

# Department of Transportation

RELEASE DATE: [August 31, 2022](#)

REQUEST FOR PROPOSALS (RFP)  
PROJECT NO. [STP-0300\(189\)](#)

SEALED OFFERS  
FOR

**TRAFFIC SIGNAL CONTROLLER  
INSTALLATION & ADAPTIVE TRAFFIC  
SIGNAL CONTROL TECHNOLOGY AT  
VARIOUS LOCATIONS, OAHU  
STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION**

WILL BE RECEIVED UP TO [2:00 P.M. HST](#) ON

[OCTOBER 26, 2022](#)

ON HIEPRO, THE STATE OF HAWAII E-PROCUREMENT SYSTEM. DIRECT  
QUESTIONS RELATING TO THIS SOLICITATION TO [TARA LUCAS](#), TELEPHONE  
(808) [692-7696](#) OR E-MAIL AT [tara.yi.lucas@hawaii.gov](mailto:tara.yi.lucas@hawaii.gov).

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JADE T. BUTAY  
Director of Transportation

REQUEST FOR PROPOSALS

FOR

TRAFFIC SIGNAL CONTROLLER INSTALLATION  
& ADAPTIVE TRAFFIC SIGNAL CONTROL TECHNOLOGY  
AT VARIOUS LOCATIONS, OAHU  
PROJECT NO. STP-0300(189)  
(CHAPTER 103D, HRS)

The receiving of SEALED PROPOSALS for TRAFFIC SIGNAL CONTROLLER INSTALLATION & ADAPTIVE TRAFFIC SIGNAL CONTROL TECHNOLOGY AT VARIOUS LOCATIONS, OAHU, ("Project"), FEDERAL AID PROJECT NO.: STP-0300(189), will begin as advertised on August 31, 2022 in HlePRO. Offerors are to register and submit proposals through HlePRO only. See the following HlePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit proposals is October 26, 2022 at 2:00 PM Hawaii Standard Time (HST). Proposals received after said due date and time shall not be considered.

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

Offerors will be responsible for:

- Traffic signal central system, including head-end software and server hardware.
- Configuration and installation of approximately 255 State-furnished traffic signal controllers on Oahu.
- Local controller firmware, including configuration.
- Conflict monitor units, which are compatible with the State-furnished controllers.
- Cellular modems and required accessories with FirstNet cellular service.
- Adaptive Traffic Control System (ATCS) and Automated Traffic Signal Performance Measures (ATSPM) Modules at 118 Oahu intersections.

- Supplemental traffic detection at 118 Oahu intersections.
- Implementation and integration of field controllers, firmware, conflict monitor units, cellular modems, ATCS, ATSPM modules, and the central traffic management system.
- Training of State and County personnel on vendor firmware, central management system, and controller hardware.
- Traffic signal operations and litigation support.
- Traffic signal system maintenance period.
- Software assurance support.

A pre-proposal conference is scheduled for September 12, 2022 at 10:00 AM HST. All prospective Offerors or their representatives (employees) are encouraged to attend, but attendance is not mandatory. **Due to the impacts of COVID 19, the pre-proposal conference will be conducted virtually. Refer to Section 1.5 Procurement Timetable. Offerors intending to attend the pre-proposal teleconference shall notify the RFP Point of Contact (see Section 1.3.2) no less than four (4) working days in advance of the teleconference date. Offerors shall provide phone and email contact that HDOT will use to provide conference number and web conferencing details.**

**Teleconference info will be provided by the RFP Point of Contact to Offerors no less than forty-eight (48) hours in advance of the teleconference.** Anything said at the conference is for clarification purposes and any changes to the proposal documents will be made by addendum.

All questions shall be submitted in writing to Tara.YI.Lucas@hawaii.gov no later than **September 22, 2022 at 2:00 PM HST.**

The Buy America requirements per 23 CFR 635.401 and 23 U.S.C. 313 apply to this project.

Campaign contributions by State and County Contractors. Offerors are hereby notified of the applicability of HRS Section 11-55, which states that campaign contributions are prohibited from specified State of Hawaii ("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.

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.

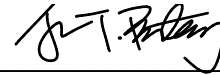
The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Offerors are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded or 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.

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

Offerors are directed to read and be familiar with the DBE Requirements for Federal-Aid Projects regarding DBE, which establishes the program requirements pursuant to 49 CFR Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith.

The State reserves the right to cancel this request for proposals, to postpone or continue same from time to time, as it deems necessary, or reject any or all proposals and to waive any defects in said proposals for the best interest of the State.



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JADE T. BUTAY  
Director of Transportation

Internet Posting: August 31, 2022

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## 1. OVERVIEW OF PROCUREMENT PROCESS

### 1.1. REQUEST FOR PROPOSALS ORGANIZATION

This RFP is organized as follows:

- Section 1. Overview of Procurement Process. Provides Offerors with a general overview of the Request for Proposals (RFP) process.
- Section 2. RFP Purpose and Overview. Provides Offerors with general information about the objectives of this Project and RFP, and critical success factors.
- Section 3. Scope of Work and Requirements. Provides Offerors with a general description of the tasks to be performed, delineates the Hawaii Department of Transportation's (HDOT) and Offeror's responsibilities, stipulates Offeror qualifications, and defines deliverables.
- Section 4. Proposal. Describes the required format and content for the Offeror's submittal and establishes requirements for the Proposal.
- Section 5. Proposal Evaluation. Describes how Proposals will be evaluated by HDOT.
- Appendix A. Offer Form, OF-1
- Appendix B. Offer Form, OF-2
- Appendix C. Bid, Performance, and Payment Bond Forms
- Appendix D. Contract Forms and AG General Conditions
- Appendix E. Special Conditions
- Appendix F. Special Provisions
- Appendix G. Certificate for Performance of Services
- Appendix H. Federal Aid Construction Requirements
- Appendix I. Requirements Matrices
- Appendix J. Special Provisions to the Standard Specifications
- Appendix K. HDOT Oahu Traffic Signal Inventory
- Appendix L. Record Drawings for Intersections with ATCS
- Appendix M. Typical ATCS Detection Installation Details

## 1.2. PROCUREMENT AUTHORITY

This procurement is being conducted as a competitive sealed proposals procurement in accordance with the procedures set forth in §103D-303 of the Hawaii Revised Statutes (HRS) and Title 3, Subtitle 11, Chapter 122, Subchapter 6 of the Hawaii Administrative Rules (HAR). The relevant provisions of Chapter 103D, HRS, and their associated HAR, are incorporated by reference and made a part of this RFP.

## 1.3. ISSUING OFFICE AND CONTACT PERSON

The following person listed below is the sole point of contact for this RFP. Communication with any other contact person from the date of release of this RFP until the selection of the selected Offeror(s) without HDOT's approval, may result in disqualification.

### 1.3.1. Issuing Office

State of Hawaii  
Department of Transportation  
Contracts Office  
869 Punchbowl Street, Room 105  
Honolulu, HI 96813

### 1.3.2. RFP Point of Contact

**Tara Lucas, P.E.**  
State of Hawaii Department of Transportation  
Highways Division  
Kakuhikewa Building, Room 602  
601 Kamokila Boulevard  
Kapolei, HI 96707

Ph.: (808) 692-7696  
Email: [tara.yi.lucas@hawaii.gov](mailto:tara.yi.lucas@hawaii.gov)

## 1.4. TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

GET	=	General Excise Tax
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
HDOT	=	Hawaii State Department of Transportation, Highways Division
HRS	=	Hawaii Revised Statutes
HST	=	Hawaii Standard Time
JTMC	=	Joint Traffic Management Center
Offeror	=	Any individual, partnership, firm, corporation, joint venture, limited liability company, or other legal entity

- Procurement Officer = The Director of the State of Hawaii, Department of Transportation as the contracting officer
- RFP = Request for Proposals
- State = State of Hawaii, including each department and political subdivisions
- USPS = United States Post Service

## 1.5. PROCUREMENT TIMETABLE

The schedule represents the HDOT’s best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as “Proposal Due date/time” is delayed, the rest of the schedule of dates and deadlines thereafter shall be shifted by the same number of calendar days; provided that if any date that is shifted falls on a weekend (Saturday or Sunday) or holiday, the date shall be the first working day following the weekend or holiday. The approximate schedule is presented in *Table 1*.

*Table 1: Significant Dates (subject to change)*

Release of Request for Proposals (RFP)	August 31, 2022
Pre-proposal Tele-Conference (non-mandatory)	September 12, 2022 10:00 AM (HST)
Deadline for submission of written questions	September 22, 2022 2:00 PM (HST)
HDOT’s response to written questions	October 4, 2022
Proposal Due date/time (via HlePRO)	October 26, 2022 2:00 PM (HST)
Evaluation of Proposals	October 27, 2022- November 18, 2022
Determination of Priority-Listed Offerors (if necessary)	November 18, 2022
Demonstrations and Discussion with Priority-Listed Offerors (if necessary)	November 29, 2022- December 12, 2022
Best and Final Offer Due date/time (via HlePRO, if necessary)	January 9, 2023 2:00 PM (HST)
Offeror Selection and Notice of Award	March 2, 2023
Contract Notice to Proceed 1	May 25, 2023
Contract Notice to Proceed 2	October 17, 2023
Contract Notice to Proceed 3	January 15, 2024

## **1.6. CANCELLATION**

The Request for Proposals (RFP) may be cancelled and any or all Proposals rejected in whole or in part, without liability to the State of Hawaii, when it is determined to be in the best interest of the State of Hawaii. HRS § 103D-308.

## **1.7. REQUIRED REVIEW / WRITTEN QUESTIONS**

It is the Offeror's responsibility to carefully review this solicitation for defects and questionable or objectionable matter. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents.

Comments concerning defects, discrepancies, omissions, questionable or objectionable matter, or questions related to this RFP must be made via HlePRO to allow issuance of any necessary amendments to the RFP. It will also help prevent exposure of Offeror's proposal prepared in response to a defective or inaccurate solicitation upon which award could not be made.

Comments related to this solicitation shall be communicated via HlePRO to the RFP contact person identified in *Section 1.3.2* by the date and time established for submission of written questions to ensure an official response. The HDOT will not respond to verbal or informal questions.

Such comments shall contain pertinent information to identify the prospective Offeror, its telephone number, e-mail address, the RFP number, as well as reference to the specific page, section, and/or paragraph as applicable.

The response to the prospective Offerors' written questions received by the scheduled date shall be compiled, shall omit reference to the source(s) of the questions, shall be issued as an addendum to the RFP and shall become a part of the RFP. The HDOT will publish the questions as they are submitted, including any background information provided with the question. The HDOT at its sole discretion may omit questions which may be combined with other questions or paraphrase questions and background content for clarity.

The HDOT's responses shall be communicated in writing via published addenda to this RFP. Offerors who have submitted a *Notice of Intent to Offer (Section 1.9)* will receive notification of any addenda from the date the Notice is received. The HDOT is not responsible for delays or non-receipt of such responses or any communications by the prospective Offerors.

If an Offeror submits a question after the scheduled date for submission of written questions, the HDOT may answer the question but does not guarantee that the answer will be provided prior to the Proposal Due date.

## **1.8. RFP ADDENDA**

The HDOT reserves the right to amend this RFP at any time prior to the Proposal Due date. All addenda issued shall be incorporated into the resulting contract. Failure of any Offeror to complete and submit a *Notice of Intent to Offer (Section 1.9)* or receive any such

addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation.

### **1.9. NOTICE OF INTENT TO OFFER (LETTER OF INTENT)**

Persons interested in submitting a Proposal in response to this RFP should submit a non-binding letter of intent to the HDOT. Failure to submit a letter of intent does not preclude an Offeror from submitting a Proposal in response to this RFP. This letter of intent will only be used to contact interested Offerors in the event that changes are made, and is not required for, or part of, the evaluation process.

A letter of intent should be filed as soon as possible. Any letter of intent shall be submitted to the RFP contact person specified in *Section 1.3.2*.

### **1.10. FHWA RESTRICTIONS**

As a Federal-aid project, this procurement must comply with the following:

#### **1.10.1. Buy America**

The “Buy America” provisions in the Surface Transportation Assistance Act of 1982 are applicable to Federal-aid projects. Current information on FHWA Buy America provisions can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>.

#### **1.10.2. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Offers shall comply with 2 CFR 200.216, which prohibits the use of FHWA funds to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

An Offeror responding to this RFP shall include certification that its Offer complies with these restrictions.

### **1.11. PRE-PROPOSAL CONFERENCE**

A non-mandatory pre-proposal web or telephone conference will be held. Refer to the *Procurement Timetable* in *Section 1.5*.

## **1.12. DEADLINE FOR PROPOSALS**

Proposals shall be received via HlePRO no later than the date and time stated in *Section 1.5, Procurement Timetable*, or as amended. Proposals and any supplements to the proposals received after the deadline shall be rejected and returned unopened.

## **1.13. DISQUALIFICATION OF PROPOSALS**

The HDOT reserves the right to consider as acceptable only those proposals submitted in compliance with all the requirements set forth in this RFP and which demonstrate an understanding of the issues involved and the scope of work.

An Offeror shall be disqualified, and the Offeror's Proposal shall be rejected for any one (1) or more of the following non-exclusive reasons, as solely determined by the HDOT:

- A. A Proposal received after specified deadline.
- B. A Proposal not properly completed as required herein or containing any unauthorized additions or deletions, defects including but not limited to irregularities of any kind, which may make the Proposal incomplete, indefinite, or ambiguous as to its meaning (e.g., un-initialed erasures, prices which are obviously unbalanced, etc.)
- C. A Proposal which is incomplete or a conditional Proposal, including but not limited to a Proposal which includes any other set of terms and conditions, or any terms or conditions contradictory to those included in this RFP.
- D. A Proposal signed by other than an authorized individual.
- E. A faxed Proposal will not be accepted or acknowledged.
- F. Hard copies of proposals will not be accepted or acknowledged.
- G. More than one (1) Proposal from an individual firm, corporation, or joint venture under the same or different names (Offeror), whereby all Proposals from the Offeror shall be rejected.
- H. Evidence to the HDOT's sole satisfaction of collusion among Offerors, lack of responsibility and lack of cooperation to HDOT requests during the RFP process or as demonstrated by Offeror's past work, being in arrears on existing contracts with the State of Hawaii or defaulting on previous contract(s).
- I. An Offeror's failure to possess the proper licenses, facilities, equipment, or sufficient experience to provide the proposed solution or to perform the work contemplated at the time of the Proposal due date.
- J. Evidence of any noncompliance with any applicable law or rule.

#### **1.14. PROPOSAL EVALUATION**

The HDOT will conduct a comprehensive, fair, and impartial evaluation of the Proposals it receives in response to this RFP. Refer to *Section 5* of this RFP for specific requirements and details of the process.

#### **1.15. PROPOSAL AS PART OF THE CONTRACT**

This RFP as well as the selected Proposal will be incorporated into the contract.

#### **1.16. OFFER ACCEPTANCE PERIOD**

The HDOT acceptance of a Proposal, if any, will typically be made within ninety (90) calendar days after the opening of Proposals. Price quoted by the Offeror shall therefore remain firm for ninety (90) calendar days from the receipt of the Offeror's Proposal or Best and Final Offer or upon mutual agreement.

#### **1.17. CONTRACT; CONTRACT AND PERFORMANCE PERIOD**

##### **1.17.1. Contract**

The HDOT will issue a contract for the services described herein.

##### **1.17.2. Contract Term**

The contract shall commence upon full execution of the contract by the HDOT. The total duration of this contract shall be 1695 **calendar days** from the date specified in the Notice to Proceed. The duration and phasing of this contract shall be as follows from the dates specified in the Notices to Proceed:

- 1) NTP1 (150 calendar days) – Issued for mobilization and all pre-field installation activities, including but not limited to:
  - a) Procurement and installation of the Traffic Signal Central System, including ATCS and ATSPM components.
  - b) Acceptance Testing
  - c) System Documentation
    - i) Site evaluation of existing conditions
    - ii) Documentation of proposed system
  - d) Implementation Plan
  - e) Traffic signal optimization approach
  - f) Training
  
- 2) NTP2 (90 calendar days) – Issued for Phase 1 East Oahu field implementation activities, Kalaniana'ole Hwy from Ainakoa Ave to Lunalilo Home Rd (21 intersections). Work under NTP2 includes but is not limited to:
  - a) Controller, conflict monitor unit and cellular modem implementation
  - b) Automated Traffic Signal Performance Measures (ATSPM) module implementation

- c) Supplemental detection implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
  - d) ATCS implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
  - e) System implementation testing and burn-in period
  - f) Traffic signal system maintenance (issued after acceptance of system implementation testing and burn-in of each intersection).
  - g) Traffic signal system operation and litigation support
  - h) Develop and implement recommended optimization measures
- 3) NTP3 (360 calendar days) – Issued for subsequent phases of the field implementation activities following Offeror’s proposed and Engineer-accepted deployment phasing. NTP3 will not be issued until Phase 1 System implementation testing and burn-in period is successfully completed. Work under NTP3 includes but is not limited to:
- a) Controller, conflict monitor unit and cellular modem implementation
  - b) Automated Traffic Signal Performance Measures (ATSPM) module implementation
  - c) Supplemental detection implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
  - d) ATCS implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
  - e) System implementation testing and burn-in period
  - f) Traffic signal system maintenance (issued after acceptance of system implementation testing and burn-in of each intersection).
  - g) Traffic signal system operation and litigation support
  - h) Develop and implement recommended optimization measures
- 4) Traffic Signal System Maintenance Period (1095 calendar days) – At the conclusion of NTP3, the Offeror shall continue to provide maintenance, optimization, operation, and litigation support for a period of 36 months. Work under the Traffic Signal System Maintenance Period includes but is not limited to:
- a) Traffic signal system maintenance (issued after acceptance of system implementation testing and burn-in of each intersection).
  - b) Traffic signal system operation and litigation support
  - c) Develop and implement recommended optimization measures

Unless terminated, the Offeror and the State may extend the term for **169 calendar days** without the necessity of resoliciting.

**1.17.3. Coordination Between the Contractors**

Other work by the other contractors may be in progress within or near the project limits. The Contractor shall conduct work so as not to hinder the progress of the work by other contractors within or near the project limits. The Contractor shall be responsible for any damage it causes to work of another contractor. Contractors shall cooperate with each other, including but not limited to:

- 1) Coordinating their work schedules and traffic control plans.



- 2) Placing and disposing the materials used.
- 3) Operating and storage of equipment.

The Contractor shall coordinate its work with adjacent projects, including but not limited to:

- Cellular-Based V2X System, F.A.P. No. ATC-1500(119)
- Traffic Signal Modernization at Various Locations, Oahu, Phase 1, F.A.P. No. STP-0300(163)
- Pali Highway (Route 61) Resurfacing and Lighting Improvements, F.A.P. No. NH-061-1(036)
- Honolulu Rail Transit Project, Airport Guideway and Stations (HART)

The Contractor shall fully cooperate with the contractors of the above mentioned projects and the Engineer. This includes, but is not limited to, attending and participating in construction and/or coordination meetings.

The State of Hawaii reserves the right to terminate the contract for lack of funding after each State of Hawaii fiscal year, which ends on the 30<sup>th</sup> of June every year. Refer to HAR 3-122-149 for multi-term contracts.

#### **1.18. CONTRACT AWARD**

Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

Upon award, the HDOT will issue a contract to the selected Offeror.

#### **1.19. BID, PERFORMANCE, AND PAYMENT BOND**

At the time of execution of the contract, the selected Offeror shall file a good and sufficient bid, performance, and payment bond on the forms furnished by the HDOT (see *Appendix C*) conditioned for the full and faithful performance of the contract according to the terms and intent thereof and for the prompt payment to all others for all labor and material furnished by them to the Contractor and used in the prosecution of the work provided for in the contract. The performance and payment bonds shall each be valued at 100% of the total contract amount. The Contractor shall limit the acceptable bid, performance, payment bonds to the following:

- A. A deposit of legal tender; or
- B. A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or
- C. A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on

demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The offeror may use these instruments only to a maximum of \$100,000.
2. If the required security or bond amount totals over \$100,000 more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.
3. The instrument shall be made payable at sight to the Department.
4. Proposal Guaranty listed in (1) and (3) shall be in its original form, and shall be received at the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813 before the bid deadline.

According to Section 103D-323, HRS., the proposal guaranty shall be in a sum not less than 5% of the amount bid.

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

#### **1.20. RESPONSIBILITY OF OFFERS; HAWAII COMPLIANCE EXPRESS**

The Offeror is advised that if awarded a contract under this RFP, the Offeror shall, upon award of contract, furnish proof of compliance with the requirements of HRS §103D-310 and HAR §3-122-112 including but not limited to:

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Workers' Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- One of the following:
  1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business") or
  2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The Offeror may demonstrate proof of compliance with the above-referenced requirements by submitting a *Certificate of Vendor Compliance* issued by the Hawaii Compliance Express (HCE) online system to the HDOT, Contracts Office upon award of a contract. The HCE service allows vendors to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of HRS §103D-310(c), and is therefore acceptable for contracting purposes. Offerors that elect to use HCE services are required to pay an estimated annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Due to the time required to obtain the required HCE *Certificate of Vendor Compliance*, it is highly recommended that the interested Offeror begin the registration process as soon as possible.

**1.21. FAILURE TO EXECUTE CONTRACT, TIMELY SUBMISSION OF CERTIFICATES**

At time of contract award, the above *Certificate of Vendor Compliance* and any other documentation and certification shall be submitted to the HDOT Contracts Office as soon as possible or by the deadline established by the HDOT. If a valid certificate or other compliant documentation is not submitted on a timely basis for award of a contract, award made to an Offeror otherwise responsible may be annulled.

Failure to execute a contract within the time specified by HDOT after the selected Offeror has received the contract for execution may be cause for the annulment of the award. The HDOT may award the contract to the next responsible Offeror, or cancel the solicitation, and issue a new solicitation, whichever is deemed to be in the best interest of the HDOT.

**1.22. NOTIFICATION OF AWARD; NON-SELECTED OFFEROR**

Upon award to the selected Offeror, the HDOT shall post publicly a notice of award. The HDOT will also provide written notification of the award to any non-selected Offeror(s). The HDOT is not responsible for delays or non-receipt of such notification.

**1.23. DEBRIEFING**

The purpose of a debriefing is to inform non-selected Offerors of the basis for contract award. An Offeror(s) not selected for contract award shall submit a written request for a debriefing within three (3) working days after the posting of the contract award. The debriefing shall be held, to the maximum extent possible, within seven (7) working days after the posting of the award.

**1.24. PROTEST**

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

## **2. RFP PURPOSE AND OVERVIEW**

### **2.1. PROJECT OVERVIEW**

This project seeks to acquire:

- Traffic signal central system, including head-end software and server hardware.
- Configuration and installation of approximately 255 State-furnished traffic signal controllers on Oahu. The State-furnished traffic signal controllers will be the Q-Free Intelight 2070LX controller.
- Local controller firmware, including configuration.
- Conflict monitor units, which are compatible with the State-furnished controllers.
- Cellular modems and required accessories with FirstNet cellular service
- ATCS and ATSPM modules at 118 Oahu intersections
- Supplemental traffic detection at 118 Oahu intersections
- Implementation and integration of field controllers, firmware, conflict monitor units, cellular modems, ATCS, ATSPM modules, and the central traffic management system.
- Training of State and County personnel on vendor firmware, central management system, and controller hardware.
- Traffic signal operations and litigation support.
- Traffic signal system maintenance period.
- Software assurance support.

See *Appendix K HDOT Oahu Traffic Signal Inventory* for a list of HDOT signalized intersections on Oahu.

### 3. SCOPE OF WORK AND REQUIREMENTS

#### 3.1. SYSTEM / EQUIPMENT PROCUREMENT AND INSTALLATION

The Offeror shall furnish, pay for, and install all materials required to complete the work, except materials that are designated in the contract documents to be furnished by the State. Offeror shall reference Appendix I – Requirements Matrices to ensure contract compliance. Materials shall be in new condition at the time of final acceptance subject to normal wear.

##### 3.1.1. Traffic Signal Central System

Procure, configure, and integrate server hardware and head-end software. Server hardware shall be installed in existing server racks at the Joint Traffic Management Center (JTMC), located at 710 South King Street, Honolulu 96813. The head-end software shall be compatible with the State-furnished controller hardware and local controller firmware provided by the Contractor. The head-end software shall use a centralized, open architecture.

Procure, configure, and install the following network equipment for the traffic signal central system JTMC local area network (LAN):

- Four (4) rack mountable network switches
  - First Floor, Data center – minimum of four fiber connections and four ethernet ports (1Gbps min/port)
  - Second Floor, Communication Rooms 2a and 2b – minimum of two fiber connections and six ethernet ports (1Gbps min/port)
  - Third Floor, Communication Room 3a – minimum of two fiber connections and six ethernet ports (1Gbps min/port)
  - Switches shall be layer 3 with ethernet ports rated for 1Gbps minimum, and have a limited lifetime warranty. SFP modules connecting to the switches shall be 1Gbps minimum.
  
- Three (3) client workstations and monitors, including all accessories such as keyboards and mice. Two (2) workstations will be installed on the second floor while one (1) workstation will be installed on the third floor. Workstations shall comply with the following minimum requirements:
  - WIN 11 Pro Edition or latest commercial version (approved by Engineer)
  - 16GB Memory
  - 500GB solid state hard drive
  - Intel Xeon Silver 42xx CPU 8C
  - Tower form
  - 24" monitor
  - 3 Year support with Next Business Day Onsite Service

- Four (4) network interface cards for existing client workstations (1Gbps min capacity). Existing workstations are located on the second floor, on the Operations Floor.

Fiber and ethernet cabling between communication rooms 2a, 2b, 3a and data center and between communication rooms and workstations on each floor will be responsibility of the State. Jumper cables between rack equipment will be responsibility of Offeror. Traffic signal central system procurement will not be paid for separately but will be considered incidental to Traffic Signal Central System Implementation.

**3.1.2. Traffic Signal Central System Licenses**

Procure and integrate all traffic signal central system licenses necessary for the 255 State intersections. All periodic costs (e.g., annual) shall be covered for the duration of the Contract.

The Engineer will pay for the accepted Traffic Signal Central System License at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

**3.1.3. Local Controller Firmware**

Procure, configure, and install local controller firmware on State-furnished controller hardware, which will be Q-Free Intelight 2070LX controllers with the Linux 2015.05.152 kernel or as updated. The new local controller firmware shall be compatible with the new head-end software and the State-furnished controller hardware. Note that Q-Free will provide integration support services, as requested by the Engineer, through HDOT's contract for the Q-Free controllers.

The Engineer will pay for the accepted Local Controller Firmware at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

**3.1.4. Conflict Monitor Units**

Procure, configure, and install new Model 2010 conflict monitor units, compatible with the State-furnished controllers.

Conflict monitor unit procurement will not be paid for separately but will be considered incidental to Controller, Conflict Monitor Unit and Cellular Modem Implementation.

**3.1.5. Cellular Modem**

Procure, configure, and install environmentally hardened cellular modems and all required accessories with static IP addresses. Cellular modems shall be capable of accessing the FirstNet Band 14 as well as the 5G

cellular network when available. At all intersections, the modem shall provide communication to the traffic signal central system. Additionally, at intersections where Supplemental Intersection Detection (see Section 3.1.9) is installed, an additional modem shall be provided for HDOT traffic monitoring purposes.

All cellular modems shall include or comply with the following:

1. Two Ethernet LAN/WAN ports, minimum.
2. USB 2.0 or better port
3. Two cellular antenna connectors with antennas and required accessories
4. GPS antenna connector with antenna and required accessories
5. Operating temperature range: -22°F to 158°F
6. Storage temperature range: -40°F to 185°F
7. Operating and storage humidity (non-condensing) ranges: 5% to 95%
8. Ingress protection compliant with IP64
9. Networking
  - a. IPsec Tunnel — up to ten concurrent sessions
  - b. IKEv2 support (includes MOBIKE)
  - c. Access Control Lists
  - d. NAT
  - e. NAT-less Routing
10. Security
  - a. 802.1x authentication for Ethernet
  - b. Certificate support
  - c. Application-level gateways
  - d. MAC Address Filtering

Cellular modem procurement will not be paid for separately but will be considered incidental to Controller, Conflict Monitor Unit and Cellular Modem Implementation.

#### 3.1.6. **Cellular Data Service**

Procure and configure cellular data service for all provided cellular modems. Provide FirstNet data service, beginning at intersection acceptance through the maintenance period, sufficient for the data requirements of the State intersections. At ninety (90) days prior to the end of the contract time, the Offeror shall coordinate with the Engineer to transfer the cellular service accounts to HDOT.

The Engineer will pay for the accepted cellular data service at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

#### 3.1.7. **Adaptive Traffic Control System (ATCS)**

Procure, configure, and integrate ATCS as an available feature in the traffic signal system. The ATCS shall integrate seamlessly with the new head-end software and the local controller firmware. The functional and technical requirements for the ATCS are defined in *Appendix I*. All periodic costs (e.g., annual) shall be covered for the duration of the Contract.

The Engineer will pay for the accepted ATCS at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

#### **3.1.8. Automated Traffic Signal Performance Measures (ATSPM) Modules**

Procure, configure, and integrate the traffic signal central system's ATSPM module and intersection modules to provide ATSPM for locations identified for ATCS in Appendix K, HDOT Oahu Traffic Signal Inventory. All ATSPM modules shall be compatible with the new head-end software and the local controller firmware. All periodic costs (e.g., annual) shall be covered for the duration of the Contract.

The Engineer will pay for the accepted ATSPM modules at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

#### **3.1.9. Supplemental Intersection Detection**

Procure, configure, and install intersection detection and mid-block magnetometer detection at select intersections, as shown in Appendix K, HDOT Oahu Traffic Signal Inventory.

The Engineer will pay for the accepted intersection and mid-block magnetometer detection at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

#### **3.1.10. Service Agreement Extension**

Provide an extension to all service agreements, licenses, and software assurance provided as part of this Contract. See Section 3.9 for more details.

The Engineer will pay for the accepted extension at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

### **3.2. ACCEPTANCE TEST PLAN**

Prepare comprehensive acceptance test plan and procedures for the Offeror's proposed traffic signal central system, controller hardware, and local controller firmware integration for the Engineer's review and approval.



The acceptance test plan and procedures shall clearly state the objectives, proposed schedule, test scenarios, success criteria, and procedures for testing. For each test, procedures shall be prepared describing the function being tested, test equipment, personnel required, and the step-by-step instructions for carrying out the test. The test procedures shall demonstrate how the system components meet the project requirements and the Offeror's Proposal. The criteria for establishing whether the test was successful shall be an integral part of each test procedure.

Software patches and upgrades shall also successfully pass testing prior to deployment.

Test procedures must include, but may not be limited to, the following elements:

1. Test number
2. Description of requirement
3. Resources and equipment needed
4. Prerequisites for each test
5. Initial status and conditions
6. Triggering action
7. Expected process
8. Expected result

The test procedures shall address the overall schedule of testing, sequencing and interdependency of tests, test simulators, sources and generation of test data, reporting procedures, and the process for failure tracking, analysis, and resolution.

The test procedures shall include a process to document each test result, which shall be in a tabular format with column headings for the following:

1. Test description
2. Expected result
3. Pass/fail
4. Comments

Space shall be provided for the Engineer's signature to provide its written concurrence with the test results.

Submit acceptance test plan and procedures for HDOT review and approval a minimum of 45 days prior to commencement of test. Test plans shall be in editable electronic format. Testing shall not be conducted prior to approval of the acceptance test plan and procedures. If any revisions to the acceptance test plan and procedures are made, the revisions shall be submitted to the Engineer for review and approval. Testing shall not commence prior to approval of the revisions. Provide at least 21 days of notification before the commencement of any acceptance test. If there are any COVID-19 testing requirements in place for offerer personnel to access the JTMC, contractor shall comply with testing requirements at his own cost.

Acceptance test plan will not be paid for separately but will be considered incidental to Traffic Signal Central System Implementation.

### **3.3. TRAINING**

The Offeror shall provide in-person training for all Offeror-provided hardware and software, including the traffic signal central system servers and software as well as the local controller firmware. The Offeror shall fulfill the following training requirements:

1. Provide training venue and refreshments for attendees.
2. Provide training curricula, presentations, and materials for review and approval.
3. All materials shall be approved by the Engineer before training is conducted.
4. Provide hard copies of all training materials to all trained personnel.
5. The Offeror shall provide electronic copies of all training materials in editable formats so that the material may be amended for the State's business purposes.
6. The Offeror shall provide the HDOT with unrestricted rights to use, distribute, and reproduce the training materials for its business purposes.
7. All training materials used during the training sessions shall become the property of the State at the conclusion of training.
8. Provide training to approximately 12 personnel on all provided hardware and software with instruction necessary to bring staff to the level of proficiency required to operate the system components with minimal Offeror support.
9. Offerors shall assume to provide two (2) 8-hour sessions to cover all aspects of system operation and maintenance expected for the Island of Oahu.
  - a. Include common problems and with a comprehensive solution for each.
  - b. Relevant hardware and software shall be provided to allow practical, hands-on training.
  - c. This hardware and software will remain the Offeror's property and should be provided for training only.
  - d. Any available features which are not expected to be used on the Island of Oahu shall be briefly covered only.
  - e. Offerors shall provide all audio-visual equipment and visual aids needed to conduct the training sessions.
10. Installation of controllers, conflict monitor units and cellular modems shall not commence until training has been successfully completed.

Refresh training will be provided to HDOT and the County again, to retrain personnel as well as train new employees and contractors, within 90 days of the end of the Contract. This refresh training shall comply with the above training requirements.

The Engineer will pay for the accepted training on a contract lump sum basis. Payment will be full compensation for work prescribed in this section and the contract documents.

The Engineer will pay for the accepted refresh training on a contract lump sum basis. Payment will be full compensation for work prescribed in this section and the contract documents.

### **3.4. SYSTEM DOCUMENTATION**

#### **3.4.1. Site Evaluation of Existing Conditions**

Offeror shall conduct a site evaluation of all intersections included in this project within 60 calendar days of NTP1. This shall include but not be limited to:

1. Physical inventory of all traffic signal controller cabinets and existing detection included in this project. All existing traffic signal controller equipment should comply with the Hawaii Standard Specification Subsection 770.05 – Controller Equipment. Identify any incompatibility issues which might prevent the implementation of this scope. Present all such issues to the Engineer for evaluation.
2. Assess the existing operating conditions. As part of the site evaluation, the Offeror shall also determine if there are any non-functioning traffic signal equipment that would affect the traffic signal optimization work described in *Section 3.10*.
3. Retrieve existing signal timing plans from the traffic signal controllers and existing traffic signal system, as needed. Furnish retrieved timing plans to the Engineer for confirmation prior to implementation.
4. Survey cellular signal strengths at every intersection included in this project. Identify any signal strength issues which may prevent the implementation of this scope. Present all such issues to the Engineer for evaluation.
5. Identify and document in plan format locations for intersection detection sensors, midblock magnetometer detectors and support equipment, and auxiliary magnetometer detectors and support equipment. Identify any mounting issues which may prevent the implementation of this scope. Present all such issues to the Engineer for evaluation.
6. Document intersection detection to support completion of central system graphical user interfaces as described in Requirement C-104 of Appendix I including but not limited to vehicles, pedestrians, bicycle, emergency vehicle preemption, railroad preemption, and transit priority detection calls.

#### 3.4.2. **Documentation of Proposed System**

The Offeror shall fulfill the following documentation requirements:

1. Provide detailed system documentation in both hard copy (minimum 5 bound, full sets printed in color) and soft copy (PDF format).
2. This documentation shall include the system component design, configuration, training, as-built drawings, operation, maintenance, and user manuals.
3. Off-the-shelf manuals provided by the proposed manufacturers of the equipment will be acceptable.
4. All documentation shall be in English and shall utilize U.S. measurements.

The system documentation shall:

1. Be complete, accurate, up-to-date, and contain only information that pertains to the system components installed.
2. Contain a complete subject index.
3. Contain the title, version number, and issue date on each page.

4. Be fully coordinated and cross reference all interfaces and areas associated with interconnecting equipment and components of the system.
5. Be updated as changes, upgrades, and modifications are made to the system components. The Contractor may update individual sheets or portions of the documentation that are affected by the change, upgrade, or modification.
6. For updated versions, carry the same title as the original, with a change in version number and issue date.

The Engineer will pay for the accepted System Documentation and As-Builts on a contract lump sum basis. Payment will be full compensation for work prescribed in this section and the contract documents.

### **3.5. IMPLEMENTATION AND INTEGRATION**

#### **3.5.1. Implementation Plan**

The Offeror shall develop an implementation plan for the Engineer's review and approval detailing, as a minimum:

1. Proposed traffic signal central system implementation process including Q-Free controller integration and acceptance testing.
2. Proposed deployment phasing by corridor or area. Include results from the field inventory completed under *3.4.1 Site Evaluation of Existing Conditions* and proposed plans to address any identified installation issues. The first phase of the deployment shall consist of 21 intersections along Kalaniana'ole Hwy. Subsequent phases shall be as proposed by the Offeror and accepted by the Engineer.
3. A CPM (critical path method) schedule detailing the Offeror's plans to implement the program (updated from the Work Plan submitted during the RFP selection process).
4. Quality assurance measures Offeror will implement at outset and through project, including change management.
5. Maintenance and operations support measures, including routine maintenance measures, response for repairs, communications service, and operations support.
6. Updated project organization and key personnel roles for the implementation and subsequent operation, maintenance, optimization and other work defined in the scope of services.
7. System Implementation Test (SIT) plan template to be used for each area and corridor. The Offeror shall design and conduct the SIT to verify that the required capabilities are met in an operational field environment at all intersections included in this project's scope. The SIT shall include a period of continuous acceptable operation and shall be observed by the Engineer to confirm its start and end. The SIT will be phased based on the modifications at each intersection with the following order of testing and acceptance.:
  - a. Controller, conflict monitor unit, cellular modem implementation, and ATSPM module implementation (locations per Appendix K, HDOT Oahu Traffic Signal Inventory, ATSPM modules

implemented only for locations identified for ATCS) – Twenty-one (21) day continuous operation with existing detection

- b. Supplemental Detection (locations per Appendix K, HDOT Oahu Traffic Signal Inventory) – Fourteen (14) day continuous operation
- c. ATCS (locations per Appendix K, HDOT Oahu Traffic Signal Inventory) – Eight (8) hours continuous operation

The Offeror shall produce and submit SIT results for the Engineer's review and approval. The successful completion of the SIT plan will be required prior to acceptance of work at every intersection.

- 8. Proposed network architecture and IP schema of the traffic signal network, including devices installed at traffic signal intersections as well as in the JTMC.

System Implementation Test plans shall be submitted within sixty (60) days of NTP1.

Implementation Plan will not be paid for separately but will be considered incidental to the various items.

### 3.5.2. **Traffic Signal Central System Implementation**

The Offeror shall fulfill the following installation requirements:

- 1. Install the traffic signal central system servers in the provided server rack at the JTMC, 710 S King Street, Honolulu, Hawaii 96813.
- 2. Conduct the approved acceptance test plan to confirm expected operation of the traffic signal central system and integration with controllers and local controller firmware.

Engineer will coordinate JTMC site access for the successful Offeror, as needed. Refer to *Sections 3.15 and 3.16* for additional information regarding JTMC access.

The Engineer will pay for the accepted Traffic Signal Central System Implementation on a contract lump sum basis. Payment will be full compensation for work prescribed in this section and the contract documents.

### 3.5.3. **Controller, Conflict Monitor Unit, and Cellular Modem Implementation**

Prior to deploying, the Offeror shall program timing plans and schedules into controllers.

The Offeror shall also:

- 1. Follow its proposed deployment phasing, as identified in its implementation plan.
- 2. Integrate controller hardware, local controller firmware, and traffic management system. The existing City and County of Honolulu traffic signal central system shall remain separate and shall not be integrated with the new system.

3. Install the controller hardware, local controller firmware, conflict monitor units, cellular modems, and all other required equipment. The Offeror shall not drill any penetrations through the traffic signal cabinets.
4. Ensure training has been successfully completed prior to installation.
5. Remove and clean existing Type 170/170e controllers and 210 conflict monitors. Return existing equipment to the City and County of Honolulu, Traffic Signal Baseyard at 625 Middle Street, Honolulu, Hawaii, 96819.
6. Arrange work to minimize the downtime of the intersection during the controller hardware replacement. Downtime of each intersection shall not exceed 30 minutes. Contractor shall procure the use of Special Duty Police Officers at its own cost to direct traffic until traffic signal system is put back into operation.
7. Conduct the approved SIT to confirm expected operation of the controller equipment and the traffic signal system.

The Engineer will pay for the accepted Controller, Conflict Monitor Unit, and Cellular Modem Implementation at the contract price per intersection, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

#### **3.5.4. Supplemental Detection & ATCS Implementation**

Install and integrate intersection detection, mid-block magnetometer detection, and ATCS at select intersections, as shown in Appendix K, HDOT Oahu Traffic Signal Inventory.

Following the site evaluation of existing conditions (*Section 3.4.1*), the Engineer may revise these intersections to accommodate existing loop detection which may be in complete and good working condition, and adequate for ATCS implementation. The supplemental detection that would have been installed at an intersection determined to have functional existing loops may be reassigned to other intersections in Appendix K with the Engineer's approval.

Supplemental Detection Implementation will not be paid for separately but will be considered incidental to the intersection detection and mid-block magnetometer detection procurement.

ATCS Implementation will not be paid for separately but will be considered incidental to the ATCS procurement.

### **3.6. TRAFFIC SIGNAL OPTIMIZATION**

#### **3.6.1. Traffic Signal Timing Optimization Approach**

Federal Highway Administration (FHWA) studies have shown that traditional methods and techniques for signal optimization is recommended to be used for non-congested corridors/intersections. The studies

recommend against depending on signal timing optimization tools to provide solutions for situations where there are growing residual queues. HDOT has determined to avoid situations where there would be growing residual queues that their strategies/objectives for a congested corridor/intersection shall be as follows:

1. Maximize mainline throughput
2. Queue Management
3. Minimize delay of minor movements

The Offeror shall:

1. Provide, in detail, its signal optimization approach at each congested and non-congested intersection included in this project. In addition and where applicable, discuss corridor-wide signal optimization approach, for each corridor.
2. Recommend any additional traffic signal equipment that may improve operations.

The Engineer will pay for the accepted Traffic Signal Timing Optimization Approach on a contract lump sum basis. Payment will be full compensation for work prescribed in this section and the contract documents.

### 3.6.2. **Develop and Implement Recommended Optimization Measures**

When directed by the Engineer, the Offeror shall:

1. Develop the optimized signal timing plans based upon their approved methodology from *Section 3.6.1*.
2. Implement the approved signal timing plans and fine tune, as necessary.
3. Fine tune configuration of the ATCS based on accumulated traffic performance measures.

Develop and Implement Recommended Optimization Measures will be paid on a force account basis in accordance with HDOT Standard Specifications currently Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

## 3.7. **TRAFFIC SIGNAL SYSTEM MAINTENANCE**

The Offeror shall provide maintenance of the Contractor-provided material and equipment after acceptance of each intersection, which includes the successful completion of the SIT plan.

1. Maintain Contractor-provided material and equipment.
2. Provide 24/7/365 technical support and incident notification service with live customer support personnel via telephone hotline.
3. Arrive on-site within 1 hour from time of notification. When the Offeror fails to satisfy this requirement, the Offeror shall pay liquidated damages to the State, in the amount of \$100.00 per hour of delay.

4. Adjust or repair Contractor-provided material and equipment within 2 hours from time of notification. When the Offeror fails to satisfy this requirement, the Offeror shall pay liquidated damages to the State, in the amount of \$100.00 per hour of delay.
5. Temporarily replace Contractor-provided material and equipment requiring factory corrections, within 24 hours from time of notification. Contractor shall procure the use of Special Duty Police Officers at its own cost to direct traffic until traffic signal system is put back into operation. When the Offeror fails to satisfy this requirement, the Offeror shall pay liquidated damages to the State, in the amount of \$100.00 per hour of delay.
6. Install factory-corrected or new Contractor-provided material and equipment no later than 30 days from time of notification. When the Offeror fails to satisfy this requirement, the Offeror shall pay liquidated damages to the State, in the amount of \$550.00 per day of delay.
7. Pay repair cost incurred by the State during 30-calendar day interval.
8. Replace the State-furnished traffic signal controllers with State-furnished spares, as needed. Return failed State-furnished traffic signal controllers to the Engineer. Should availability of replacement State-furnished traffic signal controllers cause a delay in the Contractor's response, the Contractor will not be held responsible until replacement State-furnished traffic signal controllers are made available.

Engineer will coordinate JTMC site access for the successful Offeror, as needed.

The Engineer will pay for the accepted Traffic Signal System Maintenance at the contract price per intersection, per month, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

Any required traffic signal system maintenance of Contractor-provided material and equipment prior to acceptance of an intersection will not be paid separately but will be considered incidental to the various items.

### **3.8. TRAFFIC SIGNAL OPERATION AND LITIGATION SUPPORT**

As directed by the Engineer, the Offeror shall provide support to the HDOT throughout the Traffic Signal System Maintenance period, including:

1. Traffic Signal Operation
  - a. Develop signal timing plans for the Engineer's review and approval.
  - b. Modify signal timing in advance of and monitor operation during planned events.
  - c. Modify signal phasing and timing, as needed.
  - d. Coordinate signal timing with City and County of Honolulu, Department of Transportation Services for City signals in the vicinity, as needed.
2. Litigation Support
  - a. Provide documentation as requested by the State.
  - b. Provide deposition on the operation of the Contractor-provided traffic signal system.
  - c. Provide testimony on the operation of the Contractor-provided traffic signal system, as needed.
3. Complaint Response and Resolution



- a. Provide written responses, on behalf of HDOT, to the Engineer for its review and further action of any traffic signal complaints, inquiries, or comments related to the Contractor-provided traffic signal system.
- b. Investigate to qualify complaint and determine needed work for a resolution.
- c. Modify traffic signal operation, as needed.
- d. Coordinate with City and County of Honolulu, Department of Transportation Services on any needed assistance.

Engineer will coordinate JTMC site access for the successful Offeror, as needed.

Traffic Signal Operation and Litigation Support will be paid on a force account basis in accordance with HDOT 2005 Standard Specifications for Road and Bridge Construction, as amended (HDOT Standard Specifications) currently Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer. Any required traffic signal operation of Contractor-provided material and equipment prior to acceptance of an intersection will not be paid separately but will be considered incidental to the various items.

### **3.9. WARRANTY**

The Offeror shall fulfill the following warranty requirements:

1. Furnish copies of manufacturers' standard warranties guaranteeing equipment free from defects in materials, design, and manufacturing.

Warranty will not be paid for separately but will be considered incidental to the various items.

### **3.10. SOFTWARE ASSURANCE SUPPORT**

The Offeror shall provide Software Assurance Support throughout the duration of its Traffic Signal System Maintenance. Software Assurance Support shall include updates, update training, bug fixes, and troubleshooting.

The Offeror shall provide their standard Service Level Agreement (SLA) including their definition of the levels and the covered services as well as responses times as part of the Proposal response.

Software Assurance Support during the maintenance period will not be paid for separately but will be considered incidental to the various items. At the end of the maintenance period, two additional years of software assurance will be provided and paid for as a lump sum item.

### **3.11. MAINTENANCE OF TRAILERS**

As directed by the Engineer, provide maintenance of the HDOT field office trailers. Maintenance of Trailers will be paid on a force account basis in accordance with HDOT Standard Specifications currently Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

### **3.12. EROSION CONTROL**

As directed by the Engineer, provide erosion control. Erosion Control will be paid on a force account basis in accordance with HDOT Standard Specifications currently Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

### **3.13. MOBILIZATION**

The Engineer will pay for accepted mobilization on a contract lump sum basis. Payment will be full compensation for work prescribed in this section and contract documents. See Appendix J Special Provision 699 for payment information regarding mobilization.

### **3.14. TRAFFIC CONTROL**

As directed by the Engineer, provide additional traffic control. Traffic Control will be paid on a force account basis in accordance with HDOT Standard Specifications currently Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

### **3.15. CRIMINAL HISTORY RECORD CHECKS**

Due to the nature of public safety activities that are performed by the various Public-Safety Answering Point (PSAP) agencies in the Joint Traffic Management Center (JTMC), additional background checks and confidentiality restrictions will be required for unescorted access of Contractor personnel in the JTMC.

The Contractor shall designate 2 individuals who will have unescorted access and the ability to escort other Contractor employees into the JTMC. These individuals will be required to pass a national fingerprint-based criminal history record check (CHRC), at the Contractor's cost, in accordance with HRS §846-2.7(b)(37).

Written confirmation of the CHRC shall be provided to the Engineer and include a statement that a CHRC was conducted, the date it was done and shall be signed by the Contractor's project manager. The results of the CHRC shall be provided directly to the HDOT entity issuing JTMC credentials. Contractor employees who have passed the CHRC will be issued JTMC credentials.

### **3.16. CONFIDENTIALITY STATEMENT**

All Contractor employees who will provide onsite services at the JTMC will be required to sign a confidentiality statement asserting that, due to the confidential conversations and information associated with the JTMC, such Contractor employees, their associated personnel, and their supervisors and staff, shall not verbally or otherwise reveal such information outside of the JTMC or remove or cause to be removed any official records except as required by law or permitted by the JTMC policy-making body.

### **3.17. NATIONAL HISTORIC PRESERVATION ACT (SECTION 106) CONDITIONS**

The Contractor shall abide by the following conditions for all construction activities associated with this RFP:

1. Ground disturbance shall not penetrate beneath the subbase course of the roadway or disturb any subgrade soils. Above-ground utilities shall not be moved or realigned.
2. Related maintenance of vegetation shall be limited to mowing, trimming, pruning, removal of hazard limbs, seeding and hydroseeding, and installing turf in disturbed areas for erosion control where all activity occurs within the existing right of way and does not disturb any subgrade soils.
3. Road construction and/or restoration strategies and activities shall not occur outside the existing right of way or disturb any subgrade soils.
4. Staging area shall not be located outside of the existing asphalt pavement structure or outside of previously graded areas.
5. Activities shall not occur on a bridge.

### **3.18. ENDANGERED SPECIES ACT (SECTION 7) CONDITIONS**

The Contractor shall abide by the following conditions for all construction activities associated with this RFP:

1. All work lights shall be shielded so the bulb can only be seen from below bulb height and only used when construction is occurring in the area illuminated by the light.
2. Above-ground utilities shall not be moved or realigned.
3. Highway lighting shall not be installed or replaced.
4. Woody plants greater than 15 feet tall shall not be disturbed, removed, or trimmed during the Hawaiian hoary bat birthing and pup rearing season, June 1 through September 15.

## 4. PROPOSAL

The Proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in *Section 3, Scope of Work and Requirements*.

The Offeror shall submit a Proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

### 4.1. GENERAL REQUIREMENTS

- A. Any and all costs incurred by an Offeror in preparing and submitting a Proposal and conducting discussions, if any, shall be at the Offeror's sole expense and are the Offeror's sole responsibility. This includes the cost of any visits to HDOT locations by an Offeror but does not include any costs incurred by the HDOT or its representatives for Offeror site visits.
- B. Before submitting a Proposal, each Offeror must examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation. The Offeror must also be familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- C. Offerors are charged with presumptive knowledge of all requirements of all cited authorities. Offeror must become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work before submitting a Proposal. Submission of a valid executed Proposal by any prospective Offeror shall constitute admission of such knowledge on the part of such Offeror.
- D. The Scope of Work and Requirements, General Conditions, Special Conditions, and other documents referenced in or attached to the Proposal shall be considered a part of the Proposal submitted, whether attached to the Proposal at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the Proposal.
- E. Submission of a Proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- F. Any Proposal may be withdrawn at any time prior to the established due date for receipt of offers, provided that a request in writing, executed by the Offeror or its duly authorized representative, is filed with the Contracts Office. The withdrawal of a Proposal shall not prejudice the right of an Offeror to submit a new Proposal, but any such new Proposal must still be received before the stated deadline in Section 1.5.
- G. A Proposal that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, shall be

made by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by the authorized individual signing the Offer Form (OF-1).

#### **4.2. CONFIDENTIAL INFORMATION IN PROPOSAL**

The contents of any Proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of the award is posted, all Proposals (both selected and non-selected) become available for public inspection.

Price is not confidential and will not be withheld. If an Offeror believes that any other portion of the Proposal contains information that should be withheld as confidential, then the RFP contact person specified in *Section 1.3.2* should be so advised in writing. Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal, be clearly marked, and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. It is recommended that the confidential information be submitted in a separate file if possible.

Whether those parts shall remain confidential will be determined under HAR §3-122-58(b) and HRS Chapter 92F. Pursuant to HAR §3-122-58, if a person requests to inspect the portions of a Proposal designated as confidential, the head of the purchasing agency or designee shall consult with the Department of the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS §92F-42(12).

#### **4.3. PROPOSAL PREPARATION**

One of the objectives of this RFP is to make the Proposal preparation easy and efficient, giving Offerors ample opportunity to prepare their Proposals. The evaluation process must also be manageable and effective. When an Offeror submits a Proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

The Proposal shall describe in detail the Offeror's ability and availability of services to meet the primary Project goals of this RFP as stated herein. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose of this RFP. Emphasis shall be on completeness and clarity of content. If any additional information is required by the HDOT regarding any aspect of an Offeror's Proposal, such information shall be provided within two (2) business days of the HDOT's request unless otherwise stated or directed by HDOT.

#### **4.4. PROPOSAL SECURITY**

Bid, performance, and payment bonds for the project will be required for the successful Offeror; see *Section 1.19* and *Appendix C*.

#### 4.5. PROPOSAL SUBMISSION AND FORMAT

This section prescribes the standard format for a Proposal submitted in response to this RFP.

Offeror shall submit a Proposal using the exact forms or reproductions of such forms as provided and as otherwise instructed by this RFP. Failure to comply may result in a determination that the Offeror's Proposal is not responsible.

The standard format will facilitate the HDOT's review, comparison, evaluation of Proposals, and verification as to whether the minimum requirements are met by each Offeror and the Offeror's Proposal. The format is not intended to limit the content of a Proposal in any way. The Offeror may include any additional data or information that is deemed pertinent to this RFP.

Offeror shall submit one (1) electronic copy of their proposal via HlePRO. Hard copies will not be accepted.

#### 4.6. PROPOSAL ORGANIZATION AND CONTENT

Sections of the Proposal shall be separated by index dividers.

Proposals must provide all information requested in this RFP in the following order:

Table of Contents: The table of contents shall clearly identify the material by section and by page number.

Section 1:	Signed Offer Form OF-1 and Subcontractor Statements
Section 2:	Executive Summary
Section 3:	Experience and Capabilities
Section 4:	Work Plan
Section 5:	Proposed Technical Solution
Section 6:	Software Assurance
Section 7:	Pricing (Offer Form OF-2)
Section 8:	Exceptions to the RFP
Appendix A:	Resumes
Appendix B:	Financial Condition

#### 4.7. SECTION 1: SIGNED OFFER FORM, OF-1, AND SUBCONTRACTOR STATEMENTS

This section includes the following:

##### 4.7.1. Signed Offer Form

Found in *Appendix A*, Offer Form OF-1, is required to be completed using the Offeror's exact legal name as registered with the State of Hawaii's Department of Commerce and Consumer Affairs, if applicable, in the appropriate space. Failure to do so may delay proper execution of the contract. Include the Offeror's authorized signature on OF-1. Ink signatures are not required for electronic submission of an Offer but shall be required before an award, if any can be made. It shall also include the mailing address, e-mail address, telephone number, and fax number of the

person the State of Hawaii should contact regarding the Offeror's Proposal. The submission of the Proposal shall indicate the Offeror's intent to be bound.

a. **Tax Liability**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. The Offeror is advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exception.

The Offeror shall submit its current Federal I.D. Number and Hawaii GET License I.D. Number in the space provided on the Offer Form, OF-1, thereby attesting that the Offeror is doing business in the State of Hawaii and that the Offeror will pay such taxes on all sales made in the State of Hawaii. If the Offeror does not have a GET License I.D. Number, the Offeror is required to obtain one prior to contract execution.

4.7.2. **Subcontractor(s) Statements**

If subcontractor(s) will be used, the Offeror should append a statement to OF-1 from each subcontractor, signed by the individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractors' willingness to perform the work for the Offeror.

**4.8. SECTION 2: EXECUTIVE SUMMARY**

The executive summary shall summarize the contents of the Proposal in a way that gives readers a broad understanding of the entire Proposal and must also contain the information listed below.

4.8.1. **Terms and Conditions**

A statement that the Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions in Appendix D). Failure to comply with any terms and conditions of the RFP (including the General Conditions in Appendix D) shall automatically disqualify the offer.

4.8.2. **Assumptions or Constraints**

A statement on whether the Proposal contains any assumptions or constraints and must also identify and describe each such assumption and constraint. If neither assumptions nor constraints are included in the Proposal, a statement to that effect must be made.

**4.8.3. Deviations**

If the Proposal deviates from the specifications or requirements of the RFP, a statement must be included referencing the RFP section where the deviation is taken, a description of each such deviation, and the proposed alternative, if any. If no deviations are included in Offeror's Proposal, a statement to that effect must be made.

**4.8.4. Taxable Transaction**

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and vendors are advised that they may be liable for payment of the GET. If an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

**4.8.5. Pending Litigation and Summary of Judgments**

A summary listing of judgments or pending lawsuits or actions against Offeror and subcontractors; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against Offeror and subcontractors. If applicable, explain how such actions may materially impact the Offeror or the Offeror's ability to fully perform and complete the contract. If there are none of these, the Offeror must state so.

**4.8.6. Other Notable Items**

The Offeror shall disclose any other items of note that may have material impact or the Offeror or the Offeror's ability to fully perform and complete the contract.

**4.9. SECTION 3: EXPERIENCE AND CAPABILITIES**

**4.9.1. Offeror Contractor License Requirement**

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

**4.9.2. Offeror Experience**

The Offeror shall provide a complete client listing for all of the Offeror's projects with related scope of work.



For each reference, include the following information:

- a. Client name;
- b. Contact person from the client with personal knowledge of the Offeror's work for that client, their phone number and email address;
- c. Start and end dates of the project;
- d. Offeror's role (prime contractor, subcontractor, vendor, etc.) on the project;
- e. Total value of the project and the Offeror's contract value (if different); and
- f. A brief description of the project.

#### 4.9.3. **Key Personnel and Team Organization**

"Key Personnel" is defined as an individual who is considered essential to the project and will be named in contract documents. The HDOT reserves the right to amend designated Key Personnel based on the Offer's Proposal.

At a minimum, the Offeror shall provide the following:

- a. Names, resumes, and at least two references of Offeror's Key Personnel for the contractor, subconsultants, subcontractors and support staff that will be assigned to the Project.
- b. Role of each team staff member, where they will be physically located (i.e., identify the county of the State of Hawaii in which they will be residing) during the Project, and the percent of their time they will be committed to the Project, by Project year.
- c. The Project organization chart, identifying all Key Personnel and positions of supporting staff.
- d. Provide regular hourly rates for traffic engineering work per pay category. These hourly rates will be used as a basis for negotiation of work paid for on a force account basis.

#### 4.9.4. **Removal and/or Replacement of Key Personnel**

- a. Except as the HDOT may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Offeror, it becomes necessary to replace any of the Key Personnel, the Offeror shall provide as a

replacement a person of equivalent or better qualifications and must be approved by HDOT.

- b. If the Offeror (i) finds that any of the Key Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Key Personnel, then the Offeror shall, at the HDOT's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the HDOT.
- c. The Offeror shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Key Personnel.

#### 4.9.5. Supplemental Information

If the Offeror desires, supplemental information may be included in this section. This could include additional descriptions, examples of relevant documentation from other similar projects, or other material related to this Project. There should be a rationale included for why the information is relevant. (Only information deemed relevant by HDOT will be considered by HDOT.)

### 4.10. SECTION 4: WORK PLAN

The Work Plan shall describe the Offeror's methodology to deliver the scope of work and meet Program requirements. It shall be presented in sufficient detail to permit objective evaluation of the Proposal. The Work Plan should demonstrate Offeror's understanding of the project and convey how the Offeror will complete all elements of the project in a timely, cost-effective manner. The Offeror shall provide a CPM (critical path method) schedule detailing the Offeror's plans to implement the program.

In particular, the Offeror should include the following:

1. Proposed implementation plan, including key tasks, its proposed phases by corridor or area, and the proposed sequence of phases.
2. Description of how the Offeror intends to comply with the redundancy requirement of the traffic signal system.
3. Description of the Offeror's traffic signal optimization methodology that accomplish HDOT's signal optimization objectives for congested corridors. Offeror shall also provide their methodology to optimize un-congested corridors/intersections.
4. Description of how the Offeror intends to accomplish the traffic signal operation and litigation support work.

To allow insight into the expected quality and content of various required submittals, Offeror shall include representative samples of the following:

- Acceptance Test Plan.

### 4.11. SECTION 5: PROPOSED TECHNICAL SOLUTION

The Offeror shall include the Requirements Matrices in Appendix I as part of their RFP response. Each requirement of the Requirements Matrices shall be noted as Comply,

Complies with Exception, Complies with New Development, or Non-Compliance. Following is how each is defined:

- **Comply.** If the Offeror believes its proposed system meets the desired functionality, complies with the requirements listed, and is currently developed and available for shipment and installation, it must be so noted as “comply” on the Requirements Matrices. Offeror shall include a concise explanation of the solution and how the requirement will be met.
- **Complies with Exception.** If the Offeror believes the desired functionality is partially met or present in another form other than as stated, it must be so noted as “complies with exception” on the Requirements Matrices. Offeror shall include a concise explanation of the alternative or partial solution.
- **Complies with New Development.** If the Offeror believes its proposed system does not meet the desired functionality but is proposing to meet the requirements with new development (hardware or software), it must be so noted as “complies with new development” on the Requirements Matrices. Offeror shall include a concise explanation of how the requirement will be met including details on the new development that will be required.
- **Non-Compliance.** If the Offeror believes its proposed system does not currently and will not comply with a listed requirement, it must be so noted as “non-compliance” on the Requirements Matrices. Offeror shall include a detailed explanatory statement and necessary documentation for a “non-compliance” response.

The Offeror shall describe the products included in the Offeror’s Proposal, how they work together (including a physical architecture diagram), and how they will allow the Offeror to meet the RFP requirements. The Offeror shall discuss the outlook for these products and their manufacturers to describe their anticipated long-term viability and place in their markets.

In addition to addressing the requirements matrix, the Offeror shall address in their response the following future programs that will require some integration with HDOT’s selected Traffic Signal System.

- The first related program is a planned upgrade to the City and County of Honolulu’s Traffic Signal System. It is anticipated that the City and County of Honolulu (City) will be evaluating HDOT’s selected signal system vendor as well as other alternatives for a planned upgrade to their current Traffic Signal Central System. It is likewise envisioned that due to network considerations, the City and County of Honolulu’s system in all cases will run on a distinct server system and head-end software. Though not part of this current procurement, the Offeror should describe in their proposal response, how their proposed central system solution would work with a distinct separate traffic central system where that system could either be a separate instance of the Offeror’s solution or another vendors solution.
- The second related program is HDOT’s traffic signal modernization program. Please elaborate on your proposed solution and how it might used as, or integrate with, an asset management system for HDOT’s traffic signal system.

#### 4.12. SECTION 6: SOFTWARE ASSURANCE

The Offeror shall describe the software assurance support services included and any conditions associated with the software assurance support.

#### **4.13. SECTION 7: PRICING OFFER FORM (OF-2)**

To be considered an acceptable or potentially acceptable proposal, the Offeror's Proposal shall respond to, and include, all items specified in this RFP and any subsequent addendum. Any Proposal offering any other set of terms and conditions that conflict with the terms and conditions provided in this RFP or in any subsequent addendum may be rejected without further consideration.

Found in *Appendix B*, pricing shall be submitted on Offer Form OF-2. The price shall be the all-inclusive cost, including Hawaii GET, to the State of Hawaii. No other costs will be honored. Any unit prices shall be inclusive.

By submitting a Proposal in response to this solicitation, Offeror certifies as follows:

- A. The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- B. Unless otherwise required by law, the unit costs which have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- C. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.
- D. To the best of his/her knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the date the Proposal is submitted and will be honored for up to a maximum of 90 days or as provided in *Section 1.15*, or until the contract is executed, whichever is sooner.

#### **4.14. SECTION 8: EXCEPTIONS**

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

#### **4.15. APPENDIX A: RESUMES**

Resumes for all Key Personnel and staff listed in the Offeror's Project organization chart (referenced in *Section 4.9.3, Key Personnel and Team Organization*) shall be provided in Appendix A. One-page resumes are preferred.

#### **4.16. APPENDIX B: FINANCIAL CONDITIONS**

Provide a general description of the financial condition of the Offeror and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Offeror's or Subcontractors' ability to complete the project.

## 5. PROPOSAL EVALUATION

The HDOT reserves the right to reject any or all Proposals and waive any defects if the HDOT believes the rejection or waiver to be in the best interest of the HDOT. The right to waive defects does not extend to Proposals that are out of compliance with the requirements found in the Hawaii Administrative Rules.

The evaluation will be based solely on the evaluation criteria detailed in this RFP and performed by the selected members of the Evaluation Committee consisting of at least three (3) governmental employees with qualifications and experience in this area.

Evaluation criteria and the associated points are listed below. Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

A contract may be awarded on the basis of initial Proposals received, without discussion. Therefore, each initial Proposal shall contain the Offeror's best terms from a technical and cost/price standpoint.

Proposals may be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Offerors who submit Proposals determined to be acceptable or potentially acceptable of being selected for award, but Proposals may be accepted without such discussions.

The final selection of a selected Offeror, if any, will be made in accordance with the evaluation criteria as specified herein.

### 5.1. EVALUATION PROCESS OVERVIEW

The Evaluation Committee will apply a numerical rubric to evaluate the Proposals. The following sections describe the evaluation process in more detail.

- Phase 1: Preliminary Evaluation of Proposals
- Phase 2: Rating and Determination of Priority-Listed Offerors
- Phase 3: Demonstrations and Discussion with Priority-Listed Offerors (at HDOT's option)
- Phase 4: Best and Final Offers (at HDOT's option)
- Phase 5: Selection and Award

### 5.2. EVALUATION CRITERIA

Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. The award shall be made to the selected responsible Offeror whose Proposal is determined to be the most advantageous to the State of Hawaii. **The total number of points used to score this contract is 100.** Evaluation criteria and the associated points are listed in *Table 2*.

Table 2: Evaluation Criteria

Criterion	Maximum Points
Experience and Capabilities	25
Work Plan	25
Proposed Technical Solution	25
Pricing: Points for costs will be allocated using the following formula: $\frac{(\text{Lowest Total Cost of All Offerors})}{(\text{Offeror's Total Cost})} \times 25$	25
<b>TOTAL</b>	<b>100</b>

See below *Table 3* for example of the Pricing criteria:

Table 3: Pricing Criteria Example

	Proposed Bid Price	Construction Cost Weighted Score
Offerer A	\$30,000,000	20.83
Offerer B	\$25,000,000	25
Offerer C	\$27,500,000	22.72

See *Section 4.9 Experience and Capabilities*, *Section 4.10 Work Plan*, and *Section 4.11 Proposed Technical Solution* for more details regarding these criteria.

### 5.3. PHASE 1: PRELIMINARY EVALUATION OF PROPOSALS

A preliminary evaluation shall determine whether each Proposal is considered acceptable, and therefore justifying further evaluation. In its preliminary evaluation, the HDOT will examine the completeness of each Proposal, and its compliance with the instructions, terms, and conditions in this RFP. Subsequent review and evaluation will be based on the criteria stated in the following sections. Any Proposals that are incomplete or that do not comply with the instructions or terms and conditions of the RFP shall be rejected by the HDOT and excluded from further consideration.

Acceptable Proposals must meet all submittal requirements and the minimum eligibility requirements described in the RFP in order to become a Priority Listed Offeror and thus entitled to engage in discussions and submit Best and Final Offer.

### 5.4. PHASE 2: RATING AND DETERMINATION OF PRIORITY-LISTED OFFERORS

Before conducting discussions, a priority list shall be generated by the Evaluation Committee. In order to generate a priority list, Proposals shall be initially classified as acceptable, potentially acceptable, or unacceptable.

All responsible Offerors who submit acceptable Proposals or potentially acceptable Proposals are eligible for the prioritized listing.

If numerous acceptable and potentially acceptable Proposals are submitted, the Evaluation Committee may limit the priority list to at least three (3) responsible Offerors who submitted the highest-ranked Proposals.

## **5.5. PHASE 3: DEMONSTRATIONS AND DISCUSSIONS WITH PRIORITY-LISTED OFFERORS**

Demonstrations and discussions may be conducted with Priority-Listed Offerors, if deemed advantageous by the HDOT. Demonstrations and discussions will be limited to only Priority-Listed Offerors and are held 1) to promote understanding of the HDOT requirements and the Priority-Listed Offeror's Proposals and 2) to facilitate arriving at a contract that will provide the best value to the HDOT, taking into consideration the evaluation factors set forth in the RFP. Demonstrations and discussions may include Offeror presentation of its Proposal, interviews with Offeror's Key Personnel, demonstrations, site visits, or teleconferences. Any discussions shall be conducted in an organized and consistent manner established by the HDOT, and in accordance with the following:

- A. Priority-Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals.
- B. If required, demonstrations shall be in person at the JTMC located at 710 South King Street, Honolulu, Hawaii 96813 or at Offeror site if approved by HDOT.
- C. Other than the State-furnished traffic signal controller hardware, which will be provided for this demonstration, each priority-listed Offeror is responsible to provide its own hardware and required equipment to demonstrate the proposed solution. An Offeror-provided remote connection to an off-site server is acceptable.
- D. The State will not reimburse the priority-listed Offerors for any costs associated with preparing or presenting its proposal or its demonstrations.
- E. Any substantial oral clarification of a Proposal shall be reduced to writing by the Priority-Listed Offeror.
- F. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change. Addenda to the RFP shall be distributed only to the Priority-Listed Offerors.
- G. Priority-Listed Offerors may be permitted to amend Proposals already submitted, limited to the discussions conducted.
- E. If in the opinion of the Evaluation Committee a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled, and a new RFP may be issued.
- F. The contents of any Proposal shall not be disclosed so as to be available to competing Offerors during the discussion process.



## **5.6. PHASE 4: BEST AND FINAL OFFERS**

At the option of the HDOT and following discussions between the Evaluation Committee and the Priority-Listed Offerors, each Priority-Listed Offeror may be asked to provide their best and final offer. In that event, the procedure as listed below will be used.

- A. The Evaluation Committee will establish a date and time for submission of best and final offers.
- B. Offerors may be afforded the opportunity to revise their Proposals, including price, during the best and final Offers phase.
- C. If an Offeror does not submit a notice of withdrawal or a best and final Offer, the Offeror's immediate previous Proposal will be construed as its best and final offer.
- D. After best and final offers are received, final evaluations will be conducted by the Evaluation Committee for an award.
- E. Best and final offers shall be submitted only once, unless the Head of the Purchasing Agency determines that it is in the HDOT's best interest to conduct additional discussions or change the HDOT's requirements by addendum distributed only to Priority-Listed Offerors and require another submission of best and final offers. Otherwise, no discussion of or change in the best and final offers shall be allowed prior to award.

## **5.7. PHASE 5: SELECTION AND AWARD**

Refer to *Section 1.17, Contract Award*.

### **Appendices:**

- Appendix A. Offer Form, OF-1
- Appendix B. Offer Form, OF-2
- Appendix C. Bid, Performance, and Payment Bond Forms
- Appendix D. Contract Form and AG General Conditions
- Appendix E. Special Conditions
- Appendix F. Special Provisions
- Appendix G. Certificate for Performance of Services
- Appendix H. Federal Aid Construction Requirements
- Appendix I. Requirements Matrices
- Appendix J. Special Provisions to the Standard Specifications

- Appendix K. HDOT Oahu Traffic Signal Inventory
- Appendix L. Record Drawings for Intersections with ATCS
- Appendix M. Typical ATCS Detection Installation Details

**APPENDIX A**  
OFFER FORM OF-1

TRAFFIC SIGNAL CONTROLLER INSTALLATION & ADAPTIVE TRAFFIC SIGNAL  
CONTROL TECHNOLOGY AT VARIOUS LOCATIONS, OAHU  
STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
PROJECT NO. STP-0300(189)

Department of Transportation, [Highways Division](#)  
State of Hawaii  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_

(x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_  
\_\_\_\_\_

\*\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

**\*\*If Offeror is a “dba” or a “division” of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.**

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.)

**APPENDIX B: OFFER FORM, OF-2**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
209.0100	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	\$250,000.00
623.1100	Intersection Detection (4-Way)	77	EACH	\$ _____	\$ _____
623.1200	Intersection Detection (3-Way)	35	EACH	\$ _____	\$ _____
623.1300	Intersection Detection (2-Way)	6	EACH	\$ _____	\$ _____
623.2100	Mid-Block Magnetometer Detection, per Intersection	99	EACH	\$ _____	\$ _____
623.4100	Additional Signal Work and Equipment	F.A.	F.A.	F.A.	\$2,000,000.00
636.0100	Additional E-Construction Programs, Additional Licenses, or Additional Equipment	F.A.	F.A.	F.A.	\$150,000.00
645.0200	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	F.A.	F.A.	F.A.	\$250,000.00
696.0100	Maintenance of Trailers	F.A.	F.A.	F.A.	\$100,000.00
697.3012	Traffic Signal Central System Licenses	255	EACH	\$ _____	\$ _____
697.3013	Local Controller Firmware	255	EACH	\$ _____	\$ _____
697.3016	Cellular Data Service	15,912	MONTHS	\$ _____	\$ _____

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
697.3017	ATCS, per Intersection	118	EACH	\$ _____	\$ _____
697.3018	ATSPM Module, per Intersection	118	EACH	\$ _____	\$ _____
697.3019	Software Assurance Agreement Two Year Extension	L.S.	L.S.	L.S.	\$ _____
697.3030	Training	L.S.	L.S.	L.S.	\$ _____
697.3031	Refresh Training	L.S.	L.S.	L.S.	\$ _____
697.3040	System Documentation	L.S.	L.S.	L.S.	\$ _____
697.3041	As-Builts	L.S.	L.S.	L.S.	\$ _____
697.3052	Traffic Signal Central System Implementation	L.S.	L.S.	L.S.	\$ _____
697.3053	Controller, Conflict Monitor Unit, and Cellular Modem Implementation, per Intersection	255	EACH	\$ _____	\$ _____
697.3101	Traffic Signal Timing Optimization Approach	L.S.	L.S.	L.S.	\$ _____
697.3102	Develop and Implement Recommended Optimization Measures	F.A.	F.A.	F.A.	\$1,750,000.00
697.3201	Traffic Signal System Maintenance, per Intersection	10,836	MONTHS	\$ _____	\$ _____
697.3202	Traffic Signal Operation and Litigation Support	F.A.	F.A.	F.A.	\$1,200,000.00

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
699.0100	Mobilization (Not to Exceed 6 Percent of the Sum of All Items Excluding the Bid Price of this Item)	L.S.	L.S.	L.S.	\$ _____

Total contract cost for accomplishing the development and delivery of the services.

\$ \_\_\_\_\_

**Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.**

I certify that, to the best of my knowledge and belief, the pricing data and cost included in OF-2 is accurate, complete, and current as of \_\_\_\_\_, 2022 and will be honored for up to a maximum of 90 days or as provided in section 1.16, or until the contract is executed, whichever is sooner.

Authorized (Original) Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Offeror: \_\_\_\_\_

Name of Company

**APPENDIX C: BID, PERFORMANCE, AND PAYMENT BOND FORMS**



# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

\_\_\_\_\_  
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

\_\_\_\_\_  
(Required amount of bid security)

Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS:

The Principal has submitted an offer for \_\_\_\_\_

\_\_\_\_\_  
(Project by number and brief description)

## NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Seal) \_\_\_\_\_  
Name of Principal (Offeror)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal) \_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PERFORMANCE BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a  
surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the above-bound Principal has signed a Contract with Obligee on  
\_\_\_\_\_, for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part  
hereof.

**NOW THEREFORE**, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in  
strict accordance with the terms of the Contract as said Contract may be modified or amended  
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Oblige in satisfaction of the surety's performance obligation on this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

# PERFORMANCE BOND

## KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_  
(State/County entity)

its successors and assigns, as Oblige, hereinafter called Oblige, in the amount

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_),  
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Oblige, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_;
- Certificate of Deposit, No.** \_\_\_\_\_, dated \_\_\_\_\_  
issued \_\_\_\_\_ by \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn \_\_\_\_\_ on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn \_\_\_\_\_ on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn \_\_\_\_\_ on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn \_\_\_\_\_ on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

- **Certified Check No.** \_\_\_\_\_, dated \_\_\_\_\_ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

\_\_\_\_\_ hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE,**

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

**LABOR AND MATERIAL PAYMENT BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Oblige, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-bound Principal has signed Contract with the Oblige on \_\_\_\_\_ for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**



# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto \_\_\_\_\_  
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
  
- Share Certificate** unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_
  
- Certificate of Deposit, No.** \_\_\_\_\_, dated \_\_\_\_\_  
issued by \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
  
- Cashier's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
  
- Teller's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
  
- Treasurer's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
  
- Official Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
  
- Certified Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

**APPENDIX D: CONTRACT FORMS AND AG GENERAL CONDITIONS**



**STATE OF HAWAII**  
**CONTRACT FOR GOODS OR SERVICES**  
**BASED UPON**  
**COMPETITIVE SEALED PROPOSALS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_,  
(Insert name of state department, agency, board or commission)  
 State of Hawaii ("STATE"), by its \_\_\_\_\_,  
(Insert title of person signing for State)  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_  
 ("CONTRACTOR"), a \_\_\_\_\_  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
 under the laws of the State of \_\_\_\_\_, whose business address and federal and state taxpayer identification numbers are as follows: \_\_\_\_\_  
 \_\_\_\_\_

**RECITALS**

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.
- B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
- C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.
- E. Pursuant to \_\_\_\_\_,  
(Legal authority to enter into this Contract)  
 the STATE is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:  
 (1) \_\_\_\_\_  
(Identify state sources)  
 or (2) \_\_\_\_\_  
(Identify federal sources)  
 or both, in the following amounts: State \$ \_\_\_\_\_  
 Federal \$ \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number \_\_\_\_\_ ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
- 2. Compensation. The CONTRACTOR shall be compensated for goods supplied

or services performed, or both, under this Contract in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR  is required to provide or  is not required to provide:  a performance bond,  a payment bond,  a performance and payment bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

**STATE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title) \*

\_\_\_\_\_  
(Date)

**CORPORATE SEAL**

(If available)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

# GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the



Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

### 13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

#### 14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;



- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

## APPENDIX E: SPECIAL CONDITIONS

### 1.1 CONTRACT ADMINISTRATOR

For purposes of the RFP contract, the person in *Section 1.3.2, Point of Contact*, or his/her duly authorized representative or successor in office is designated Contract Administrator (CA).

The CA is responsible for:

- A. The terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- B. Monitoring the Offeror's work, documenting that Offeror maintains the required insurance coverage (if applicable), evaluating the work of the Offeror, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- C. Notifying Contracts Office in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the State.").

### 1.2 INSURANCE

Prior to commencing with the work, the Offeror shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii. Coverage by a "non-admitted" carrier is permissible provided the carrier has AM Best's Rating of "A-VII" or better. More information can be found at this link:

<http://www.ambest.com/home/default.aspx>

All policies must provide that 30 days prior written notice of cancellation or material change in coverage be given to certificate holders stated above. Such insurance when accepted by the Director in writing shall become applicable and shall remain unmodified throughout the entire term of the contract and in no event shall be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the State of Hawaii. Such insurance aforementioned shall cover the State of Hawaii for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including other work performed outside of the work area, and all change orders.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Offeror postponing the issuance of a notice to proceed notwithstanding

the fact that the Offeror shall not be allowed to proceed with the work until said certificates are submitted and approved.

A separate endorsement form (CG 20 10 or equivalent) shall be included with the Certificate of Insurance with the General Liability policy number printed at the top of the form. The form shall also include the Project number, Project title and the State of Hawaii Department of Transportation as the owner.

Each insurance policy required by the RFP contract shall contain the following clauses:

1. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

**A. Commercial General Liability:**

The Offeror shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregates. The General Liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

**B. Workers' Compensation:**

The Offeror shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under the contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

**C. Comprehensive Automobile Liability:**

The Offeror shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

**1.3 INVOICING**

All invoices shall reference the price/vendor list contract number and the RFP Project number. A delivery receipt(s), or copy of a completed work order for services requests, indicating the RFP and RFP Project number, signed, and dated by HDOT personnel, shall accompany the invoice. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original.

**1.4 PAYMENT**

HRS §103-10 provides that the State of Hawaii shall have thirty (30) calendar days after receipt of an accepted invoice and satisfactory delivery of goods or performance of the

services, to make payment. For this reason, the State of Hawaii shall reject any Proposal submitted with a condition requiring payment within a shorter period. Further, the State of Hawaii shall reject any Proposal submitted with a condition requiring interest payments greater than that allowed by HRS §103-10. The State of Hawaii will not recognize any requirements established by the Offeror and communicated to the State of Hawaii after award of the contract, which requires payment within a shorter period or interest payment not in conformance with HRS §103-10.

During the Project period, incremental payments shall be made to the awarded Offeror on a monthly basis upon receipt of monthly progress reports documenting Offeror activity. Progress payments during the transition period will be based on a straight-line calculation of the total cost for the transition period divided by the number of months the transition occurs.

During the operational program, monthly payments will be made based on receipt of monthly, quarterly, and annual reporting deliverables outlined in the RFP and will be based on actual service hours delivered during each monthly period.

## **1.5 FINAL PAYMENT**

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

1. A tax clearance certificate, not over two (2) months old and with an original green “certified copy” stamp, must accompany the invoice for final payment.
2. In lieu of the above, Offeror may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

All required certificate(s) for the Offeror and all subcontractors, must accompany the invoice for final payment on the contract.

## **1.6 AVAILABILITY OF FUNDS**

The contract is subject to the availability of funds. Pursuant to HRS §§103D-309, except in certain instances, no contract entered into between the State of Hawaii and the Offeror shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the State’s obligations for payments in the current fiscal year. In that event, the State will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially funded contracts shall be enforceable only to the extent that funds are certified as available. The State of Hawaii agrees to notify the Offeror of such non-allocation at the earliest possible time. The State of Hawaii shall not be penalized



in the event this provision is exercised. This provision is not meant to permit the State of Hawaii to terminate the contract in order to acquire similar equipment or services from a third party.

## **1.7 SUBCONTRACTING**

Prior to award of the Contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. After award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. No subcontract shall under any circumstances relieve the Offeror of its obligations and liability under its contract with the HDOT. All persons engaged in performing the work covered by the contract shall be considered employees of the Offeror.

## **1.8 CONTRACT STAFFING REQUIREMENTS**

Personnel, whose names and resumes are submitted in the Proposal, shall not be removed from the Project without prior approval of the CA. Substitute or additional personnel shall not be used for the Project until a resume is received and approved by the CA. The HDOT shall have the right, and the Offeror shall comply with any request, to remove and replace any personnel from all work on the Project effective immediately upon notification by the HDOT. Personnel changes that are not approved by the CA may be grounds for contract termination.

## **1.9 EXCLUSION OF SPECIFIC WORKERS**

The State reserves the right to require the Offeror to remove an employee, agent, Subofferor or volunteer (Worker) from performing work under this contract. The CA shall notify the Offeror in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The Offeror may appeal this decision to the CA, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subofferor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the Offeror to employ the removed individual but shall apply to any work requiring interaction with the State, its employees, or consultants.

The State may require the Offeror to reimburse monies paid, may seek associated damages, and relief in accordance with law.

## **1.10 INSPECTION AND PROCEDURAL CHANGES; RELIEF AVAILABLE TO STATE**

All work is subject to inspection, evaluation, and approval by the CA. The State may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the CA determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the CA may direct the Offeror to make such changes.

Upon failure of the Offeror to perform any provisions of the Contract (based on the identified portion of unacceptable work received), the State may determine Offeror is in non-compliance with Contract requirements and may:

- A. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the Offeror.
- B. Seek Reimbursement – Seek reimbursement from the Offeror or withhold future payments for any funds paid to the Offeror subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- C. Seek Market Value – In the event the Offeror fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the State reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the Offeror, the difference between the price named in the contract and the actual cost to the State. In case any money due the Offeror is insufficient for said purpose, the Offeror shall pay the difference upon demand from the State. The State may also utilize all other remedies provided by law.

### 1.11 FEDERAL FUNDS

The State and Offeror shall be guided by and subject to the provisions of all Federal and State regulations, directives, guidance, and circulars issued for the purposes of implementing the federal program standards.

State shall provide the Offeror with specific Federal and/or State requirements including but not limited to reporting requirements, funding allocations, and timeframes, as they are issued or are otherwise made available to the State by the Federal and State government, which requirements shall be binding on the Offeror as a condition of the Offeror's performance and as a condition of receipt of funds under the contract.

It is expressly understood and agreed that the obligation of the State to proceed under the contract is conditioned upon the appropriation of funds by the federal government and/or the appropriation of funds by the Hawaii State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the Federal government to provide funds of the State of Hawaii to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The State shall notify the Offeror of its right to terminate this agreement in writing. The effective date of termination shall be as specified in the notice of termination.

- Suspension and/or Debarment – Offeror certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency; (b) have, within a three (3) year period preceding the contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving

stolen property; (c) are presently indicted or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements of receiving stolen property, and (d) have, within a three (3) year period preceding the contract, had one or more public transactions (federal, state or local) terminated because of default. See Excluded Parties List System at <https://www.sam.gov/>.

#### **1.12 SPECIAL CONDITIONS ARE SUPPLEMENTAL**

Nothing in the Special Conditions of the contract shall supersede the General Conditions, but shall serve to supplement the General Conditions, except where a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

#### **1.13 APPROVALS**

Any agreement arising out of this RFP may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

## **APPENDIX F: SPECIAL PROVISIONS**

### **1.1 OFFER GUARANTY**

A Proposal security is required for this RFP.

### **1.2 CONTRACT INVALIDATION**

If any provision of the contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **1.3 CONFLICTS OF INTEREST**

The Offeror represents that neither the Offeror, nor any employee or agent of the Offeror, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Offeror's performance of the contract.

### **1.4 WAIVER**

The failure of the State of Hawaii to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State of Hawaii's right to enforce the same in accordance with the contract.

### **1.5 SEVERABILITY**

In the event that any provision of the contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of the contract.

### **1.6 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY OFFERORS**

It has been determined that funds for the contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State of Hawaii and county government Offeror during the term of the contract if the Offeror is paid with funds appropriated by a legislative body.

**APPENDIX G: CERTIFICATE FOR PERFORMANCE OF SERVICES**

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for PROJECT NAME & NUMBER, it will fulfill the following conditions:

1. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Transportation. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the Director of Transportation has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

DATED at Honolulu, Hawaii, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary signature  
Notary public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit  
Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary signature  
Date \_\_\_\_\_

NOTARY CERTIFICATION

## **APPENDIX H: FEDERAL AID CONSTRUCTION REQUIREMENTS**

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

Bidders are directed to read and be familiar with EXHIBIT B Requirements for Participation By Disadvantaged Business Enterprises (DBEs), which establishes the program requirements pursuant to Title 49 Code of Federal Regulations Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith. For the DBE forms included in Appendix H, the proposal due date will be considered instead of the bid opening date. DBE forms will be due 5 days after the proposal due date. All Bidders must e-mail the Engineer at [tara.yi.lucas@hawaii.gov](mailto:tara.yi.lucas@hawaii.gov) the Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction, Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Trucking Company and Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement –Subcontractor, Manufacturer, or Supplier by October 31, 2022 at 2:00 PM HST. Failure to provide these documents shall be cause for bid/proposal rejection.

## INSTRUCTIONS FOR CONTRACTOR'S LICENSING

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project (*See, HRS § 444-7 for the definitions of an "A" and "B" project.*), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.



**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity" and the "Specific Equal Employment Opportunity Responsibilities" set forth in the "Required Federal Aid Construction Contract Provisions."

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work on this project are as follows:

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CATEGORY	TIMETABLE	GOAL
Female participation in each trade	Indefinite	6.9%
Minority participation in each	None	69.1% (Oahu)
Trade (female included)	None	70.4% (Hawaii, Maui, Kauai)

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These goals are applicable to all the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally assisted construction contract or subcontract.

The Contractor's compliance with the Executive Order shall be based on its implementation of the Equal Opportunity Clause, and its efforts to meet the goals established for the contract resulting from this solicitation. The hours of female and minority employment and training must be substantially uniform throughout the length of the contract, and in trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract and Executive Order. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Area Director, Hawaii Area Office, Office of Federal Contract Compliance Programs, U.S. Department of Labor, 300 Ala Moana Blvd., P.O. Box 50149, Honolulu, Hawaii 96850, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; and estimated starting and completion dates of the subcontract. The Contractor shall indicate which are minority group subcontractors and the ethnic identity and sex of the owner(s) and policy-making official(s).



“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 consultant agrees to include the above statements in any subsequent contracts that it enters into with other consultants, and shall require those consultants to include similar statements in further agreements.

## V. **PROPOSER RESPONSIBILITIES**

All Proposers 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 <https://hidot.hawaii.gov/administration/files/2019/03/Bidder-Registration-Fillable-Form.pdf>. Certified DBEs are automatically registered with the Department and are not required to submit a Bidder Registration Form. All other Proposers 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, 200 Rodgers Boulevard, Honolulu, Hawaii 96819. Proposers are not required to register each time a proposal is submitted, but should notify HDOT DBE Staff of any material changes to the firm, including changes to contact information. Registered Proposers are posted on the website listed above.

Proposers shall fully inform themselves with respect to the requirements of the DBE Regulations. Particular attention is directed to the following matters:

- A. Proposers shall take all necessary steps to ensure that DBEs have an opportunity to participate in this contract.
- B. DBEs may participate as a prime consultant, subconsultant, subcontractor, trucker, manufacturer, 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 Proposer and a DBE in which a DBE promises not to provide subcontracting quotations to other Proposers 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.

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- E. Information regarding the current certification status of DBEs is available on the Internet at <https://hdot.dbesystem.com/>.
- 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 consultant is responsible to ensure that the DBE performs a CUF.

## **VI. PROPOSAL REQUIREMENTS**

- A. DBEs must be certified by the proposal due date.
- B. The names of DBEs, dollar amount of work committed, and good faith efforts documentation, shall be due with the Proposer’s cost proposal.
- C. Copies or faxes of all DBE Confirmation and Commitment Agreement Forms signed by each DBE shall be submitted to the Project Manager listed in the proposal by the cost proposal deadline. The Confirmation and Commitment Agreement shall include, among other things, the project name and number, work items, quantities, unit pricing, total dollar amount, name and signature of the DBE, address, name, and signature of the subcontractor if the DBE is a second-tier subcontractor, and name and signature of the prime consultant. Failure to provide this completed form shall be cause for proposal rejection.

The DBE Contract Goal Verification and Good Faith Efforts Documentation Form is also due with the submission of the cost proposal. If the contract goal is not met, documentation of good faith efforts including quotations for both DBE and non-DBE subconsultants when a non-DBE is selected over a DBE for the project, shall be submitted on said form and should be attached to the cost proposal.

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

The above forms must be complete and provide the necessary information to properly evaluate proposals. Failure to provide any of the above shall be cause for proposal rejection.

## **VII. 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 subconsultant 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 consultant toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- F. The following is a list of appropriate DBE credit to be allowed for work to be performed by an DBE subconsultant. 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 an 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 an 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

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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 an 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 an 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 subconsultant 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;

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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 an 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. 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);
- I. 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
- J. Do not count the participation of a DBE subconsultant toward a consultant's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.
- K. The proposer 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.
- L. 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.
- M. 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 consultant, 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 consultant 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.

## **VIII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM**

- A. The following guidelines apply to the use of joint checks:

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1. The second party (typically the prime consultant) 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 consultant 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. Consultants 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 consultants (federal and state contracts);
  2. Use of joint checks must be available to all subconsultants;
  3. Material industry sets the standard industry practice, not prime consultants;
  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;

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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 consultant that the DBE is to use a specific supplier nor the prime consultant's negotiated unit price

**IX. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD**

- A. It is the sole responsibility of the proposer to submit any and all documents, logs, correspondence, and any other records or information to the Department that will demonstrate that the proposer made good faith efforts to meet the DBE goal. In its good faith evaluation, the Department shall perform the following as part of its evaluation: a) request additional information and documents from the proposer; b) compare the proposer's proposal against the proposals of other proposers, and compare the DBEs and DBE work areas utilized by the proposer with the DBEs listed in other proposals submitted for this contract; c) verify contacts by proposers with DBEs; and d) compare the DBE and the categories of DBE work targeted by the proposer 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 proposer. Actions on the part of the proposer that will be considered demonstrative of good faith efforts include, but are not limited to, the following:
1. Whether the proposer submitted the required information with its cost proposal (i.e. DBE name, address, NAICS code, description of work, project name, and number), and dollar amounts for all subconsultants with their proposal;
  2. Whether the proposer solicited through all reasonable and available means (e.g. attendance at pre-proposal 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 proposer 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 proposer took appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project;
  3. Whether the proposer 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

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out contract items into economically feasible units to facilitate DBE participation even when the proposer might otherwise prefer to self-perform these work items);

4. Whether the proposer 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 proposer's solicitation;
5. Whether the proposer 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 proposer 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 themselves, sufficient reasons for a proposer'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 proposer to perform a portion of the work with its own forces, that could have been undertaken by an available DBE, does not relieve the proposer 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 proposer 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 proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
9. Whether the proposer made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services;
10. Whether the proposer effectively used the services of available minority/women community organizations, minority/women business groups, consultants' 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 proposer, who selects a non-DBE over an DBE subconsultant, has quotes of each DBE and non-DBE subconsultant submitted to the proposer for work on the contract; and for each DBE that was contacted but not utilized by the proposer for a contract, the proposer has a detailed written explanation for each DBE detailing the reasons for the proposer's failure or inability to utilize, or to allow the DBE to participate in the contract; and

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12. Whether other proposers met the goal and whether the apparent successful proposer could have met the goal with additional efforts. The Department may determine that an apparent successful proposer who fell short of meeting the goal, made good faith efforts when it met or exceeded the average DBE participation obtained by other proposers.

**X. ADMINISTRATIVE RECONSIDERATION.**

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

- A. Within five (5) working days of being informed in writing by the Department that the proposer has not documented sufficient GFE, a proposer may request administrative reconsideration. Proposers 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 proposer failed to meet the goal or make adequate good faith efforts to do so.
- C. As part of this reconsideration, the proposer 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 proposer 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 proposer 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 proposer met the contract goal, or whether or not the proposer made adequate GFE to achieve the contract goal.

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- F. The reconsideration decision is not administratively appealable to USDOT but is appealable under HRS 103D-709.

**XI. AWARD OF CONTRACT**

- A. In a request for proposal (RFP) procurement, the Department reserves the right to reject any or all proposals. The award of contract, if it is awarded, will be to the proposer with the highest score in accordance with the evaluation criteria set forth in the RFP and 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 proposer with the highest score 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 proposal shall be rejected. The Department will then consider the next highest scoring proposal for award in accordance with paragraph A above.

**XII. REPLACEMENT OF A DBE ON A PROJECT WITH A CONTRACT GOAL**

Under this contract, the prime consultant shall utilize the specific DBE listed to perform the work and supply the materials for which each is listed unless the consultant obtains written consent from the Department to replace a DBE. If the Department's consent is not provided, the consultant 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 consultant 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 consultant'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 consultant has the ability and/or desire to perform the contract work with its own forces does not relieve the consultant 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 consultant 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 consultant must include the following:

- 1. The date the consultant determined the certified DBE to be unwilling, unable or ineligible to perform work on the contract;

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2. The projected date that the consultant 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 consultant'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 consultant;
5. Documentation of consultant's good faith efforts to enable affected DBE to perform the work;
6. The current percentage of work completed on each proposal item by the affected DBE;
7. The total dollar amount currently paid per proposal item for work performed by the affected DBE;
8. The total dollar amount per proposal item remaining to be paid to the DBE for work completed but for which the DBE has not received payment, and with which the consultant has no dispute; and
9. The total dollar amount per proposal item remaining to be paid to the DBE for work completed, for which the DBE has not received payment, and with which the consultant and DBE have a dispute.

The prime consultant 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 consultant's request and DBE's stated position before approving the termination or substitution request, or determining if any action shall be taken against the consultant.

There shall be no substitution or termination of a DBE subconsultant at any time without the prior written consent of the Department. The Department will provide written consent only if the consultant 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 subconsultant fails or refuses to execute a written contract;
2. The listed DBE subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
3. The listed DBE subconsultant fails or refuses to meet the prime consultant's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subconsultant 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 subconsultant is not a responsible consultant;

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7. The listed DBE subconsultant voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
8. The listed DBE subconsultant 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 consultant is unable to complete its work on the contract.

Upon approval from the Department to replace a DBE, the consultant'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 consultant.

If a DBE subconsultant is unable to perform work under the contract, and is to be replaced, the consultant's failure to obtain a substitute certified DBE or to make good faith effort to obtain such a substitute DBE subconsultant 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.

### **XIII. CONTRACT COMPLIANCE**

This contract is subject to contract compliance tracking, and the prime consultant and all subconsultants are required to report payments electronically in the Department's online Certification and Contract Compliance Management System (hereafter referred to as "online tracking system"). The prime consultant shall report the date payment was made by the Department and shall report payment to all subconsultants for the audit period. The prime consultant and all subconsultants 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 consultant is responsible for ensuring all subconsultants have completed all requested items and that their contact information is accurate and up-to-date. The Department 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 consultant access of the online tracking system will be provided to designated point of contact with each consultant 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/>.

### **XIV. 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

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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 consultant, including retainage.

- B. The consultant shall pay all subconsultants within ten (10) calendar days after receipt of any progress payments from the Department. This clause applies to both DBE and non-DBE subconsultants, and all tiers of subcontracts.
- C. The consultant will verify that payment or retainage has been released to the subconsultants 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 consultant's reporting of payments to its subconsultants and suppliers in the online tracking system.

Subconsultants, including lower tier subconsultants 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 subconsultants, including lower tier subconsultants, and including retainage released after the subconsultant or lower tier subconsultant's work has been accepted, will be reported by the consultant or the subconsultant.

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

## **XV. RECORDS**

The consultant shall maintain and keep all records necessary for the Department to determine compliance with the consultant'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 consultant shall include:

1. The names, race/ethnicity, gender, address, phone number, and contact person of all DBE and non-DBE consultants, subconsultants, , and vendors identified as DBEs (for vendor to identify whether it is a supplier or manufacturer);

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2. The nature of work of each DBE and non-DBE consultant, subconsultant, manufacturer, supplier, trucker and vendor;
3. The dollar amount contracted with each DBE and non-DBE consultant, subconsultant, manufacturer, supplier, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

**XVI. FAILURE TO COMPLY WITH DBE REQUIREMENTS**

The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. All consultants, subconsultants, 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.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 DOT-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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

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Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

### Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

### Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

### Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

### Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

### Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

### Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
  - the name and home address of each employee
  - the last four digits of social security number
  - a copy of the apprentice's registration with DLIR
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - itemized list of fringe benefits paid
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - total net wages paid
  - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

## Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

## Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

## Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
  - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
  - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
  - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and  
**Suspension** from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]



For additional information, visit the department's website at <http://labor.hawaii.gov/vsd> or contact any of the following DLIR offices:

Oahu (Wage Standards Division).....(808) 586-8777  
Hawaii Island .....(808) 974-6464  
Maui and Kauai .....(808) 243-5322

"General Decision Number: HI20220001 04/15/2022

Superseded General Decision Number: HI20210001

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.



Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/18/2022
3	02/25/2022
4	03/04/2022
5	03/11/2022
6	03/18/2022
7	03/25/2022
8	04/15/2022

ASBE0132-001 09/05/2021

	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.....	\$ 42.80	26.25

BOIL0627-005 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 37.25	31.25

BRHI0001-001 08/30/2021

	Rates	Fringes
BRICKLAYER Bricklayers and Stonemasons.	\$ 46.46	30.43
Pointers, Caulkers and Weatherproofers.....	\$ 46.71	30.43

BRHI0001-002 08/30/2021

	Rates	Fringes
Tile, Marble & Terrazzo Worker Terrazzo Base Grinders.....	\$ 42.59	32.57
Terrazzo Floor Grinders and Tenders.....	\$ 41.04	32.57
Tile, Marble and Terrazzo Workers.....	\$ 44.40	32.57

CARP0745-001 10/01/2021

	Rates	Fringes
Carpenters: Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers;		

Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man.....	\$ 51.25	24.84
Millwrights and Machine Erectors.....	\$ 51.50	24.84
Power Saw Operators (2 h.p. and over).....	\$ 51.40	24.84

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 CARP0745-002 10/01/2021

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 51.50	24.84

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 ELEC1186-001 09/05/2021

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 59.38	30.34
Electricians.....	\$ 52.55	30.14
Telecommunication worker....	\$ 33.69	13.13

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 ELEC1186-002 09/05/2021

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 59.38	30.34
Groundmen/Truck Drivers.....	\$ 39.41	26.12
Heavy Equipment Operators...\$	47.30	28.53
Linemen.....	\$ 52.55	30.14
Telecommunication worker....\$	33.69	13.13

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 ELEV0126-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.33	36.885+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; Signaller; Switchman; Highline Cableway Signaller; 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
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 09/01/2021

	Rates	Fringes
Ironworkers:.....	\$ 43.50	36.84
a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.		

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LAB00368-001 08/30/2021

	Rates	Fringes
Laborers:		
Driller.....	\$ 40.35	23.49
Final Clean Up.....	\$ 30.05	18.87
Gunite/Shotcrete Operator and High Scaler.....	\$ 39.85	23.49
Laborer I.....	\$ 39.35	23.49
Laborer II.....	\$ 36.75	23.49
Mason Tender/Hod Carrier....	\$ 39.85	23.49
Powderman.....	\$ 40.35	23.49
Window Washer (bosun chair).\$	38.85	23.49

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 Nozzlemans - 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); Nozzlemans (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE,

metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

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

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

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

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 LAB00368-002 08/30/2021

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1.....	\$ 26.75	15.05
GROUP 2.....	\$ 27.75	15.05
GROUP 3.....	\$ 21.90	15.05

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 08/30/2021

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 39.95	23.49
GROUP 2.....	\$ 41.45	23.49
GROUP 3.....	\$ 41.95	23.49
GROUP 4.....	\$ 42.95	23.49
GROUP 5.....	\$ 43.30	23.49
GROUP 6.....	\$ 43.55	23.49
GROUP 7.....	\$ 44.00	23.49

GROUP 1: Watchmen; Change House Attendant.

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

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

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

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

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

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PAIN1791-001 01/01/2022

	Rates	Fringes
Painters:		
Brush.....	\$ 39.50	30.34
Sandblaster; Spray.....	\$ 39.50	30.34

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PAIN1889-001 07/01/2021

	Rates	Fringes
Glaziers.....	\$ 40.50	36.18

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\* PAIN1926-001 02/27/2022

	Rates	Fringes
Soft Floor Layers.....	\$ 38.77	33.31

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PAIN1944-001 01/02/2022

	Rates	Fringes
Taper.....	\$ 43.85	32.65

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PLAS0630-001 08/30/2021

	Rates	Fringes
PLASTERER.....	\$ 44.21	32.83

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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 01/02/2022

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	\$ 49.38	28.72

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ROOF0221-001 09/05/2021

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	\$ 42.55	20.78

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SHEE0293-001 02/27/2022

	Rates	Fringes
Sheet metal worker.....	\$ 46.22	30.64

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\* SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60 **	1.20
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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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISIO"



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

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

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

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

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

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

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

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

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



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

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

<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>
---	--

<b>SUBCONTRACTOR:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

<b>MANUFACTURER:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

<b>SUPPLIER:</b>	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
<b>TOTAL COMMITMENT AMOUNT</b>						\$

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: <input style="width: 80%;" type="text"/>	Date:
Fax: <input style="width: 80%;" type="text"/>	
Email: <input style="width: 90%;" type="text"/>	
<b>Prime Contractor:</b>	Name/Title (please print):
Address:	Signature:
Phone: <input style="width: 80%;" type="text"/>	Date:
Fax: <input style="width: 80%;" type="text"/>	
Email: <input style="width: 90%;" type="text"/>	
<b>Subcontractor (only if the DBE will be a second tier sub):</b>	Name/Title (please print):
Address:	Signature:
Phone: <input style="width: 80%;" type="text"/>	Date:
Fax: <input style="width: 80%;" type="text"/>	
Email: <input style="width: 90%;" type="text"/>	

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



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

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

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

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





## Summary of Good Faith Efforts (GFE)

As required by the specifications “*Disadvantaged Business Enterprise Requirements*,” documentation of GFE shall be submitted by the close of business, 4:30 P.M. HST five (5) days of bid opening. **The bidder/offeror shall respond to the following questions and describe efforts to obtain DBE participation whether or not the DBE project goal is met.** Responses must be sufficient to properly evaluate the bidder’s/offeror’s good faith efforts. 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 sufficient to evaluate the bid/proposal shall be cause for bid/proposal rejection.**

1. Did you submit the required information by the close of business, 4:30 P.M. HST, five (5) days after bid opening (i.e. DBE name, address, NAICS code, description of work, project name, and number)?
2. Explain your GFE if any, to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract.
  - a. Explain your GFE if any, to solicit the participation of potential DBEs as early in the procurement process as practicable.
  - b. Explain your GFE if any, to allow sufficient time for the DBEs to properly inquire about the project and respond to the solicitation.
  - c. Explain your GFE if any, to take appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project.
3. Explain your GFE if any, to identify and break up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate DBE participation even when you might otherwise prefer to self-perform these work items).
4. Explain your GFE if any, to make available or provide interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assist them in responding to your solicitation.
5. Explain your GFE if any, to negotiate in good faith with interested DBEs. Evidence of such negotiations includes documenting:
  - a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project.
6. Did you solely rely on price in determining whether to use a DBE? If yes please explain. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by themselves, sufficient reasons for your refusal to utilize a DBE or

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:

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.

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:



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

Project #	Self-explanatory
County	County where project is located
DBE Project Goal	Indicate DBE goal listed in the proposal on P-1
Prime Contractor	Name of prime contractor
Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	Company name of subcontractor, supplier, manufacturer, or trucking firm
DBE (Y/N)	Y for yes and N for no
Bid Item Number and Description	Pay item and description
Approx. Quantity/ Hours	Self-explanatory
Unit	Unit of measure
Unit Price/ Rate	Self-explanatory
Dollar Amount	Total dollar amount committed to subcontractor, supplier, manufacturer, or trucking firm
A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	Total amount of DBE participation
B. Sum of all work items less mobilization, force account items, allowance items	List total of work items minus mobilization, force accounts and allowances. DBE credit shall not be given for mobilization, force account items, and allowance items.
A/B = DBE contract goal	Self-explanatory
Name and Signature of Authorized Representative of Prime Contractor	Self-explanatory (Note: bidder must sign and date every page of form.)
Date	Date form is signed
Summary of Good Faith Efforts (GFE)	Complete by answering questions in detail and providing documentation to support how bidder demonstrated good faith efforts to meet the goal, irrespective of whether or not the goal was met.

## EQUAL OPPORTUNITY

### 1. Selection of Labor

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

### 2. Employment Practices

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Division setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Highway Division advising the said labor union or workers' representative of the contractor's commitments under this Section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of

Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Highway Division or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors. Procurement of Materials, and leasing of Equipment

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter

referred to as the "contractor") agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Division or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State Highway Division, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions, of this contract, the State Highway Division shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this Section 3 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State Highway Division or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Division to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

Approved by  
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime  Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Destination:  CFDA Number, <i>if applicable</i> :	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> : \$	
10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment ( <i>check all that apply</i> ): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment ( <i>check all that apply</i> ): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment ( <i>check all that apply</i> ): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11:   (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:

(Name of signatory party) (Title)  
(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on  
(Contractor or subcontractor)  
the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,  
(Building or work)  
\_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the  
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have  
(Contractor or subcontractor)  
been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in  
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63  
Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-  
Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to  
appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an  
amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe  
benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARK	

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

## INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

### Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

### Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

## APPENDIX I: REQUIREMENTS MATRICES

**TRAFFIC SIGNAL CONTROLLER INSTALLATION & ADAPTIVE TRAFFIC SIGNAL CONTROL TECHNOLOGY AT VARIOUS LOCATIONS, OAHU  
SIGNAL CONTROLLER FIRMWARE REQUIREMENTS MATRIX**

Instructions to Proposers: Complete this form as described in Section 4.11 of the RFP. Additional sheets may be added, as necessary.

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
<b>A. Firmware Functional and Technical Requirements</b>			
A-1	The firmware shall store the timing plans database on the local ATC.		
A-2	Firmware uploads or downloads shall not interrupt normal operations of the controller.		
A-3	<p>Firmware shall support Signal Phasing and Timing (SPaT) message content generation according to SAE J2735 and relevant SAE J2945.x standards and provision of said SPaT message content to connected and co-located Connected Vehicle Roadside Unit.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, explain how the proposed firmware supports SPaT message and what data objects are supported.</li> </ul>		
A-4	<p>The firmware shall not incur any change in latency (i.e., is noticeable by a user), when it is accessed for tasks including, but not limited to, data retrieval, monitoring, upgrades, changes, and downloads.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe any latency typically encountered by the firmware under normal operating conditions.</li> </ul>		
A-5	<p>The firmware shall have a high resolution data logger producing, storing, and transmitting data as defined by the Indiana Traffic Signal High Resolution Data Logger Enumerations <a href="http://docs.lib.purdue.edu/cgi/viewcontent.cgi?article=1002&amp;context=jtrpdata">http://docs.lib.purdue.edu/cgi/viewcontent.cgi?article=1002&amp;context=jtrpdata</a></p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the firmware's high resolution data logger specifications and capabilities including the data upload mechanism.</li> </ul>		
A-6	<p>A computer-based utility shall be provided to configure and edit firmware and timing parameters including SPaT message content generator and High-Resolution Data Logger (configuration and data upload mechanism).</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the abilities of your computer-based utility and provide a screenshot.</li> </ul>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-7	<p>The firmware shall be capable of interfacing with a central signal system.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the Central Signal Systems with which your firmware has already been interfaced and the abilities and limitations of these interfaces.</li> <li>- As part of the RFP response, describe the controller models with which your firmware has already been interfaced and the abilities and limitations of these interfaces.</li> </ul>		
A-8	<p>The Offeror shall make any proprietary data elements (scalar, tabular, and block objects) defined in the supported MIB for the firmware available for use by the Central System Software.</p>		
A-9	<p>The firmware shall be compliant with the latest available versions of NTCIP 1201, 1202, 1209, and 1211. Compliant means that all functions supported by the firmware / controller must be readable and/or commanded using NTCIP-defined data elements. Only those functions and features supported by the firmware / controller for which there are not any standardized NTCIP objects, vendor-specific data elements are allowed to be used.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, provide an explanation of any deviations from compliance with the listed NTCIP standards.</li> <li>- As part of the RFP response, describe whether data elements from NTCIP 1202 or NTCIP 1209 are used to provide the detector data.</li> </ul>		
A-10	<p>If the firmware uses a different mechanism for Transit Signal Priority (TSP) than those defined in NTCIP 1211, provide a detailed description of the TSP mechanism and explicitly reference the vendor-specific, NTCIP-compatible data elements supporting TSP as defined in the to-be-provided Management Information Base (MIB) used by the Firmware.</p>		
A-11	<p>The firmware shall meet or exceed current ATC API (software/firmware) standard 5401, as jointly developed and published by AASHTO, ITE, and NEMA.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, provide an explanation of any deviations from compliance with the ATC API 5401 standards.</li> </ul>		



Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-12	<p>The firmware shall display real-time status and activity logs on the controller interface / display.</p> <ul style="list-style-type: none"> <li>- As part of the RFP Response, identify the list of elements (standard and optional) that can be displayed on the controller (screenshots).</li> </ul>		
A-13	<p>The firmware shall control signal displays, process commands from a central system software package, store traffic signal timing parameters, and process input from sensors and detectors.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe how your firmware meets this requirement, speaking to each component listed.</li> </ul>		
A-14	<p>The firmware shall be able to allow users to assign system detectors to roadway segments at the controller.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe how detectors are assigned to roadway segments at the controller.</li> </ul>		
A-15	<p>The firmware shall allow a user to manually override the current program in effect from the controller/cabinet.</p>		
A-16	<p>The manual override shall be programmable to allow for override for a specified time period.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe how your product performs a manual override and what options are available for programming the duration of this feature.</li> </ul>		
A-17	<p>The firmware shall allow a user to place an intersection in flash mode by time-of-day and day-of-week from the controller/cabinet or remotely from a central system software package.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the steps necessary to place an intersection into flash mode remotely and at the cabinet.</li> </ul>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-18	<p>The firmware shall include a scheduler that allows the user to program time-of-day, day-of-week, day-of-year, and holiday timing plan schedules for an intersection from the controller/cabinet.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the scheduler features of your product.</li> </ul>		
A-19	<p>The firmware shall include local transit signal priority (TSP) functionality.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe how your firmware handles TSP calls and then transitions back to normal signal operations.</li> <li>- As part of the RFP response, describe how TSP is set up in the firmware.</li> </ul>		
A-20	<p>The firmware shall include local emergency vehicle preemption (EVP) functionality and complies with NEMA TS2 version 02.06 as a minimum.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe how your firmware handles EVP calls and then transitions back to normal signal operations.</li> <li>- As part of the RFP response, describe how EVP is set up in the firmware.</li> </ul>		
A-21	<p>The firmware shall be able to handle multiple preemption requests and prioritize requests for preemption and priority.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe how several preemption and priority requests received at the same time or in short succession are handled within your firmware.</li> <li>- As part of the RFP response, describe how preemption and priority requests are prioritized.</li> </ul>		
A-22	<p>Firmware shall be configurable to start in a specific phase or interval.</p>		
A-23	<p>Firmware shall support four (4) timing rings and a minimum of 32 vehicle and pedestrian phases.</p>		
A-24	<p>Phase and barrier allocation to rings shall be completely user-customizable.</p>		
A-25	<p>The firmware shall provide at least 16 vehicle overlap phases with the ability to lead or lag intervals based on the active phases.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe your firmware's ability to lead and lag intervals based on the active phase.</li> </ul>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-26	The firmware shall support flashing yellow arrow display based on NEMA Standard Publication TS 2-2003 (R2008) Amendment 4-2012 including FYA by time-of-day (TOD) and manual command.		
A-27	The firmware shall support volume density data.		
A-28	The firmware shall support a minimum of 120 timing plans with user customizable plan transitions. - As part of the RFP response, describe options for how your firmware handles transition between plans.		
A-29	The firmware shall allow for a maximum cycle length of at least 255 seconds.		
A-30	The firmware shall allow for a minimum of 40 holiday and special events within the scheduler.		
A-31	The firmware shall allow for selection of the reference point for coordinated phases. - As part of the RFP response, describe the steps necessary for the user to select the reference point for coordinated phases.		
A-32	The firmware shall support a minimum of 64 vehicle detector inputs.		
A-33	The firmware shall support a minimum of 16 pedestrian inputs.		
A-34	Firmware access shall be secured by a user defined authenticators (i.e., password or passcode). - As part of the RFP response, describe the process users will follow to establish and/or change user defined authenticators (i.e., passwords or passcodes). - As part of the RFP response, describe if and how functionality at the controller may be restricted by user.		
A-35	The firmware shall be updateable remotely from a laptop by authorized users and actions performed during a session shall be recorded.		
A-36	The firmware shall be updateable locally at the controller via USB by authorized users and actions performed during a session shall be recorded.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-37	<p>Firmware shall allow for the ability to remotely write the current controller configuration to the controller datakey and USB.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe what information is saved on the datakey and the process for updating the datakey.</li> <li>- As part of the RFP response, describe the process for saving the controller configurations via USB.</li> </ul>		
A-38	<p>The firmware shall be able to monitor field devices at the intersection.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe types of and how many field devices the firmware can monitor.</li> </ul>		
A-39	<p>The firmware shall be able to accommodate multiple communication forms including but not limited to: Ethernet, broadband, fiber, wireless, and copper communications.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the forms of communication the firmware can reliably accommodate/use to communicate.</li> </ul>		
A-40	<p>The firmware shall allow calls to be <u>placed</u> remotely on detectors and phases through a Central Signal System.</p>		
A-41	<p>The firmware shall allow calls to be <u>removed</u> remotely on detectors and phases through a central signal system.</p>		
A-42	<p>The firmware shall provide a minimum of 8 auxiliary function outputs.</p>		
A-43	<p>The firmware shall be able support peer-to-peer functionality to send data collected by the firmware (including but not limited to detector actuations, counts, and controller status) to other IP addressable controllers as defined by the user.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the peer-to-peer data sharing functionalities of your firmware.</li> </ul>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-44	A computer-based utility shall be provided to configure and edit firmware and timing capabilities. - As part of the RFP response, provide a detailed description including screenshots of the utility tool.		
A-45	The computer-based utility provided by the Offeror to configure and edit firmware and timing capabilities shall provide the same setup parameters accessible through the front panel of the controller.		
A-46	The computer-based utility provided by the Offeror to configure and edit firmware and timing capabilities shall provide timing database editing, uploading, and downloading features. - As part of the RFP response, describe the timing database editing, uploading, and downloading features of the firmware's computer-based utility.		
A-47	The firmware shall log configuration changes, alarms, errors, MMU faults, coordination status, UPS status, and detector faults. - As part of the RFP response, provide a list of intersection events, alarms, configuration changes, etc. that can be logged by the firmware.		
A-48	The firmware shall provide pedestrian timing functionality including advanced features (e.g. leading pedestrian intervals, pedestrian clearance during preemption, walk extension, reallocation of phase time, etc.). - As part of the RFP response, describe your product's available pedestrian functions and features. Are all pedestrian functions and features standard with the firmware?		
A-49	The firmware shall allow for user-selectable force-off modes (fixed or floating) per phase per plan.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-50	<p>The firmware shall allow for detector switching, where a detector can be programmed to switch its phase designation based on where a signal is in its cycle length.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe how detector switching works in your firmware.</li> </ul>		
A-51	<p>Firmware shall allow for detector switching to be customizable by timing plan.</p> <ul style="list-style-type: none"> <li>- Describe how detector switching can be customized by timing plan.</li> </ul>		
A-52	<p>Firmware shall permit plan-based flexibility for transition accommodations (e.g. modifying split times of phases to accommodate pedestrian actuations within the set cycle length).</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe the firmware flexibilities for plan general plan transitions.</li> </ul>		
A-53	<p>Offeror shall provide a tool or system by which existing intersection parameters/timings running in the existing signal controllers can be converted and added to the new controllers so that users can easily convert from existing controllers and/or firmware to new controllers and/or firmware.</p> <ul style="list-style-type: none"> <li>- As part of the RFP Response, describe what steps are required for the existing field programming to transfer to the selected firmware</li> </ul>		
A-54	<p>The Offeror shall provide for conversion of timing databases on existing controllers into a format that is usable by the proposed firmware.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, describe your capabilities and experience in doing so</li> </ul>		
A-55	<p>Firmware shall be able to perform special phasing and timing operations (e.g., re-service, double re-service, and conditional service by plan.)</p> <ul style="list-style-type: none"> <li>- As part of the RFP Response, describe types of and how many special phasing and timing operations your firmware can accommodate. What user configurations are allowed during special operations? Identify the steps necessary to configure the special operations.</li> </ul>		
A-56	<p>All data generated or aggregated by the traffic controllers including performance metrics are property of the Hawaii DOT.</p>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
A-57	The firmware shall support IP as well as serial-based communications. The Offeror shall specify any reduction in functionality when serial communication is used.		
<b>B. Security Requirements</b>			
B-1	Secure access to the firmware and controller shall be provided. As a minimum, authenticators (such as username and password combinations) shall be supported.		
B-2	The firmware shall log any and all successful and unsuccessful access attempts to the firmware and controller including: - unique authenticator (such as user name or user ID) - timestamp - action performed (in a meaningful, human readable format)		
B-3	The Offeror shall provide a detailed description of the cybersecurity mechanism(s) deployed within the firmware.		
B-3.1	As part of the detailed description of the cybersecurity mechanism(s), indicate whether and to what extent the mechanism is compliant with the NIST SP800 standards, especially, with NIST SP800-82 rev 2 and NIST SP800-63-3.		
B-3.2	As part of the detailed description of the cybersecurity mechanism(s), indicate whether and to what extent the firmware is compliant with the Recommended Practices of the US Cybersecurity and Infrastructure Security Agency (see <a href="https://us-cert.cisa.gov/ics/Recommended-Practices">https://us-cert.cisa.gov/ics/Recommended-Practices</a> ).		
B-4	The firmware shall maintain the firmware / controller access data for a period of at least 30 days.		
B-5	The firmware shall allow a central system to upload this data in regular intervals including scheduling the upload intervals via the firmware-internal scheduler.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
B-6	<p>The firmware shall include an option to automatically send a notification to the central system software in case unsuccessful attempts to gain access to the controller have been made.</p> <ul style="list-style-type: none"> <li>- As part of the RFP Response, describe how this notification can be activated.</li> </ul>		
B-7	<p>Controllers shall be fully configured using the provided IP addressing scheme. NOTE: The IP Addresses will be provided to the Offeror.</p>		
B-8	<p>The Offeror shall provide descriptions of any additional features and functions that the proposed signal controller (hardware and firmware) supports.</p>		
B-9	<p>The firmware and central system shall support remote access using a secure Virtual Private Network (VPN). The VPN connections are required between the central system and the firmware instances (controllers) and between a remote user and the central system.</p>		
B-10	<p>The firmware and central system shall be able to receive and send encrypted communications between the central signal system and signal controllers.</p> <ul style="list-style-type: none"> <li>- As part of the RFP Response, describe how you would work with the Central System provider to agree and deploy an encryption methodology.</li> </ul>		



Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
<b>C. Signal Central System Functional and Technical Requirements</b>			
<b>1.0 General Technical Requirements</b>			
C-1	The Solution shall use a centralized, open architecture.		
C-2	The Solution shall be compliant with National Transportation Communications for ITS Protocol (NTCIP), including the latest versions of NTCIP 1201, 1202, 1209, 1211, and the underlying Center-to-Field (C2F) and Center-to Center (C2C) communications protocols.		
C-3	If the Solution uses a different mechanism for Transit Signal Priority (TSP) than those defined in NTCIP 1211, a detailed description of the TSP mechanism shall be provided. The description of the TSP mechanism shall explicitly reference the vendor-specific, NTCIP-compatible data elements supporting TSP as defined in the to-be-provided Management Information Base (MIB) used by the Solution.		
C-4	The solution shall support all Management Information Base (MIB)-defined data elements supported by and provided with the NTCIP-compliant signal controllers. - The Offeror shall provide a copy of the entire MIB as will be deployed as part of the RFP response.		
C-5	The solution shall be able to communicate via SNMPv1 with the NTCIP-compliant signal controllers.		
C-6	The solution shall be able to communicate via SNMPv3 with the NTCIP-compliant signal controllers assuming the controllers support SNMPv3.		
C-7	The compliance level with the SAE connected automated vehicle standard J2735-2016 and relevant J2945.x standards shall be indicated in the solution. It is desired that the solution can obtain CV data from CV Roadside Equipment (RSEs) and provide relevant MAP data to RSEs.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-8	The solution shall be able to communicate via SNMPv3 with CV roadside units (RSUs) according to the USDOT RSU v04.1 Specification.		
C-9	The solution shall indicate whether and to what extent a NTCIP Center-to-Center (C2C) interface is provided for the exchange of connected intersection devices and other field device status and other command/control data with the other ATMS and other potential third party systems/centers.		
C-10	The Solution shall allow for assignment of IP addresses for each connected signal controller and other connected field devices who have their own controller and are IP addressable. - As part of the RFP response, describe how the IP addresses are assigned within the proposed solution.		
C-11	The Solution shall support a minimum of 15 concurrent authorized users without a reduction in the processing speed (i.e. no increase in latency) within the software.		
C-12	The Solution shall provide access to the concurrent authorized users from different locations including, but not limited to: - multiple workstations in the JTMC - multiple network workstations on a closed LAN or WAN - workstations at other City TMCs - local controller cabinet using a hard-wire connection - remote locations connected to the Internet (such as employee's home, maintenance shop or vehicle, etc.)		
C-13	The Solution shall provide access to the concurrent authorized users who log on simultaneously.		
C-14	The Solution shall allow every concurrent authorized users to access devices, etc. simultaneously, if the permission level of a user allows for a specific operation.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-15	The Solution shall not allow concurrent authorized users to edit the same controller database at the same time.		
C-16	The Solution shall enforce the security settings associated with every concurrent authorized users when attempting to sign on to the solutions, when accessing devices, database, etc.		
C-17	<p>The Solution architecture shall provide the capacity to concurrently network up to <b>1,500</b> signalized intersections, which includes all traffic signals and any other IP addressable devices at the signalized intersections, with no noticeable latency as measured from the system operator level at the graphical user interface (GUI). Intersection devices may include, but may not be limited to devices such as signal controllers, CMU/MMU, detectors, UPS, DSRC equipment, and communications equipment.</p> <p>- As part of the RFP response, describe which IP capable device types your solution can interface with.</p>		
C-18	The Solution shall be able to support a minimum of <b>16</b> phases per intersection.		
C-19	The Solution shall be able to support a minimum of <b>4</b> timing rings per intersection.		
C-20	The Solution shall be able to support a minimum of <b>16</b> overlaps per intersection.		
C-21	The Solution shall be able to support a minimum of <b>16</b> preempts per intersection.		
C-22	The Solution shall be able to support a minimum of <b>64</b> vehicle detectors per intersection.		
C-23	The Solution shall be able to support a minimum of <b>16</b> pedestrian detectors per intersection.		
C-24	The Solution shall be able to support flashing yellow arrows (FYA) based on NEMA Standards Publication TS 2-2003 (R2008) Amendment 4-2012.		
C-25	The Solution shall indicate whether an active FYA was executed based on time-of-day (TOD) setting, based on any other control mode setting, or based on manual command.		
C-26	The Solution shall be able to support a minimum of <b>120</b> traffic signal timing plans per intersection.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-27	The Solution shall be compatible with wired and wireless communication forms.		
C-28	<p>The Solution shall be able to encrypt communications between the central signal system and signal controllers.</p> <ul style="list-style-type: none"> <li>- As part of the RFP Response, describe the encryption proposed, any hardware and/or software and licenses needed, and its impact on 3rd party-provided signal controllers.</li> </ul>		
C-29	<p>The Solution shall be able to encrypt communications between the central signal system and other connected systems via a center-to-center interface.</p> <ul style="list-style-type: none"> <li>- As part of the RFP Response, describe the encryption proposed, any hardware and/or software and licenses needed, and its impact on 3rd party-provided signal controllers.</li> </ul>		
C-30	The Solution shall provide authorized users with the capability to connect to third-party performance monitoring systems, add-on modules and other external data sources through application programming Interfaces (APIs).		
C-31	<p>The Solution shall be configurable to integrate with Geographic Information Systems (GISs), including ESRI ArcGIS at a minimum.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, identify all GIS systems the Solution is currently integrated with.</li> </ul>		
C-32	<p>The Solution shall be configurable to integrate with video detection system cameras and provide all of the functionality of such, including viewing, configuring, and collecting traffic counts.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, identify all video detection systems the Solution is currently integrated with.</li> </ul>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-33	<p>The Solution shall be supplied with an interface (and detailed documentation) to provide traffic signal status information to external systems or a data portal on a per second basis.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, provide your API documentation to send the information to the external data portal.</li> </ul>		
C-34	<p>If a web-based Solution is provided, the solution shall operate on several, common browser solutions including Internet Explorer (IE 11 or newer) and Chrome.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, identify all web browsers including versions the Solution is currently integrated with.</li> </ul>		
C-35	<p>The solution shall allow for automatic pushing of supported browser upgrades and patches, which shall not affect the proposed solution.</p>		
C-36	<p>The Solution/application/product shall provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the relevant federal standards regarding IT Accessibility and 508 Compliance.</p>		
C-37	<p>The Solution shall be provided with both Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) capabilities.</p> <ul style="list-style-type: none"> <li>- As part of the RFP response, provide a detailed description of the IDS and IPS components, its vendor(s), update, recording and reporting capabilities.</li> </ul>		
C-38	<p>The Solution shall provide, as a minimum, physical warm standby server(s) installed at the JTMC, providing redundancy to allow for continuous operation during hardware and software maintenance activities. As part of the RFP response:</p> <ul style="list-style-type: none"> <li>- Provide a detailed description of how this requirement will be satisfied.</li> <li>- Describe similar deployments where these redundancy measures were implemented and describe their observed effectiveness.</li> </ul>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
<b>2.0 Signal Operations Database Requirements</b>			
C-39	The Solution shall automatically record all signal operations data in the database every 60 seconds at a minimum (or based on administrator controllable configurations). Signal operations data must include: phase splits, green time, detection device data, communication status, cabinet equipment status, advanced traffic control parameters, coordination plans, special functions, incident management plan, and cycle returns. Other signal operations data might be added later.		
C-40	The Solution shall import high resolution data from controllers which support and provide high-resolution data captures and which is consistent with the latest Purdue enumerations. - As part of the RFP response, provide a description of the upload mechanism of the data. - As part of the RFP response, provide a description of how this data can be provided to external systems for analyses.		
C-41	The Solution shall include an active database that stores, at a minimum, 90 days of signal operations data as well as system events such as alerts and user activity.		
C-42	The Solution shall automatically archive all signal operations data as well as system events such as alerts and user activity that is greater than 90 days old (e.g., from the active database).		
C-43	The Solution shall allow authorized users to query the signal operations data in the archive database.		
C-44	Authorized users shall be able to query and filter the data by any parameter in the database incl. date, time, direction, start/end times of interest, device type, errors, alerts, operator/user, organization, etc.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-45	The Solution shall allow authorized users to compare the timing data in the solution's database with each signal controller's timing data.		
C-46	This functionality shall include the ability to schedule comparison uploads and downloads between each signal controller and the database.		
C-47	The Solution shall allow authorized users to select specific portions or sections of the signal controller database as well as the entire signal controller database for the download or upload process.		
C-48	The Solution shall prompt authorized users to select which record to keep as active, when the Solution automatically calculates a disparity between the Solution database values and the signal controller database values is discovered.		
C-49	The Solution shall automatically cancel the upload or download entire process to prevent incomplete data transfers, if the process is interrupted.		
C-50	The Solution shall allow for database backups and exports by schedule and by system administrator request.		
C-51	The Solution shall allow authorized users to select from previous versions of the timing plans in the database.		
C-52	The Solution shall allow authorized users to upload or download signal operations data to specific intersections and/or groups of intersections.		
C-53	The Solution shall allow authorized users to enable or disable signal operations data collection for individual intersections and/or groups of intersections.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-54	The function, that allows authorized users to enable or diable signal operations data colletionf for individual intersections and/or groups of intersections, shall automatically disable alarms and alerts pertaining to data received from the selected intersection or group of intersections.		
C-55	The Solution shall allow authorized users to duplicate timing plans from one intersection to another through copy and paste functions.		
C-56	The Solution shall be able to import signal operations data from and export signal operations data to traffic modeling software platforms (e.g. Synchro, VISSIM, etc.). - As part of the RFP response, identify all traffic modeling software platforms the Solution is currently integrated with.		
C-57	The Solution shall allow authorized users to manually enter intersection and signal timing data.		
C-58	The Solution shall include a field for authorized users to add notes at the time files are uploaded.		
C-59	The Solution shall monitor phase returns from each signalized intersection.		
C-60	The Solution shall monitor stored timing parameters against real-time controller phase returns including but not limited to: - the controller is not using the proper signal timing plan - the controller time clock is out of synchronization - the controller is not cycling - the phase sequence is improper - the actual phase times is different than the programmed phase times		
C-61	The Solution shall monitor UPS activity including but not limited to activity and battery status.		
C-62	The Solution shall monitor for flash condition including but not limited to conflict flash and manual flash.		



Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-63	The Solution shall monitor detection devices for proper operation with user-defined thresholds for what is considered failed including Max Presence, No Activity, Erratic Output, and Failed Communication.		
C-64	The Solution shall monitor and report cabinet door open status.		
C-65	The Solution shall monitor MMU and conflict monitor operations.		
C-66	The Solution shall monitor pedestrian actuations.		
C-67	The Solution shall monitor beginning and end times for preemption related and priority related events.		
C-68	The Solution shall monitor for local manual control.		
C-69	The Solution shall allow the local controllers to fall back to local control without causing disruption to traffic flow, in the event of equipment, communication, or software failure.		
C-70	The Solution shall include a software and hardware watchdog timer (WDT) process to monitor the system processes.		
C-71	The Solution shall create alerts if there is any error in the operations of the signal controllers and/or other intersection devices, communications failures, and any other failures in processes that the Solution monitors.		
C-72	The Solution shall create an alert if there are discrepancies between the signal controller database and the Solution database, noting the difference between the two sources.		
C-73	The Solution shall not produce duplicative alerts for each successive failure as the Solution works to re-establish communication.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-74	The Solution shall clear the alert, when communication is restored to the device after a communications failure.		
C-75	The Solution shall allow authorized users to search and filter active alerts.		
C-76	The Solution shall allow authorized users to categorize alerts by priority and importance and by type (Comm, device alarm, device failure, etc).		
C-77	The Solution shall provide a process for authorized users to acknowledge receipt of alerts.		
C-78	The Solution shall display vehicle detector alarms such as NoActivity, MaxPresence, ErraticCounts, communications faults, and configuration faults as well as watchdog fault, open loop fault, shorted loop fault, and excessive change fault.		
C-79	The Solution shall be able to retrieve vehicle detector group-based alarms indications.		
C-80	The Solution shall display pedestrian detector alarms such as NoActivity, MaxPresence, ErraticCounts, communications faults, and configuration faults.		
C-81	<p>The Solution shall display diagnostic information obtained from the controllers including:</p> <ul style="list-style-type: none"> <li>- preempt, LocalFlash or MMUFlash is active, Local Cycle Zero, Local Override, Coordination Alarm, Detector Fault, non-critical alarm, and critical alarm.</li> <li>- cycle fault, coordination fault, coordination failures, cycle failure, MMU Flash, Local Flash, Local Free, and whether Coordination is Active.</li> <li>- power restart, low battery, response fault, external start, stop time, and offset transitioning</li> </ul>		
C-82	The solution shall be able to send alarms to authorized users by text (SMS) and/or by email, which shall be selectable on an individual user's basis.		
<b>3.0 Graphical User Interface Requirements</b>			
C-83	The Solution shall include an intuitive graphical user interface (GUI).		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-84	The system map shall be able to include basemaps licensed from commercially available sources (e.g. Google maps, Bing maps, or other third party map provider). - As part of the RFP response, identify all commercially available sources and open source mapping the Solution is currently integrated with.		
C-85	The system maps shall be provided with their respective perpetual commercial licenses (e.g., for Google Maps) or a copy of the open source license (e.g., for OpenStreetMaps or Bing maps). The costs for any commercial licenses shall be provided for ten (10) years.		
C-86	The Solution shall be able to import shapefiles for display on the system map.		
C-87	The GUI shall include pop-up windows and shall be able to display multiple objects.		
C-88	The GUI shall include menu icons and controls.		
C-89	The GUI shall include push button and other active commands.		
C-90	The GUI shall include use of object characteristics such as highlighting, colors, and flashing to alert users of status changes.		
C-91	The system map shall be able to display other information (e.g. travel time and real-time congestion levels) that is available from external sources.		
C-92	The Solution shall display the operational status of all signal controllers and intersection devices via the system map.		
C-93	The Solution shall allow authorized users to view system attributes and data (e.g. operational status, communications capabilities, signal phase, operational mode, live traffic, detector status, counts, split monitoring, alarms and alerts, external data, manual vs. police control).		
C-94	The Solution shall allow authorized users to display the operational status of all connected intersection devices and other field devices in list-based view.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-95	The Solution shall allow authorized users to display signal operations historical performance measures.		
C-96	The Solution shall allow authorized users to change and save the GUI views based on a user's preferences.		
C-97	The Solution shall allow authorized users to quickly and efficiently set up the intersection status display on the map, including all inputs and outputs at the intersection.		
C-98	The system map shall provide for pan and zoom capabilities including: - display an individual intersection in a single view. - display a more detailed signal operations data as a user zooms in (e.g. amount of information increases as user zooms in).		
C-99	The system map shall provide for multiple tools for zooming (e.g. predefined zoom levels, using the mouse wheel, etc.) - As part of the RFP Response, describe the different tools and their capabilities.		
C-100	When a user opens the central signal system on their computer (e.g. desktop, laptop, or tablet), there shall be less than 2 seconds delay for the central signal system to start up, which must include loading the signalized intersections and related data on the system map.		
C-101	The Solution shall include icons representing individual phases and movements that an authorized user can edit in 360 degree orientation and size at an intersection level.		
C-102	The Solution shall display signal indications (green, yellow, red, flashing yellow arrow, flashing red arrow, and overlaps) for each approach and movement in real time (i.e. updated once per second).		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-103	The Solution shall allow authorized users to remotely place calls on detection devices or phases from the intersection status display, if supported by controller firmware.		
C-104	The intersection status display shall provide real time (i.e. updated once per second) detection device data, including but not limited to vehicles, pedestrians, bicycle, emergency vehicle preemption, railroad preemption, and transit priority detection calls.		
C-105	The Solution shall allow authorized users to create and assign intersections into intersection groups for the purposes of: (1) Coordination (e.g. coordination timing patterns); (2) Control (e.g. modification of timing parameters/functions on intersection firmware); and, (3) Monitoring the coordination of intersections		
C-106	The Solution shall allow authorized users to monitor the current green status of each intersection in an intersection group, with the option to show yellow, red, flashing yellow arrow, and flashing red arrow signal indications.		
C-107	The Solution shall allow authorized users to move, delete, or add intersections from one group to another by time-of-day and day-of-week schedule.		
C-108	The Solution shall allow authorized users to show a video detection camera feed of an intersection on the intersection status display or via a new window.		
C-109	The GUI shall display local controller clock time to allow authorized users to compare and determine any clock drift.		
C-110	The Solution shall allow authorized users to access and display split monitoring information.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-111	<p>The Solution shall display high resolution data from controllers consistent with the Purdue enumerations and based on UDOT high resolution data logging tool or other similar display mechanism for high resolution data.</p> <p>- As part of the RFP response, provide a description / screenshots of the uploaded high-resolution data display including selection and configuration capabilities.</p>		
<b>4.0 System Access Requirements</b>			
C-112	<p>The Solution shall provide role-based access controls that allow system administrators to define and assign different user access levels which enable and/or restrict the features, functions and/or data available to users.</p>		
C-113	<p>The Solution shall allow System Administrators to define user access controls for a geographic area, time of day, and by device ownership.</p>		
C-114	<p>The Solution shall provide for a minimum of four pre-configured user access levels as follows:</p> <ul style="list-style-type: none"> <li>(1) System Administrator (full access),</li> <li>(2) Power User (full access with the exception of low-level OS and system administration functions),</li> <li>(3) General User (reading, monitoring, and data gathering only), and</li> <li>(4) Limited User (reading only, and only access to some limited areas defined by the system administrator).</li> </ul>		
C-115	<p>The Solution shall require users to access the system using unique, secure login credentials assigned to and editable by the user.</p>		
C-116	<p>The Solution shall automatically log off users after a system administrator defined and modifiable period of inactivity (e.g. if a user has no activity on the central signal system for 15 minutes, they will be automatically logged off).</p>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-117	The Solution shall provide the same security for access via tablets as is provided for accessing from workstations.		
C-118	All changes to proposed Solution shall be authorized according to change management policies.		
C-119	The data exported from the Solution shall be an industry standard format that provides for interoperability and portability.		
C-120	The Solution's data export capabilities shall make data available in (near) real-time. - As part of the RFP response, describe how real-time ingested data will be provided in (near) real-time to external systems and data consumers.		
C-121	The Solution's data export capabilities shall provide alarms and alerts in (near) real-time to both operations and maintenance staff. - As part of the RFP response, describe how alarms and alerts data will be provided in (near) real-time to operators and maintenance staff.		
C-122	The Solution's data export capabilities shall provide traffic signal operational data in (near) real-time to external systems such as other traffic management centers. - As part of the RFP response, describe how traffic signal operational data will be provided in (near) real-time to external systems.		
C-123	The Solution shall store a backup of data, at least daily, at an offsite location within a "hardened" facility, located within Hawaii, maintaining the security of the data.		
C-124	All data generated or aggregated within the solution including performance metrics shall be owned by Hawaii DOT.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-125	A contingency plan shall be designed to maintain the access to the Solution and to prevent the unintended destruction or loss of data. This plan shall provide a predefined frequency, consistent with recovery time and recovery point objectives, for disaster recovery and archival purposes of the data at a secure facility located within the State of Hawaii.		
C-126	The Solution shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.		
C-127	The Offeror shall provide a detailed description of the cybersecurity mechanism(s) deployed within the Solution.		
C-128	As part of the detailed description of the cybersecurity mechanism(s), indicate whether and to what extent the mechanism is compliant with the NIST SP800 standards, especially, with NIST SP800-82 rev 2 and NIST SP800-63-3.		
C-129	As part of the detailed description of the cybersecurity mechanism(s), indicate whether and to what extent the Solution is compliant with the Recommended Practices of the US Cybersecurity and Infrastructure Security Agency (see <a href="https://us-cert.cisa.gov/ics/Recommended-Practices">https://us-cert.cisa.gov/ics/Recommended-Practices</a> ).		
C-130	The Solution shall utilize industry standard firewalls regulating all data entering the internal data network from any external source, which will enforce secure connections between internal and external systems and will permit only authorized data to pass through.		
C-131	The Solution shall utilize industry standard malware protection, incorporating both signature and non-signature-based detection mechanisms, on all systems with access to data.		



Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-132	The malware protection receives regular automatic updates to malicious code protection mechanisms and data files from the malware protection software vendor.		
<b>5.0 Operations Requirements</b>			
C-133	The Solution shall communicate with signal controllers at each signalized intersection on an individual basis (e.g. can send a timing plan to any individual signalized intersection).		
C-134	The Solution shall allow cellular communication.		
C-135	The Solution shall operate unattended 24 hours per day, seven days per week without requiring any users to be logged in.		
C-136	To minimize downtime in event of a central system server failure, the Solution shall provide fully configured backup server and a disaster recovery plan to activate the backup system in event of primary system failure. - As part of the response, please provide an indication of any other logic parameters that your proposed solution supports.		
C-137	The Solution shall allow system administrators to define the frequency on which communication occurs with specific signal controllers and other connected intersection devices.		
C-138	The Solution shall allow system administrators to define different update frequencies for status data from connected devices versus aggregated data retrievals such as detector data collected by a signal controller.		
C-139	The Solution shall allow authorized users to schedule system commands, with no limit on the number of simultaneous commands that can be scheduled.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-140	The Solution shall allow authorized users to make operational changes and to manually enter notes into the Solution at the time of such change.		
C-141	The Solution shall contain logic to prevent unacceptable or conflicting intersection operation and shall include as a minimum: <ul style="list-style-type: none"> <li>- range-checking</li> <li>- timing plan verification</li> <li>- conflicting phases</li> </ul> - As part of the response, please provide an indication of any other logic parameters that your proposed solution supports.		
C-142	The Solution shall allow authorized users to manually override the timing plan currently in operation.		
C-143	The Solution shall allow authorized users to place intersections into free control on an individual basis and on a group basis.		
C-144	The Solution shall allow authorized users to enable and disable traffic responsive operations, whereby timing plans are selected based on existing traffic conditions from detector data.		
C-145	The Solution shall allow authorized users to command a signal controller to enable or disable adaptive control operations, whereby timing settings are deployed based on the adaptive algorithm deployed in the signal controller (future capability within certain signal controllers).		
C-146	The Solution shall be extendable to add the capabilities to manage adaptive control operations (future).		
C-147	The Solution shall report local transit signal priority operation.		
C-148	The Solution shall report local emergency vehicle preemption.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-149	The Solution shall allow authorized users to place individual intersections or groups of intersections into flash operation and receive an acknowledged alert before the command is completed.		
C-150	The Solution shall allow authorized users to implement event-based management scenarios (e.g. activate a specific detour, evacuation plans, etc.).		
C-151	The Solution shall flag a device as failed in the event of a communication failure.		
C-152	The Solution shall continue to attempt to re-establish communication with the failed device and automatically remove the failed flag when communications is back up.		
C-153	The Solution shall save all data and end all processes upon shutdown.		
C-154	The Solution shall return to normal operation without user intervention according to system configuration prior to failure and current time of day in the event of Solution failure.		
<b>6.0 Scheduling and Time Synchronization Requirements</b>			
C-155	The Solution shall be able to synchronize the current time with all connected field controllers.		
C-156	The Solution shall automatically perform automatic clock updates that range in frequency on a system administrator-configurable basis, ranging from once per day to once per hour.		
C-157	The Solution shall allow authorized users to issue manual commands to synchronize the time between the Solution and controller.		
C-158	The Solution shall allow authorized users to create phase, sequence, and other configurations, and define timing plans and schedules for each individual intersections.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-159	The Solution shall allow authorized users to create, edit, store and activate at least 255 regular schedule entries for each individual intersection.		
C-160	The Solution shall allow authorized users to create, edit, store and activate at least 40 holiday and special events for each individual intersection.		
C-161	The Solution shall allow authorized users to create a calendar schedule that automatically implements alternate phase sequences and alternate timing plans for holidays and special events.		
<b>7.0 Detection Devices Requirements</b>			
C-162	The Solution shall allow authorized users to define multiple types of detection devices including but not limited to loops, video, thermal, radar, and magnetometers that might be connected to the signal controllers. - As part of the RFP response, identify all detection devices by vendor name, model name, and model version number that the Solution is currently integrated with.		
C-163	The Solution shall be able to interface with third party software which may provide vehicle detection data such as speed, volume, classification, turning movement. - As part of the RFP response, identify all third party 'detection data' software the Solution is currently integrated with by vendor name, model name, and model version number.		
C-164	The Solution shall process and maintain detection device count and occupancy data on a continuous basis.		
C-165	The Solution shall allow authorized users to define local detection devices as system detectors for the purposes of data collection.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-166	The Solution shall allow authorized users to define local detection devices as presence detection devices for the purpose of data collection.		
C-167	The Solution shall collect and store that traffic volume data collected by the detection devices.		
C-168	The Solution shall collect and store occupancy data that is collected by the detection devices.		
C-169	The Solution shall collect and store speed data that is collected by the detection devices.		
C-170	The Solution shall collect and store data on failed detection devices including location.		
C-171	The Solution shall collect and store data on failed detection devices including time of failure.		
C-172	The Solution shall collect and store cause of failure data from failed detection devices.		
C-173	The Solution shall allow authorized users to disable and re-enable detection devices on an as needed basis.		
<b>8.0 System Log Requirements</b>			
C-174	The Solution shall maintain the functions executed by the system, authorized users, and administrators in the system log.		
C-175	The system log shall include location, event, failure, reason, date, and time of the system, user, and administrator executed actions and/or event.		
C-176	The system log shall be searchable and filterable by any attributes contained within the log.		
C-177	The system log shall differentiate between user-executed functions and system-executed functions.		
C-178	The system log shall include records of manually entered commands including but not limited to change to free, flash, and the manual implementation of a timing plan.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-179	The system log shall include records of what operational change was made, the user who made the change, and the date and time of the change.		
C-180	The system log shall include records of detection device activity including but not limited to traffic volume, occupancy out of range and failed.		
C-181	The system log shall include records of signal controller and other intersection device failure activity including but not limited to conflict, watchdog, multiple outputs, and low voltage.		
C-182	The system log shall include records of UPS activity (e.g. active and battery status)		
C-183	The system log shall include records of flash condition activity including but not limited to conflict flash and manual flash.		
C-184	The system log shall include records cabinet door open activity.		
C-185	The system log shall include records of MMU and conflict monitor status, if provided by the signal controllers.		
C-186	The system log shall include records pedestrian actuation activity.		
C-187	The system log shall include records of signal controller data and system data conflicts.		
C-188	The system log shall include records of beginning and end times for preemption related and priority-related events.		
C-189	The system log shall include records of changes to the controller's control mode including enabling of traffic responsive and adaptive control modes.		
C-190	The system log shall include records of intersection manual control activity.		
C-191	The system log shall include the data obtained from the connected RSEs and any data sent from the System to the RSEs.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-192	The system log shall indicate for which controllers high resolution data was obtained and when it was last updated.		
<b>9.0 Reporting Requirements</b>			
C-193	The Solution shall allow authorized users to query information by data attributes including but not limited to intersections, devices, and communications data.		
C-194	The Solution shall allow authorized users to create canned and ad hoc reports from the active signal operations database and from the archive through reporting tools.		
C-195	The Solution shall allow authorized users to create canned and ad hoc reports by intersection attributes.		
C-196	The Solution shall allow authorized users can create canned and ad hoc reports using real time as well as historical data.		
C-197	The Solution shall allow authorized users to view and print timing sheets that include all the operational timing parameters, including phase diagrams. The timing sheets should be customizable.		
C-198	The Solution shall allow authorized users to schedule report generation and creation.		
C-199	The Solution shall allow authorized users to organize reports by user-defined attributes.		
C-200	The Solution shall allow authorized users to create High Resolution Data Report(s) from captured and processed data using the Purdue University Outcome-based approach outlined at the following link: <a href="http://docs.lib.purdue.edu/cgi/viewcontent.cgi?article=1002&amp;context=jtrpaffdocs">http://docs.lib.purdue.edu/cgi/viewcontent.cgi?article=1002&amp;context=jtrpaffdocs</a>		
C-201	The Solution shall allow authorized users to create real-time Time Space Diagrams (TSD) from captured and processed data.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-202	The Solution shall allow authorized users to create historical Time Space Diagrams (TSD) from captured and processed data.		
C-203	The Solution shall allow authorized users to make offset adjustments to TSD (time-space-diagrams) for implementation in field controllers.		
C-204	The Solution shall collect and store Measures of Effectiveness (MOE) data on a continuous basis.		
C-205	The Solution shall report MOE data on a per phase basis.		
C-206	The Solution MOEs shall include seconds of green time used per split, as this data is available for all phases and remains active under all conditions. This data is to be aggregated on a per cycle basis.		
C-207	The Solution MOEs shall include percent of green time used per split.		
C-208	The Solution MOEs shall include percent of detector calls that are currently active.		
C-209	The Solution MOEs shall include percent arrivals on green.		
C-210	The Solution MOEs shall include turning movement counts grouped by detector and lane movement.		
C-211	The Solution MOEs shall include number of times maxed out and forced off per phase.		
C-212	The Solution MOEs shall include number of times a phase was skipped.		
C-213	The Solution MOEs shall include the number of transitions.		
C-214	The Solution MOEs shall include number of pedestrian calls.		
C-215	The Solution MOEs shall include the number of emergency vehicle requests and number of transit priority requests.		
C-216	The Solution MOEs shall include real time versus historical volume, occupancy, and speed data by time-of-day and day-of-week.		



Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-217	The Solution shall report MOEs for individual intersections for a user-defined period of time (e.g. by day, week, month, etc.).		
C-218	The Solution shall report MOEs for groups of intersections for a user-defined period of time (e.g. by day, week, month, etc.).		
C-219	The Solution shall allow authorized users to use detection device data and create turning movement count reports grouped by detection device and lane movement.		
C-220	The Solution shall allow authorized users to query and report on the data obtained from the connected RSEs and any data sent from the System to the RSEs.		
C-221	The Solution shall allow authorized users to export report results into a text file (e.g. .txt and .doc formats).		
C-222	The Solution shall allow authorized users to export report results into Excel (.csv).		
C-223	The Solution shall directly interface with 3rd party reporting tools such as Jasper custom reporting or Crystal Report - As part of the RFP response, identify all third party reporting tools the Solution is currently integrated with by vendor name, model name, and model version number.		
C-224	The Solution shall be capable of auditing the following events: - all administrator activities, - all authentication checks - all authorization checks, - all data deletions - all data access - all data changes - all permission changes		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
C-225	The Solution shall provide the ability to create quarterly summary reports of Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) events to Owner.		
C-226	The Solution shall provide descriptions of any additional features and functions that the proposed Solution supports.		
<b>10.0 Service Requirements</b>			
C-227	The Solution shall support unique user names and passwords configured within the signal controllers placed into service as agreed with Hawaii DOT.		
C-228	The Solution shall work and agree with Hawaii DOT on the specific IP addresses that are to be used by the proposed central system and by the traffic signal controllers.		
C-229	The Solution shall work and agree with Hawaii DOT on the specific communications ports that are to be used by the proposed central system and by the traffic signal controllers.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
<b>D. ATCS Functional and Technical Requirements</b>			
<b>D-1</b>	<b>Network Characteristics</b>		
D-1.1	The ATCS shall control a minimum of 340 signals concurrently.		
D-1.2	The ATCS shall support groups of signals.		
D-1.2.1	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be defined by the user.		
D-1.2.2	The ATCS shall control up to 115 groups of signals.		
D-1.2.3	The size of a group shall range from 1 to a minimum of 30 signals.		
D-1.2.4	Each group shall operate independently		
D-1.2.5	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be altered by the ATCS system according to configured parameters.		
D-1.2.5.1	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be altered by the ATCS system according to a time of day schedule. (For example: this may be achieved by assigning signals to different groups or by combining groups.)		
D-1.2.5.2	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be altered by the ATCS system according to traffic conditions. (For example: this may be achieved by assigning signals to different groups or by combining groups.)		
D-1.2.5.3	The boundaries surrounding signal controllers that operate in a coordinated fashion shall be altered by the ATCS system when commanded by the user.		
<b>D-2</b>	<b>Type of Operation</b>		
<b>D-2.1</b>	<b>General</b>		
<b>D-2.1.1</b>	<b>Mode of Operation</b>		
D-2.1.1.1	The ATCS shall operate non-adaptively during the presence of a defined condition.		
D-2.1.1.2	The ATCS shall operate non-adaptively when adaptive control equipment fails.		
D-2.1.1.2.1	The ATCS shall operate non-adaptively when a user-specified detector fails.		
D-2.1.1.2.2	The ATCS shall operate non-adaptively when the number of failed detectors connected to a signal controller exceeds a user-defined value.		
D-2.1.1.2.3	The ATCS shall operate non-adaptively when the number of failed detectors in a group exceeds a user-defined value.		
D-2.1.1.2.4	The ATCS shall operate non-adaptively when a user-defined communications link fails.		
D-2.1.1.3	The ATCS shall operate non-adaptively when a user manually commands the ATCS to cease adaptively controlling a group of signals.		
D-2.1.1.4	The ATCS shall operate non-adaptively when a user manually commands the ATCS to cease adaptive operation.		
D-2.1.1.5	The ATCS shall operate non-adaptively in accordance with a user-defined time-of-day schedule.		
D-2.1.1.6	The ATCS shall operate non-adaptively when commanded by an external system process.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
D-2.1.1.7	The ATCS shall alter the adaptive operation to achieve required objectives in user-specified conditions.		
D-2.1.1.7.1	When current measured traffic conditions meet user-specified criteria, the ATCS shall alter the state of the signal controllers, maximizing the throughput of the coordinated route.		
D-2.1.1.7.2	When current measured traffic conditions meet user-specified criteria, the ATCS shall alter the state of signal controllers, preventing queues from exceeding the storage capacity at user-specified locations.		
D-2.1.1.7.3	When current measured traffic conditions meet user-specified criteria, the ATCS shall alter the state of signal controllers providing equitable distribution of green times.		
D-2.1.1.7.4	When current measured traffic conditions meet user-defined criteria, the ATCS shall alter the state of signal controllers providing two-way progression on a coordinated route.		
D-2.1.1.8	The ATCS shall provide maximum and minimum phase times.		
D-2.1.1.8.1	The ATCS shall provide a user-specified maximum value for each phase at each signal controller.		
D-2.1.1.8.1.1	The ATCS shall not provide a phase length longer than the maximum value.		
D-2.1.1.8.2	The ATCS shall provide a user-specified minimum value for each phase at each signal controller.		
D-2.1.1.8.2.1	The ATCS shall not provide a phase length shorter than the minimum value.		
D-2.1.1.9	The ATCS shall detect repeated phases that do not serve all waiting vehicles. (These phase failures may be inferred, such as by detecting repeated max-out.)		
D-2.1.1.9.1	The ATCS shall alter operations, to minimize repeated phase failures.		
D-2.1.1.10	The ATCS shall determine the order of phases at a user-specified intersection. (The calculation will be based on the optimization function.)		
D-2.1.1.11	The ATCS shall provide coordination along a route.		
D-2.1.1.11.1	The ATCS shall coordinate along a user-defined route.		
D-2.1.1.11.2	The ATCS shall determine the coordinated route based on traffic conditions.		
D-2.1.1.11.3	The ATCS shall determine the coordinated route based on a user-defined schedule.		
D-2.1.1.11.4	The ATCS shall store up to 115 user-defined coordination routes.		
D-2.1.1.11.4.1	The ATCS shall implement a stored coordinated route by operator command.		
D-2.1.1.11.4.2	The ATCS shall implement a stored coordinated route based on traffic conditions.		
D-2.1.1.11.4.3	The ATCS shall implement a stored coordinated route based on a user-defined schedule.		
D-2.1.1.12	The ATCS shall not prevent the use of phase timings in the local controller set by agency policy.		
D-2.1.2	<b>Allowable Phases</b>		
D-2.1.2.1	The ATCS shall not prevent protected/permissive left turn phase operation.		
D-2.1.2.2	The ATCS shall not prevent the protected left turn phase to lead or lag the opposing through phase based upon user-specified conditions.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
D-2.1.2.3	The ATCS shall prevent skipping a user-specified phase when the user-specified phase sequence is operating.		
D-2.1.2.4	The ATCS shall prevent skipping a user-specified phase based on the state of a user-specified external input.		
D-2.1.2.5	The ATCS shall prevent skipping a user-specified phase according to a time of day schedule.		
D-2.1.2.6	The ATCS shall omit a user-specified phase when the cycle length is below a user-specified value.		
D-2.1.2.7	The ATCS shall omit a user-specified phase based on measured traffic conditions.		
D-2.1.2.8	The ATCS shall omit a user-specified phase based on the state of a user-specified external input.		
D-2.1.2.9	The ATCS shall omit a user-specified phase according to a time of day schedule.		
D-2.1.2.10	The ATCS shall assign unused time from a preceding phase that terminates early to a user-specified phase as follows: · next phase; · next coordinated phase; · user-specified phase.		
D-2.1.2.11	The ATCS shall assign unused time from a preceding phase that is skipped to a user-specified phase as follows: · previous phase; · next phase; · next coordinated phase; · user-specified phase.		
D-2.1.2.12	The ATCS shall not alter the order of phases at a user-specified intersection.		
D-2.1.3	<b>Oversaturation</b>		
D-2.1.3.1	The ATCS shall detect the presence of queues at pre-configured locations.		
D-2.1.3.2	When queues are detected at user-specified locations, the ATCS shall execute user-specified timing plan/operational mode.		
D-2.1.3.3	When queues are detected at user-specified locations, the ATCS shall execute user-specified adaptive operation strategy.		
D-2.1.3.4	When queues are detected at user-specified locations, the ATCS shall omit a user-specified phase at a user-specified signal controller.		
D-2.1.3.5	The ATCS shall meter traffic into user-specified bottlenecks by storing queues at user-specified locations.		
D-2.1.3.6	The ATCS shall store queues at user-specified locations.		
D-2.1.3.7	The ATCS shall maintain capacity flow through user-specified bottlenecks.		
D-2.1.3.8	When queues are detected at user-specified locations, the ATCS shall limit the cycle length of the group to a user-specified value.		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
<b>D-2.2</b>	<b>Sequence-based Adaptive Coordination</b>		
D-2.2.1	(Sequence-based only) The ATCS shall select cycle length based on a time of day schedule.		
D-2.2.2	(Sequence-based only) The ATCS shall calculate phase lengths for all phases at each signal controller to suit the current coordination strategy .		
D-2.2.3	(Sequence-based only) The ATCS shall calculate offsets to suit the current coordination strategy for the user-specified reference point for each signal controller along a coordinated route within a group.		
D-2.2.3.1	(Sequence-based only) The ATCS shall apply offsets for the user-specified reference point of each signal controller along a coordinated route.		
D-2.2.4	(Sequence-based only) The ATCS shall calculate a cycle length for each cycle based on its optimization objectives (as required elsewhere, e.g., progression, queue management, equitable distribution of green).		
D-2.2.4.1	(Sequence-based only) The ATCS shall limit cycle lengths to user-specified values.		
D-2.2.4.2	(Sequence-based only) The ATCS shall limit cycle lengths to a user-specified range.		
D-2.2.4.3	(Sequence-based only) The ATCS shall calculate optimum cycle length according to the user-specified coordination strategy.		
D-2.2.4.4	(Sequence-based only) The ATCS shall limit changes in cycle length to not exceed a user-specified value. - As part of the RFP responses, describe how the proposed ATCS adjust cycle length based on any change in traffic condistions.		
D-2.2.4.5	(Sequence-based only) The ATCS shall adjust offsets to minimize the chance of stopping vehicles approaching a signal that have been served by a user-specified phase at an upstream signal.		
<b>D-2.3</b>	<b>Non-sequence-based adaptive coordination</b>		
D-2.3.1	(Non-sequence-based only) The ATCS shall calculate the appropriate state of the signal to suit the current coordination strategy at the critical signal controller. (A critical signal controller is defined by the user.)		
D-2.3.2	(Non-sequence-based only) At non-critical intersections within a group, the ATCS shall calculate the time at which a user-specified phase shall be green, relative to a reference point at the critical intersection, to suit the current coordination strategy.		
D-2.3.3	(Non-sequence-based only) When demand is present, the ATCS shall implement a user-specified maximum time between successive displays of each phase at each intersection.		
D-2.3.4	(Non-sequence-based only) The ATCS shall adjust signal timing so that vehicles approaching a signal that have been served during a user-specified phase at an upstream signal do not stop.		
<b>D-2.4</b>	<b>Single intersection adaptive operation</b>		
D-2.4.1	The ATCS shall calculate a cycle length of a single intersection, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
D-2.4.2	The ATCS shall calculate optimum phase lengths, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)		
D-2.4.2.1	The ATCS shall limit the difference between the length of a given phase and the length of the same phase during its next service to a user-specified value.		
D-2.4.2.2	When queues are detected at user-specified locations, the ATCS shall execute user-specified timing plan/operational mode.		
D-2.4.3	The ATCS shall calculate phase order, based on current measured traffic conditions. (The calculation is based on the optimization objectives.)		
<b>D-2.5</b>	<b>Phase-based adaptive coordination</b>		
D-2.5.1	(Phase-based only) The ATCS shall alter the state of the signal controller for all phases at the user-specified intersection.		
D-2.5.2	(Phase-based only) The ATCS shall calculate the time at which a user-specified phase shall be green at an intersection.		
D-2.5.3	(Phase-based only) When demand is present, the ATCS shall implement a user-specified maximum time between successive displays of each phase at each intersection.		
D-2.5.4	(Phase-based only) The ATCS shall alter the operation of the non-critical intersections to minimize stopping of traffic released from user-specified phases at the user-specified critical intersection.		
D-2.5.5	(Phase-based only) The ATCS shall alter the operation of the non-critical intersections to minimize stopping of traffic arriving at user-specified phases at the user-specified critical intersection.		
D-2.5.6	(Phase-based only) The ATCS shall adjust the state of the signal controller so that vehicles approaching a signal that have been served during a user-specified phase at an upstream signal do not stop.		
<b>D-2.6</b>	<b>Responsiveness</b>		
D-2.6.1	The ATCS shall limit the change in consecutive cycle lengths to be less than a user-specified value.		
D-2.6.2	The ATCS shall limit the change in phase times between consecutive cycles to be less than a user-specified value. (This does not apply to early gap-out or actuated phase skipping.)		
D-2.6.3	The ATCS shall limit the changes in the direction of primary coordination to a user-specified frequency.		
D-2.6.4	When a large change in traffic demand is detected, the ATCS shall respond more quickly than normal operation, subject to user-specified limits. - As part of the RFP response, explain the process of ATCS responding to a large change in traffic demand and how quickly it can adjust cycle length and green time.		
D-2.6.5	The ATCS shall select cycle length from a list of user-defined cycle lengths.		
<b>D-3</b>	<b>External/Internal Interfaces</b>		

Requirement Number	Requirement	Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance)	Proposer Explanation and Comment
D-3.1	<p>The ATCS shall support external interfaces according to the referenced interface control documents in the ITS architecture and the following detailed requirements. Interface requirements include:</p> <ul style="list-style-type: none"> <li>· Information layer protocol</li> <li>· Application layer protocol</li> <li>· Lower layer protocol</li> <li>· Data aggregation</li> <li>· Frequency of storage</li> <li>· Frequency of reporting</li> <li>· Duration of storage</li> </ul>		
D-3.1.1	The ATCS shall send operational data to an external system.		
D-3.1.2	The ATCS shall send control data to an external system.		
D-3.1.3	The ATCS shall send monitoring data to an external system.		
D-3.1.4	The ATCS shall send coordination data to an external system.		
D-3.1.5	The ATCS shall send performance data to an external system.		
D-3.1.6	The ATCS shall receive commands from an external system.		
D-3.1.7	<p>The ATCS shall implement the following commands from an external system when commanded:</p> <ul style="list-style-type: none"> <li>· Specified cycle length</li> <li>· Specified direction of progression</li> <li>· Specified adaptive strategy</li> </ul>		
<b>D-4</b>	<b>Crossing Arterials and Boundaries</b>		
D-4.1	The ATCS shall conform its operation to an external system's operation.		
D-4.1.1	The ATCS shall alter its operation to minimize interruption of traffic entering the system. (This may be achieved via detection, with no direct connection to the other system.)		
D-4.1.2	The ATCS shall operate a fixed cycle length to match the cycle length of an adjacent system.		
D-4.1.3	The ATCS shall alter its operation based on data received from another system.		
D-4.1.4	The ATCS shall support adaptive coordination on crossing routes.		
<b>D-5</b>	<b>Detection</b>		
D-5.1	The ATCS shall be integrated with existing dilemma zone detection and implement associated signal timing adjustments during adaptive operations.		
D-5.2	While maintaining detection performance, the live video feeds from each IDU video sensor shall be easily integrated with the agency's video distribution system(s) (VDS) for traffic monitoring purposes.		



**APPENDIX J: SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS**

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

**SPECIAL PROVISIONS**

These Special Provisions shall supplement and/or amend the applicable provisions of the Hawaii Standard Specifications for Road and Bridge Construction, 2005, hereinafter referred to as the "Standard Specifications".

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

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

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

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

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

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

21

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

## 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	ATCS	Adaptive Traffic Control Systems
58		
59	ATSPM	Automated Traffic Signal Performance Measures
60		
61	AWG	American Wire Gauge
62		
63	AWPA	American Wood Preserver's Association
64		
65	AWS	American Welding Society
66		
67	AWWA	American Water Works Association
68		
69	BMP	Best Management Practice
70		
71	CCO	Contract Change Order
72		
73	CFR	Code of Federal Regulations
74		
75	CHRC	Criminal History Record Check
76		
77	CRSI	Concrete Reinforcing Steel Institute
78		
79	DCAB	Disability and Communication Access Board, Department of Health, State of Hawaii
80		
81		
82	DOTAX	Department of Taxation, State of Hawaii
83		
84	DTS	Department of Transportation Services, City and County of Honolulu
85		
86		
87	EPA	U.S. Environmental Protection Agency
88		
89	FHWA	Federal Highway Administration, U.S. Department of Transportation
90		
91		
92	FSS	Federal Specifications and Standards,

93		General Services Administration, U.S. Department of
94		Defense
95		
96	GET	General Excise Tax
97		
98	HAR	Hawaii Administrative Rules
99		
100	HCE	Hawaii Compliance Express
101		
102	HDOT	Department of Transportation, State of Hawaii
103		
104	HIOSH	Occupational Safety and Health, Department of Labor and
105		Industrial Relations, State of Hawaii
106		
107	HMA	Hot Mix Asphalt
108		
109	HRS	Hawaii Revised Statutes
110		
111	HST	Hawaii Standard Time
112		
113	ICEA	Insulated Cable Engineers Association (formerly IPCEA)
114		
115	IMSA	International Municipal Signal Association
116		
117	IRS	Internal Revenue Service
118		
119	ITE	Institute of Transportation Engineers
120		
121	JTMC	Joint Traffic Management Center
122		
123	MUTCD	Manual on Uniform Traffic Control Devices for Streets and
124		Highways, FHWA, U.S. Department of Transportation
125		
126	NCHRP	National Cooperative Highway Research Program
127		
128	NEC	National Electric Code
129		
130	NEMA	National Electrical Manufacturers Association
131		
132	NFPA	National Forest Products Association
133		
134	NPDES	National Pollutant Discharge Elimination System
135		
136	NTP	Notice to Proceed
137		
138	OSHA	Occupational Safety and Health Administration/Act,

## 101.02

139		U.S. Department of Labor
140		
141	PSAP	Public Safety Answering Point
142		
143	RFP	Request for Proposals
144		
145	SAE	Society of Automotive Engineers
146		
147	SI	International Systems of Units
148		
149	SPaT	Signal Phase and Timing Messages
150		
151	State	State of Hawaii, including each department and political subdivisions
152		
153		
154	UFAS	Uniform Federal Accessibility Standards
155		
156	UL	Underwriter's Laboratory
157		
158	USGS	U.S. Geological Survey
159		
160	USPS	United States Postal Service
161		
162	VECP	Value Engineering Cost Proposal
163		

164 **101.03 Definitions.** Whenever the following words, terms, or pronouns are  
165 used in the contract documents, unless otherwise prescribed therein and without  
166 regards to the use or omission of uppercase letters, the intent and meaning shall  
167 be interpreted as follows:

168  
169 **Addendum (plural - Addenda)** - A written or graphic document, including  
170 drawings and specifications, issued by the Director during the bidding period.  
171 This document modifies or interprets the bidding documents by additions,  
172 deletions, clarifications or corrections.

173  
174 **Addition** (to the contract sum) - Amount added to the contract sum by change  
175 order.

176  
177 **Advertisement** - A public announcement inviting bids for work to be performed or  
178 materials to be furnished.

179  
180 **Amendment** - A written document issued to amend the existing contract between  
181 the State and Contractor and properly executed by the Contractor and Director.

182  
183 **Award** - Written notification to the offerer that the offerer has been awarded a  
184 contract.

185

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

189  
190 **Bag** - 94 pounds of cement.

191  
192 **Barrel** - 376 pounds of cement.

193  
194 **Base Course** - The layer or layers of specified material or selected material of a  
195 designed thickness placed on a subbase or subgrade to support a surface course.

196  
197 **Basement Material** - The material in excavation or embankments underlying the  
198 lowest layer of subbase, base, pavement, surfacing or other specified layer.

199  
200 **Blue Book** - EquipmentWatch Cost Recovery (formerly known as  
201 EquipmentWatch Rental Rate Blue Book), available from EquipmentWatch, a  
202 division of Penton, Inc.

203  
204 **Calendar Day** - See Day.

205  
206 **Change Order (or Contract Change Order)** - A written order signed by the  
207 Engineer issued with or without the consent of the Contractor directing changes in  
208 the work, contract time or contract price. The purposes of a change order  
209 include, but are not limited to (1) establishing a price or time adjustment for  
210 changes in the work; (2) establishing full payment for direct, indirect, and  
211 consequential costs, including costs of delay; (3) establishing price adjustment  
212 or time adjustment for work covered and affected by one or more field orders; or  
213 (4) settling Contractor's claims for direct, indirect, and consequential costs, or  
214 for additional contract time, in whole or in part.

215  
216 **City** - The City and County of Honolulu, its Departments and agencies, acting  
217 through its authorized representative(s).

218  
219 **Completion** - See Substantial Completion and Final Completion.

220  
221 **Completion Date** - The date specified by the contract for the completion of all  
222 work on the project or of a designated portion of the project.

223  
224 **Comptroller** - the Comptroller of the State of Hawaii, Department of Accounting  
225 and General Services.

226  
227 **Contract** - The written agreement between the Contractor and the State, by -  
228 which the Contractor shall provide all labor, equipment, and materials and perform  
229 the specified work within the contract time stipulated, and by which the State of  
230 Hawaii is obligated to compensate the Contractor at the prices set forth in the  
231 contract documents.

232

### 101.03

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

235  
236 **Contract Completion Date** - The calendar day on which all work on the project,  
237 required by the contract, must be completed. See CONTRACT TIME.

238  
239 **Contract Documents** - The contract, solicitation, addenda, notice to offerers,  
240 offerer's proposal (including wage schedule, list of subcontractors and other  
241 documentations accompanying the proposal), notice to proceed, bonds, general  
242 provisions, special provisions, specifications, drawings, all modifications, all  
243 written amendments, change orders, field orders, orders for minor changes in the  
244 work, the Engineer's written interpretations and clarifications issued on or after the  
245 effective date of the contract.

246  
247 **Contract Item (Pay Item)** - A specific unit of work for which there is a price in the  
248 contract.

249  
250 **Contract Modification (Modification)** - A change order that is mutually agreed to  
251 and signed by the parties to the contract.

252  
253 **Contract Price** - The amount designated on the face of the contract for the  
254 performance of work.

255  
256 **Contract Time (or Contract Duration)** - The number of calendar or working days  
257 provided for completion of the contract, inclusive of authorized time extensions.  
258 Contract time shall commence on the Start Work Date and end on the Substantial  
259 Completion Date. If in lieu of providing a number of calendar or working days, the  
260 contract requires completion by a certain date, the work shall be completed by that  
261 date.

262  
263 **Contracting Officer** - See Engineer.

264  
265 **Contractor** - Any individual, partnership, firm, corporation, joint venture, or  
266 other legal entity undertaking the execution of the work under the terms of the  
267 contract with the State.

268  
269 **Critical Path** - Longest logical sequence of activities that must be completed on  
270 schedule for the entire project to be completed on schedule.

271  
272 **Day** - Any day shown on the calendar, beginning at midnight and proceeding up  
273 to, but not including, midnight the following day. If no designation of calendar or  
274 working day is made, "day" shall mean calendar day.

275  
276 **Department** - The Department of Transportation of the State of Hawaii  
277 (abbreviated HDOT).

278



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

281  
282 **Plans (or Drawings)** - The contract drawings in graphic or pictorial form including  
283 the notes, tables and other notations thereon indicating the design, location,  
284 character, dimensions, and details of the work.

285  
286 **Engineer** - The Highway Administrator, Highways Division, HDOT, or the  
287 authorized person delegated to act on the Administrator's behalf.

288  
289 **Equipment** - All machinery, tools, and apparatus needed to complete the  
290 contract.

291  
292 **Field Order** - A written order issued by the Engineer or the Engineer's authorized  
293 representative to the Contractor requiring a change or changes to the contract  
294 work. A field order may (1) establish a price adjustment or time adjustment; or  
295 (2) may declare that no adjustment will be made to contract price or contract time;  
296 or (3) may request the Contractor to submit a proposal for an adjustment to the  
297 contract price or contract time.

298  
299 **Final Acceptance** - The Status of the project when the Engineer finds that the  
300 Contractor has satisfactorily completed all contract work in compliance with the  
301 contract including all plant establishment requirements, and all the materials have  
302 been accepted by the State.

303  
304 **Final Completion** - The date set by the Director that all work required by the  
305 contract has been completed in full compliance with the contract documents.

306  
307 **Final Inspection** - Inspection where all contract items (with the exception of  
308 Planting Period and Plant Establishment Period) are accepted by the Engineer.  
309 Substantial Completion will be issued by the Engineer based on the satisfactory  
310 results of the Final Inspection.

311  
312 **Float** - The amount of time between when an activity can start and when an activity  
313 must start, i.e., the time available to complete non-critical activities required for  
314 the performance of the work without affecting the critical path.

315  
316 **Guarantee** - Legally enforceable assurance of the duration of satisfactory  
317 performance of quality of a product or work.

318  
319 **Hawaii Administrative Rules** - Rules adopted by the State in accordance with  
320 Chapter 91 of the Hawaii Revised Statutes, as amended.

321  
322 **Highway (Street, Road, or Roadway)** - A public way within a right-of-way  
323 designed, intended, and set aside for use by vehicles, bicyclists, or pedestrians.

324

### 101.03

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

328  
329 **Holidays** - The days of each year which are set apart and established as State  
330 holidays pursuant to Chapter 8 of the Hawaii Revised Statutes, as amended.

331  
332 **Inspector** - The Engineer's authorized representative assigned to make detailed  
333 inspections of contract performance, prescribed work, and materials supplied.

334  
335 **Laboratory** - The testing laboratory of the Highways Division or other testing  
336 laboratories that may be designated by the Engineer.

337  
338 **Laws** - All Federal, State, and local laws, executive orders and regulations having  
339 the force of law.

340  
341 **Leveling Course** - An aggregate mixture course of variable thickness used to  
342 restore horizontal and vertical uniformity to existing pavements or shoulders.

343  
344 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated  
345 Damages for Failure to Complete the Work or Portions of the Work on Time, to be  
346 paid to the State or to be deducted from any payments payable to or, which may  
347 become payable to the Contractor.

348  
349 **Lump Sum (LS)** - When used as a payment method means complete payment  
350 for the item of work described in the contract documents.

351  
352 **Material** - Any natural or manmade substance or item specified in the contract to  
353 be incorporated in the work.

354  
355 **Notice to Offerers** - The advertisement for proposals for all work or materials on  
356 which offers are required. Such advertisement will indicate the location of the  
357 work to be done or the character of the material to be furnished and the time and  
358 place for the opening of proposals.

359  
360 **Notice to Proceed** - Written notice from the Engineer to the Contractor identifying  
361 the date on which the Contractor is to begin procuring materials and required  
362 permits and adjusting work forces, equipment, schedules, etc. prior to beginning  
363 physical work.

364  
365 **Offer** - See Proposal.

366  
367 **Offerer** - An individual, partnership, corporation, joint venture or other legal entity  
368 submitting, directly or through a duly authorized representative or agent, a  
369 proposal for the work or construction contemplated.

370  
371 **Pavement** - The uppermost layer of material placed on the traveled way or  
372 shoulders or both. Pavement and surfacing may be interchangeable.

373

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

377

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

381

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

390

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

396

397 **Procurement Officer** – The Director of the State of Hawaii, Department of  
398 Transportation as the contracting officer

399

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

402

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

405

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

409

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

414

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

416

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

419

### 101.03

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

422  
423 **Request for Change Proposal** - A written notice from the Engineer to the  
424 Contractor requesting that the Contractor provide a price and/or time proposal for  
425 contemplated changes preparatory to the issuance of a field order or change order.

426  
427 **RFP Documents (or Solicitation Documents)** - The published solicitation notice,  
428 proposal requirements, proposal forms, and the proposed contract documents  
429 including all addenda and clarifications issued prior to receipt of the bid.

430  
431 **Right-of-Way** - Land, property, or property interests acquired by a government  
432 agency for, or devoted to transportation purposes.

433  
434 **Roadbed** - The graded portion of a highway within top and side slopes, prepared  
435 as a foundation for the pavement structure and shoulders.

436  
437 **Roadside** - The area between the outside edges of the shoulders and the right-of-  
438 way boundaries. Unpaved median areas between inside shoulders of divided  
439 highways and infield areas of interchanges are included.

440  
441 **Section and Subsection** - Section or subsection shall be understood to refer to  
442 these specifications unless otherwise specified.

443  
444 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data  
445 or information which are specifically prepared or assembled by or for the  
446 Contractor and submitted by the Contractor to illustrate some portion of the work.

447  
448 **Shoulder** - The portion of the roadway next to the traveled way for:  
449 accommodation of stopped vehicles, placement of underground facilities,  
450 emergency use, and lateral support of base and surface courses.

451  
452 **Sidewalk** - That portion of the roadway primarily constructed for use by  
453 pedestrians.

454  
455 **Solicitation** - An invitation to request for proposals or any other document issued  
456 by the Department to solicit offers to perform a contract. The solicitation may  
457 indicate the time and place to receive the offers and the location, nature and  
458 character of the work, construction or materials to be provided.

459  
460 **Specifications** - Compilation of provisions and requirements to perform  
461 prescribed work.

462  
463 **(A) Standard Specifications.** Specifications by the State intended for  
464 general application and repetitive use.

465  
466 **(B) Special Provisions.** Revisions and additions to the standard  
467 specifications applicable to an individual project.

468

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

471

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

474

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

480

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

483

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

487

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

490

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

494

495 **Subcontractor** - An individual, partnership, firm, corporation, or joint venture or  
496 other legal entity, as covered in Chapter 444 of the Hawaii Revised Statutes, as  
497 amended, which enters into an agreement with the Contractor to perform a portion  
498 of the work.

499

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

502

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

506

507 (1) All traffic lanes (including shoulders, ramps, sidewalks and bike  
508 paths) are in their final configuration as designed and the final  
509 wearing surface has been installed;

510

511 (2) All operational and safety devices have been installed in accordance  
512 with the contract documents including guardrails, end treatments,  
513 traffic barriers, required signs and pavement markings, drainage,  
514 parapet, and bridge and pavement structures;

515

### 101.03

516 (3) All required illumination and lighting for normal and safe use and  
517 operation is installed and functional in accordance with the contract  
518 documents;

519  
520 (4) All utilities and services are connected and working;

521  
522 (5) The need for temporary traffic controls or lane closures at any time  
523 has ceased, except for lane closures required for routine  
524 maintenance;

525  
526 (6) The building, structure, improvement or facility can be used for its  
527 intended purpose.

528

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

531

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

534

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

538

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

541

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

544

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

548

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

552

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

556

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

561

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

573

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

577

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

580

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

583

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

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**END OF SECTION 101**





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submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Engineer shall return any documentation that is defective, to the contractor within fifteen days after receipt, with a statement identifying the defect; or

**(B)** For change orders with value exceeding \$50,000 by a unilateral determination by the Engineer of the costs attributable to the events or situations with adjustment of profit and fee, all as computed by the Engineer in accordance with applicable sections of HAR Chapters 3-123 and 3-126, and Section 109.05 - Allowances for Overhead and Profit. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within thirty days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in Subsections 104.06(1) through 104.06(7) shall be issued within ten days after agreement on the method of adjustment."

**END OF SECTION 104**



47 **(C) Authority of the Consultant and Construction Management.**  
48 The State may engage consultants and construction managements to  
49 perform duties in connection with the work. Unless otherwise specified  
50 in writing to the Contractor, such retained consultants and construction  
51 managements shall have no greater authority than an Inspector.”  
52

53 **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph  
54 from lines 52 to 61 to read as follows:  
55

56 **“105.02 Submittals.** The contract contains the description of various  
57 items that the Contractor must submit to the Engineer for review and acceptance.  
58 The Contractor shall review all submittals for correctness, conformance with the  
59 requirements of the contract documents and completeness before submitting  
60 them to the Engineer. The submittal shall indicate the contract items and  
61 specifications subsections for which the submittal is provided. The submittal  
62 shall be legible and clearly indicate what portion of the submittal is being  
63 submitted for review. The Contractor shall provide six copies of the required  
64 submissions at the earliest possible date.”  
65

66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67 **Provisions** to read as follows:  
68

69 **“(A) Furnishing Drawings and Special Provisions.** The State will  
70 furnish the Contractor 12 sets of the project plans and special provisions.  
71 The project plans furnished will be the same size as that issued for bidding  
72 purposes except as noted in Section 648 – Field-Posted Drawings. The  
73 Contractor shall have and maintain at least one set of plans and  
74 specifications on the work site, at all times.”  
75

76 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines  
77 421 to 432 to read as follows:  
78

79 **“(D) No Designated Storage Area.** If no storage area is designated  
80 within the contract documents, materials and equipment may be stored  
81 anywhere within the State highway right-of-way, provided such storage  
82 and access to and from such site, within the sole discretion of the  
83 Engineer, does not create a public or traffic hazard or an impediment to  
84 the movement of traffic.”  
85

86 **(V) Amend Subsection 105.16(B) – Substituting Subcontractors** by  
87 revising the second sentence from line 490 to line 493 to read:  
88

89 “Contractors may enter into subcontracts only with subcontractors listed in the  
90 proposal or with non-listed joint contractors/subcontractors permitted under  
91 Subsection 102.06 – Preparation of Proposal.”  
92

93 **END OF SECTION 105**

**STP-0300(189)**

**105-2a**

**3/4/2021**





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Certificates shall contain a provision that coverages being certified will not be cancelled or materially changed without giving the Engineer at least thirty (30) days prior written notice. Contractor will immediately provide written notice to the Director should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, reduced in scope or coverage, or not renewed upon expiration. Should any policy be canceled before final acceptance of the work by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due or to become due to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the State harmless pursuant to other provisions of this contract. In no instance will the State's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

All insurance described herein shall be primary and cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including but not limited to traffic detour work, barricades, warnings, diversions, lane closures, and other work performed outside the work area and all change order work.

The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required covering the work. Failure to comply with the Engineer's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.

**(B) Types of Insurance.** Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

92 (1) **Workers' Compensation.** The Contractor shall obtain  
93 worker's compensation insurance for all persons whom they  
94 employ in carrying out the work under this contract. This insurance  
95 shall be in strict conformity with the requirements of the most  
96 current and applicable State of Hawaii Worker's Compensation  
97 Insurance laws in effect on the date of the execution of this contract  
98 and as modified during the duration of the contract.  
99

100 (2) **Auto Liability.** The Contractor shall obtain Auto Liability  
101 Insurance covering all owned, non-owned and hired autos with a  
102 Combined single Limit of not less than \$1,000,000 per occurrence  
103 for bodily injury and property damage with the State of Hawaii  
104 named as additional insured. Refer to SPECIAL CONDITIONS for  
105 any additional requirements.  
106

107 (3) **General Liability.** The Contractor shall obtain General  
108 Liability insurance with a limit of not less than \$2,000,000 per  
109 occurrence and in the Aggregates for each of the following:  
110

- 111 (a) Products - Completed/Operations Aggregate,
- 112
- 113 (b) Personal & Advertising Injury, and
- 114
- 115 (c) Bodily Injury & Property Damage  
116

117 The General Liability insurance shall include the State as an  
118 Additional Insured. The required limit of insurance may be provided  
119 by a single policy or with a combination of primary and excess  
120 policies. Refer to SPECIAL CONDITIONS for any additional  
121 requirements.  
122

123 (4) **Builders Risk For All Work.** The Contractor shall take out  
124 a policy of builder's risk insurance for the full replacement value of  
125 the project work; from a company licensed or otherwise authorized  
126 to do business in the State of Hawaii; naming the State as an  
127 additional insured under each policy; and covering all work, labor,  
128 and materials furnished by such Contractor and all its  
129 subcontractors against loss by fire, windstorm, tsunamis,  
130 earthquakes, lightning, explosion, other perils covered by the  
131 standard Extended Coverage Endorsement, vandalism, and  
132 malicious mischief. Refer to SPECIAL CONDITIONS for any  
133 additional requirements."  
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137

**END OF SECTION 107**

1 Amend **Section 108 – PROSECUTION AND PROGRESS** to read as follows:  
2

3 **“SECTION 108 – PROSECUTION AND PROGRESS**  
4

5  
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the  
7 Contractor not more 30 calendar days after the contract certification date. The  
8 Engineer may suspend the contract before issuing the Notice To Proceed, in  
9 which case the Contractor’s remedies are exclusively those set forth in Subsection  
10 108.10 – Suspension of Work.  
11

12 The Contractor shall be allowed up to 14 calendar days after the Notice to  
13 Proceed to begin physical work. The Start Work Date will be established when  
14 this period ends or on the actual day that physical work begins, whichever is first.  
15 Charging of Contract Time will begin on the Start Work Date. The Contractor shall  
16 notify the Engineer, in writing, at least five working days before beginning physical  
17 work.  
18

19 In the event that the Contractor fails to start physical work within the time  
20 specified, the Engineer may terminate the contract in accordance with Subsection  
21 108.11 – Termination of Contract for Cause.  
22

23 During the period between the Notice to Proceed and the Start Work Date  
24 the Contractor should adjust work forces, equipment, schedules, and procure  
25 materials and required permits, prior to beginning physical work.  
26

27 Any physical work done prior to the Start Work Date will be considered  
28 unauthorized work. If the Engineer does not direct that the unauthorized work be  
29 removed, it shall be paid for after the Start Work Date and only if it is acceptable.  
30

31 In the event that the Engineer establishes, in writing, a Start Work Date that  
32 is beyond 60 calendar days from the Notice to Proceed date, the Contractor may  
33 submit a claim in accordance with, Subsection 107.15 – Disputes and Claims for  
34 increased labor and material costs which are directly attributable to the delay  
35 beyond the first 60 calendar days after the Notice to Proceed date.  
36

37 The Contractor shall notify the Engineer at least 24 hours before restarting  
38 physical work after a suspension of work pursuant to Subsection 108.10 –  
39 Suspension of Work.  
40

41 Once physical work has begun, the Contractor shall work expeditiously and  
42 pursue the work diligently to completion with the contract time. If a portion of the  
43 work is to be done in stages, the Contractor shall leave the area safe and usable  
44 for the user agency and the public at the end of each stage.  
45



## 108.03

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

50  
51 **108.03 Preconstruction Submittals.** The awardee shall submit to the  
52 Engineer for information and review the pre-construction submittals within 21  
53 calendar days from award. Until the items listed below are received and found  
54 acceptable by the Engineer, the Contractor shall not start physical work unless  
55 otherwise authorized to do so in writing and subject to such conditions set by the  
56 Engineer. Charging of Contract Time will not be delayed, and additional contract  
57 time will not be granted due to Contractor delay in submitting acceptable  
58 preconstruction submittals. No progress payment will be made to the Contractor  
59 until the Engineer acknowledges, in writing, receipt of the following  
60 preconstruction submittals acceptable to the Engineer:

- 61
- 62 (1) List of the Superintendent and other Supervisory Personnel, and  
63 their contact information.
  - 64
  - 65 (2) Name of person(s) authorized to sign for the Contractor.
  - 66
  - 67 (3) Work Schedule including hours of operation.
  - 68
  - 69 (4) Initial Progress Schedule (See Subsection 108.06 – Progress  
70 Schedule).
  - 71
  - 72 (5) Water Pollution and Siltation Control Submittals, including Site-  
73 Specific Best Management Practice Plan.
  - 74
  - 75 (6) Solid Waste Disposal form.
  - 76
  - 77 (7) Tax Rates.
  - 78
  - 79 (8) Insurance Rates.
  - 80
  - 81 (9) Certificate of Insurance, satisfactory to the Engineer, indicating that  
82 the Contractor has in place all insurance coverage required by the contract  
83 documents.
  - 84
  - 85 (10) Schedule of agreed prices.
  - 86
  - 87 (11) List of suppliers.
  - 88
  - 89 (12) Traffic Control Plan, if applicable.

90 **108.04 Character and Proficiency of Workers.** The Contractor shall at all  
91 times provide adequate supervision and sufficient labor and equipment for  
92 prosecuting the work to full completion in the manner and within the time required  
93 by the contract. The superintendent and all other representatives of the  
94 Contractor shall act in a civil and honest manner in all dealings with the Engineer,  
95 all other State officials and representatives, and the public, in connection with the  
96 work.

97  
98 All workers shall possess the proper license, certification, job classification,  
99 skill, training, and experience necessary to properly perform the work assigned to  
100 them.

101  
102 The Engineer may direct the removal of any worker(s) who does not carry  
103 out the assigned work in a proper and skillful manner or who is disrespectful,  
104 intemperate, violent, or disorderly. The worker shall be removed forthwith by the  
105 Contractor and will not work again without the written permission of the Engineer.

106  
107 **108.05 Contract Time.**

108  
109 **(A) Calculation of Contract Time.** When the contract time is on a  
110 working day basis, the total contract time allowed for the performance of  
111 the work will be the number of working days shown in the contract plus any  
112 additional working days authorized in writing as provided hereinafter. The  
113 count of elapsed working days to be charged against contract time, will  
114 begin from the Start Work Date and will continue consecutively to the date  
115 of Substantial Completion. When multiple shifts are used to perform the  
116 work, the State will not consider the hours worked over the normal eight  
117 working hours per day or night as an additional working day.

118  
119 When the contract is on a calendar day basis, the total contract time  
120 allowed for the performance of the work will be the number of days shown  
121 in the contract plus any additional days authorized in writing as provided  
122 hereinafter. The count of elapsed days to be charged against contract time  
123 will begin from the Start Work Date and will continue consecutively to the  
124 date of Substantial Completion. The Engineer will exclude days elapsing  
125 between the orders of the Engineer to suspend work and resume work for  
126 suspensions not the fault of the Contractor.

127  
128 **(B) Modifications of Contract Time.** Whenever the Contractor  
129 believes that an extension of contract time is justified, the Contractor shall  
130 serve written notice on the Engineer not more than five working days after  
131 the occurrence of the event that causes a delay or justifies a contract time  
132 extension. Contract time may be adjusted for the following reasons or  
133 events, but only if and to the extent the critical path has been affected:  
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**(1) Changes in the Work, Additional Work, and Delays Caused by the State.** If the Contractor believes that an extension of time is justified on account of any act or omission by the State, and is not adequately provided for in a field order or change order, it must request the additional time as provided above. At the request of the Engineer, the Contractor must show how the critical path will be affected and must also support the time extension request with schedules, as well as statements from its subcontractors, suppliers, or manufacturers, as necessary. Claims for compensation for any altered or additional work will be determined pursuant to Subsection 104.02 – Changes.

Additional time to perform the extra work will be added to the time allowed in the contract without regard to the date the change directive was issued, even if the contract completion date has passed. A change requiring time issued after contract time has expired will not constitute an excusal or waiver of pre-existing Contractor delay.

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

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

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

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1. State specifically the reason or reasons for the delay and fully explain in a detailed chronology how the delay affects the critical path.
  2. Include copies of pertinent documentation to support the time extension request.
  3. Cite the anticipated period of delay and the time extension requested.
  4. State either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.

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

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

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

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

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

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

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

**(5) Delays for Suspension of Work.** When the performance of the work is totally suspended for one or more days (calendar or working days, as appropriate) by order of the Engineer in accordance with Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) the number of days from the effective date of the Engineer's order to suspend operations to the effective date of the Engineer's order to resume operations shall not be counted as contract time and the contract completion date will be adjusted. During periods of partial suspensions of the work, the Contractor will be granted a time extension only if the partial suspension affects the critical path. If the Contractor believes that an extension of time is justified for a partial suspension of work, it must request the extension in writing at least five working days before the partial suspension will affect the critical operation(s) in progress. The Contractor must show how the critical path was increased based on the status of the work and must also support its claim if requested, with statements from its subcontractors. A suspension of work will not constitute a waiver of pre-existing Contractor delay.

**(6) Contractor Caused Delays.** No time extension will be granted under the following circumstances:

**(a)** Delays within the Contractor's control in performing the work caused by the Contractor, subcontractor, supplier, or any combination thereof.

**(b)** Delays within the Contractor's control in arrival of materials and equipment caused by the Contractor, subcontractor, supplier, or any combination thereof, in ordering, fabricating, and delivery.

**(c)** Delays requested for changes which do not affect the critical path.

266 (d) Delays caused by the failure of the Contractor to make  
 267 submittals in a timely manner for review and acceptance by  
 268 the Engineer, such as but not limited to shop drawings,  
 269 descriptive sheets, material samples, and color samples  
 270 except as covered in Subsection 108.05(B)(3) – Delays  
 271 Beyond Contractor’s Control and 108.05(B)(4) – Delays in  
 272 Delivery of Materials or Equipment.

273  
 274 (e) Delays caused by the failure to submit sufficient  
 275 information and data in a timely manner in the proper form in  
 276 order to obtain necessary permits related to the work.

277  
 278 (f) Failure to follow the procedure within the time allowed  
 279 by contract to request a time extension.

280  
 281 (g) Failure of the Contractor to provide evidence sufficient  
 282 to support the time extension request.

283  
 284 (7) **Reduction in Time.** If the State deletes or modifies any  
 285 portion of the work, an appropriate reduction of contract time may be  
 286 made in accordance with Subsection 104.02 - Changes.

287  
 288 **108.06 Progress Schedules.**

289  
 290 (A) **Forms of Schedule.** All schedules shall be submitted using the  
 291 specific computer program designated in the bid documents. If no such  
 292 scheduling software program is designated, then all schedules shall be  
 293 submitted using the latest version of Microsoft Project by Microsoft or  
 294 approved equivalent software program.

295  
 296 Schedule submittals shall be as follows:

297  
 298 (1) **For Contracts \$2,000,000 or less or For Contract Time 100**  
 299 **Working Days or 140 Calendar Days or Less.** For contracts of  
 300 \$2,000,000 or less or for contract time of 100 working days or 140  
 301 calendar days or less, the progress schedule will be a Time Scaled  
 302 Logic Diagram (TSLD). The Contractor shall submit a TSLD  
 303 submittal package meeting the following requirements and having  
 304 these essential and distinctive elements:

305  
 306 (a) The major features of work, such as but not limited to  
 307 BMP installation, grubbing, roadway excavation, structure  
 308 excavation, structure construction, shown in the chronological  
 309 order in which the Contractor proposes to work that feature or  
 310 work and its location on the project. The schedule shall  
 311 account for normal inclement weather, unusual soil or other

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conditions that may influence the progress of the work, schedules, and coordination required by any utility, off or on site fabrications, and other pertinent factors that relate to progress;

**(b)** All features listed or not listed in the contract documents that the Contractor considers a controlling factor for the timely completion of the contract work.

**(c)** The time span and sequence of the activities or events for each feature, and its interrelationship and interdependencies in time and logic to other features in order to complete the project.

**(d)** The total anticipated time necessary to complete work required by the contract.

**(e)** A chronological listing of critical intermediate dates or time periods for features or milestones or phases that can affect timely completion of the project.

**(f)** Major activities related to the location on the project.

**(g)** Non-construction activities, such as submittal and acceptance periods for shop drawings and material, procurement, testing, fabrication, mobilization, and demobilization or order dates of long lead material.

**(h)** Set schedule logic for out of sequence activities to retain logic. In addition, open ends shall be non-critical.

**(i)** Show target bars for all activities.

**(j)** Vertical and horizontal sight lines both major and minor shall be used as well as a separator line between groups. The Engineer will determine frequency and style.

**(k)** The file name, print date, revision number, data and project title and number shall be included in the title block.

**(l)** Have columns with the appropriate data in them for activity ID, description, original duration, remaining duration, early start, early finish, total float, percent complete, resources. The resource column shall list who is responsible for the work to be done in the activity. These columns shall be to the left of the bar chart.

359 **(2) For Contracts Which Have A Contract Amount More Than**  
360 **\$2,000,000 Or Having A Contract Time Of More Than 100**  
361 **Working Days Or 140 Calendar Days.** For contracts which have a  
362 contract amount more than \$2,000,000 or contract time of more than  
363 100 working days or 140 calendar days, the Contractor shall submit  
364 a Timed-Scaled Logic Diagram (TSLD) meeting the following  
365 requirements and having these essential and distinctive elements:  
366

367 **(a)** The information and requirements listed in Subsection  
368 108.06(A)(1) – For Contracts \$2,000,000 or Less or For  
369 Contract Time 100 Working Days or 140 Calendar Days or  
370 Less.

371  
372 **(b)** Additional reports and graphics available from the  
373 software as requested by the Engineer.

374  
375 **(c)** Sufficient detail to allow at least weekly monitoring of  
376 the Contractor and subcontractor's operations.  
377

378 **(d)** The time scaled schematic shall be on a calendar or  
379 working days basis. What will be used shall be determined by  
380 how the contract keeps track of time. It will be the same. Plot  
381 the critical calendar dates anticipated.  
382

383 **(e)** Breakdown of activity, such as forming, placing  
384 reinforcing steel, concrete pouring and curing, and stripping  
385 in concrete construction. Indicate location of work to be done  
386 in such detail that it would be easily determined where work  
387 would be occurring within approximately 200 feet.  
388

389 **(f)** Latest start and finish dates for critical path activities.  
390

391 **(g)** Identify responsible subcontractor, supplier, and others  
392 for their respective activity.  
393

394 **(h)** No individual activity shall have duration of more than  
395 20 calendar days unless requested and approved by the  
396 Engineer.  
397

398 **(i)** All activities shall have work breakdown structure  
399 codes and activity codes. The activity codes shall have  
400 coding that incorporates information for phase, location, who  
401 is responsible for doing work and type of operation and  
402 activity description.  
403



404 (j) Incorporate all physical access and availability  
405 restraints.

406

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

409

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

432

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

436

- 437 (1) Four sets of the TSLD schedule.
- 438
- 439 (2) All the software files and data to re-create the TSLD in a  
440 computerized software format as specified by the Engineer.
- 441
- 442 (3) A listing of equipment that is anticipated to be used on the  
443 project. Including the type, size, make, year of manufacture, and all  
444 information necessary to identify the equipment in the Rental Rate  
445 Blue Book for Construction Equipment.
- 446
- 447 (4) An anticipated manpower requirement graph plotting contract  
448 time and total manpower requirement. This may be superimposed  
449 over the payment graph.

450

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

- 455
- 456 (a) Has a duration longer than five days.
  - 457
  - 458 (b) Is a milestone activity.
  - 459
  - 460 (c) Is a contract item that exceeds \$10,000 on the contract  
 461 cost proposal.
  - 462
  - 463 (d) Is a critical path activity.
  - 464
  - 465 (e) Is an activity designated as such by the Engineer.
  - 466

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

- 469
- 470 (a) Quantity, type, make, and model of equipment.
  - 471
  - 472 (b) The manpower to do the work, specifying worker  
 473 classification.
  - 474
  - 475 (c) The production rate per eight hour day, or the working  
 476 hours established by the contract documents needed to meet  
 477 the time indicated on the schedule. If the production rate is  
 478 not for eight hours, the number of working hours shall be  
 479 indicated.
  - 480
  - 481 (6) Two sets of color time-scaled project evaluation and review  
 482 technique charts ("PERT") using the activity box template of Logic –  
 483 Early Start or such other template designated by the Engineer.
  - 484

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

487

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

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497 all new activities and any changes in duration or start or finish dates of any  
498 activity.  
499

500 The Contractor shall submit with every update, in report form  
501 acceptable to the Engineer, a list of changes to the progress schedule since  
502 the previous schedule submittal. The Engineer may change the frequency  
503 of the submittal requirements but may not require a submittal of the  
504 schedule to be more than once a week. The Engineer may decrease the  
505 frequency of the submittal of the bi-weekly schedule.  
506

507 The Contractor shall submit updates of the anticipated work  
508 completion graph, equipment listing, manpower requirement graph or  
509 method statement when requested by the Engineer. The Contractor shall  
510 submit such updates within 4 calendar days from the date of the request by  
511 the Engineer.  
512

513 The Engineer may withhold progress payment until the Contractor is  
514 in compliance with all schedule update requirements  
515

516 **(F) Float.** All float appearing on a schedule is a shared commodity.  
517 Float does not belong to or exist for the exclusive use or benefit of either  
518 the State or the Contractor. The State or the Contractor has the opportunity  
519 to use available float until it is depleted. Float has no monetary value.  
520

521 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly  
522 basis with the Engineer to review the progress schedule. The Contractor  
523 shall have someone attending the meeting that can answer all questions on  
524 the TSLD and other schedule related submittals.  
525

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

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538 If the TSLD indicates an early completion of the project, the  
539 Contractor shall, upon submittal of the schedule, cooperate with the  
540 Engineer in explaining how it will be achieved. In addition, the Contractor  
541 shall submit the above explanation in writing which shall include the State's  
542 part, if any, in achieving the early completion date. Early completion of the  
543 project shall not rely on changes to the Contract Documents unless  
544 approved by the Engineer.  
545

546 **(l) Contractor Responsibilities.** The Contractor shall promptly  
547 respond to any inquiries from the Engineer regarding any schedule  
548 submission. The Contractor shall adjust the schedule to address directives  
549 from the Engineer and shall resubmit the TSLD package to the Engineer  
550 until the Engineer finds it acceptable.  
551

552 The Contractor shall perform the work in accordance with the  
553 submitted TSLD. The Engineer may require the Contractor to provide  
554 additional work forces and equipment to bring the progress of the work into  
555 conformance with the TSLD at no increase in contract price or contract time  
556 whenever the Engineer determines that the progress of the work does not  
557 insure completion within the specified contract time.  
558

559 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the  
560 Contractor shall be available to meet once a week with the Engineer at the time  
561 and place as determined by the Engineer to discuss the work and its progress  
562 including but not limited to, the progress of the project, potential problems,  
563 coordination of work, submittals, erosion control reports, etc. The Contractor's  
564 personnel attending shall have the authority to make decisions and answer  
565 questions.  
566

567 The Contractor shall bring to weekly meetings a detailed work schedule  
568 showing the next three weeks' work. Number of copies of the detailed work  
569 schedule to be submitted will be determined by the Engineer. The three-week  
570 schedule is in addition to the TSLD and shall in no way be considered as a  
571 substitute for the TSLD or vice versa. The three-week schedule shall show:  
572

573 **(a)** All construction events, traffic control and BMP related activities in  
574 such detail that the Engineer will be able to determine at what location and  
575 type of work will be done for any day for the next three weeks. This is for  
576 the State to use to plan its manpower requirements for that time period.  
577

578 **(b)** The duration of all events and delays.  
579

580 **(c)** The critical path clearly marked in red or marked in a manner that  
581 makes it clearly distinguishable from other paths and is acceptable to the  
582 Engineer.  
583

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584 (d) Critical submittals and requests for information (RFI's).  
585

586 (e) The project title, project number, date created, period the schedule  
587 covers, Contractor's name and creator of the schedule on each page.  
588

589 Two days prior to each weekly meeting, the Contractor shall submit  
590 a list of outstanding submittals, RFIs and issues that require discussion.  
591

592 **108.08 Liquidated Damages for Failure to Complete the Work or Portions**  
593 **of the Work on Time.** The actual amount of damages resulting from the  
594 Contractor's failure to complete the contract in a timely manner is difficult to  
595 accurately determine. Therefore, the amount of such damages shall be liquidated  
596 damages as set forth herein and in the special provisions. The State may, at its  
597 discretion, deduct the amount from monies due or that may become due under the  
598 contract.  
599

600 When the Contractor fails to reach substantial completion of the work for  
601 which liquidated damages are specified, within the time or times fixed in the  
602 contract or any extension thereof, in addition to all other remedies for breach that  
603 may be available to the State, the Contractor shall pay liquidated damages to the  
604 State, in the amount of \$ 2,300.00 per working day.  
605

606 (A) **Liquidated Damages Upon Termination.** If the State terminates  
607 on account of Contractor's default, liquidated damages may be charged  
608 against the defaulting Contractor and its surety until final completion of  
609 work.  
610

611 (B) **Liquidated Damages for Failure to Complete the Punchlist.** The  
612 Contractor shall complete the work on any punchlist created after the pre-  
613 final inspection, within the contract time or any extension thereof.  
614

615 When the Contractor fails to complete the work on such punchlist  
616 within the contract time or any extension thereof, the Contractor shall pay  
617 liquidated damages to the State of 20 percent of the amount of liquidated  
618 damages established for failure to substantially complete the work within  
619 contract time. Liquidated damages shall not be assessed for the period  
620 between:  
621

622 (1) Notice from the Contractor that the project is substantially  
623 complete and the time the punchlist is delivered to the Contractor.  
624

625 (2) The date of the completion of punchlist as determined by the  
626 Engineer and the date of the successful final inspection, and  
627

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

631  
632 **(C) Actual Damages Recoverable If Liquidated Damages Deemed**  
633 **Unenforceable.** In the event a court of competent jurisdiction holds that  
634 any liquidated damages assessed pursuant to this contract are  
635 unenforceable, the State will be entitled to recover its actual damages for  
636 Contractor's failure to complete the work, or any designated portion of the  
637 work within the time set by the contract.

638  
639 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
640 addition to all other remedies available to the State for Contractor's breach of the  
641 terms of the contract, the Engineer will assess the rental fees in the amount of  
642 \$500 for every one-to fifteen-minute increment for each roadway lane closed to  
643 public use or occupied beyond the time periods authorized in the contract or by the  
644 Engineer. The maximum amount assessed per day shall be \$5,000. The State  
645 may, at its discretion, deduct the amount from monies due or that may become  
646 due under the contract. The rental fee may be waived in whole or part if the  
647 Engineer determines that the unauthorized period of lane closure or occupancy  
648 was due to factors beyond the control of the Contractor. Equipment breakdown is  
649 not a cause to waive liquidated damages.

650  
651 **108.10 Suspension of Work.**

652  
653 **(A) Suspension of Work.** The Engineer may, by written order, suspend  
654 the performance of the work, either in whole or in part, for such periods as  
655 the Engineer may deem necessary, for any cause, including but not limited  
656 to:

657  
658 (1) Weather or soil conditions considered unsuitable for  
659 prosecution of the work.

660  
661 (2) Whenever a redesign that may affect the work is deemed  
662 necessary by the Engineer.

663  
664 (3) Unacceptable noise or dust arising from the construction even  
665 if it does not violate any law or regulation.

666  
667 (4) Failure on the part of the Contractor to:

668  
669 (a) Correct conditions unsafe for the general public or for  
670 the workers.

671  
672 (b) Carry out orders given by the Engineer.

108.10

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

675  
676 (d) Provide adequate supervision on the jobsite.  
677 (5) The convenience of the State.

678  
679 (B) **Partial and Total Suspension.** Suspension of work on some but  
680 not all items of work shall be considered a “partial suspension”.  
681 Suspension of work on all items shall be considered “total suspension”.  
682 The period of suspension shall be computed from the date set out in the  
683 written order for work to cease until the date of the order for work to  
684 resume.

685  
686 (C) **Reimbursement to Contractor.** In the event that the Contractor is  
687 ordered by the Engineer in writing as provided herein to suspend all work  
688 under the contract for the reasons specified in Subsections 108.10(A)(2),  
689 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the  
690 Contractor may be reimbursed for actual direct costs incurred on work at  
691 the jobsite, as authorized in writing by the Engineer, including costs  
692 expended for the protection of the work. An allowance of 5 percent for  
693 indirect categories of delay costs will be paid on any reimbursed direct  
694 costs, including extended branch and home-office overhead and delay  
695 impact costs. No allowance will be made for anticipated profits. Payment  
696 for equipment which is ordered to standby during such suspension of work  
697 shall be made as described in Subsection 109.06(H) - Idle and Standby  
698 Equipment.

699  
700 (D) **Cost Adjustment.** If the performance of all or part of the work is  
701 suspended for reasons beyond the control of the Contractor except an  
702 adjustment shall be made for any increase in cost of performance of this  
703 contract (excluding profit) necessarily caused by such suspension, and the  
704 contract modified in writing accordingly.

705  
706 However, no adjustment to the contract price shall be made for any  
707 suspension, delay, or interruption:

- 708  
709 (1) For weather related conditions.  
710  
711 (2) To the extent that performance would have been so  
712 suspended, delayed, or interrupted by any other cause, including the  
713 fault or negligence of the Contractor.  
714  
715 (3) Or, for which an adjustment is provided for or excluded under  
716 any other provision of this Contract.  
717

718 **(E) Claims for Adjustment.** Any adjustment in contract price made  
 719 shall be determined in accordance with Subsections 104.02 – Changes and  
 720 104.06 – Methods of Price Adjustment.  
 721

722 Any claims for such compensation shall be filed in writing with the  
 723 Engineer within 30 days after the date of the order to resume work or the  
 724 claim will not be considered. The claim shall conform to the requirements  
 725 of Subsection 107.15(D) – Making of a Claim. The Engineer will take the  
 726 claim under consideration, may make such investigations as are deemed  
 727 necessary and will be the sole judge as to the equitability of the claim. The  
 728 Engineer’s decision will be final.  
 729

730 **(F) No Adjustment.** No provision of this clause shall entitle the  
 731 Contractor to any adjustments for delays due to failure of its surety, the  
 732 cancellation or expiration of any insurance coverage required by the  
 733 contract documents, for suspensions made at the request of the Contractor,  
 734 for any delay required under the contract, for suspensions, either partial or  
 735 whole, made by the Engineer under Subsection 108.10(A)(4) of the  
 736 “Suspension of work” paragraph.  
 737

#### 738 **108.11 Termination of Contract for Cause.**

739  
 740 **(A) Default.** If the Contractor refuses or fails to perform the work, or any  
 741 separable part thereof, with such diligence as will assure its completion  
 742 within the time specified in this contract, or any extension thereof, or  
 743 commits any other material breach of this contract, and further fails within  
 744 seven days after receipt of written notice from the Engineer to commence  
 745 and continue correction of the refusal or failure with diligence and  
 746 promptness, the Engineer may, by written notice to the Contractor, declare  
 747 the Contractor in breach and terminate the Contractor’s right to proceed  
 748 with the work or the part of the work as to which there has been delay or  
 749 other breach of contract. In such event, the State may take over the work,  
 750 perform the same to completion, by contract or otherwise, and may take  
 751 possession of, and utilize in completing the work, the materials, appliances,  
 752 and plants as may be on the site of the work and necessary therefore.  
 753 Whether or not the Contractor’s right to proceed with the work is terminated,  
 754 the Contractor and the Contractor’s sureties shall be liable for any damage  
 755 to the State resulting from the Contractor’s refusal or failure to complete the  
 756 work within the specified time.  
 757

758 **(B) Additional Rights and Remedies.** The rights and remedies of the  
 759 State provided in this contract are in addition to any other rights and  
 760 remedies provided by law.  
 761

762 **(C) Costs and Charges.** All costs and charges incurred by the State,  
 763 together with the cost of completing the work under contract, will be



## 108.12

764 deducted from any monies due or which would or might have become due  
765 to the Contractor had it been allowed to complete the work under the  
766 contract. If such expense exceeds the sum which would have been  
767 payable under the contract, then the Contractor and the surety shall be  
768 liable and shall pay the State the amount of the excess.  
769

770 In case of termination, the Engineer will limit any payment to the  
771 Contractor to the part of the contract satisfactorily completed at the time of  
772 termination. Payment will not be made until the work has satisfactorily been  
773 completed and all required documents, including the tax clearance required  
774 by Subsection 109.11 – Final Payment are submitted by the Contractor.  
775 Termination shall not relieve the Contractor or Surety from liability for  
776 liquidated damages.  
777

778 **(D) Erroneous Termination for Cause.** If, after notice of termination of  
779 the Contractor's right to proceed under this section, it is determined for any  
780 reason that good cause did not exist to allow the State to terminate as  
781 provided herein, the rights and obligations of the parties shall be the same  
782 as, and the relief afforded the Contractor shall be limited to, the provisions  
783 contained in Subsection 108.12 – Termination for Convenience.  
784

### 785 **108.12 Termination For Convenience.**

786  
787 **(A) Terminations.** The Director may, when the interests of the State so  
788 require, terminate this contract in whole or in part, for the convenience of  
789 the State. The Director will give written notice of the termination to the  
790 Contractor specifying the part of the contract terminated and when  
791 termination becomes effective.  
792

793 **(B) Contractor's Obligations.** The Contractor shall incur no further  
794 obligations in connection with the terminated work and on the date set in  
795 the notice of termination the Contractor shall stop work to the extent  
796 specified. The Contractor shall also terminate outstanding orders and  
797 subcontracts as they relate to the terminated work. The Contractor shall  
798 settle the liabilities and claims arising out of the termination of subcontracts  
799 and orders connected with the terminated work subject to the State's  
800 approval. The Engineer may direct the Contractor to assign the  
801 Contractor's right, title, and interest under terminated orders or subcontracts  
802 to the State. The Contractor must still complete the work not terminated by  
803 the notice of termination and may incur obligations as necessary to do so.  
804

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

- 808 (1) Any completed work.  
809
- 810 (2) Any partially completed construction, goods, materials, parts,  
811 tools, dies, jigs, fixtures, drawings, information, and contract rights  
812 (hereinafter called "construction material") that the Contractor has  
813 specifically produced or specially acquired for the performance of the  
814 terminated part of this contract.  
815
- 816 (3) The Contractor shall protect and preserve all property in the  
817 possession of the Contractor in which the State has an interest. If  
818 the Engineer does not elect to retain any such property, the  
819 Contractor shall use its best efforts to sell such property and  
820 construction materials for the State's account in accordance with the  
821 standards of HRS Chapter 490:2-706.  
822
- 823 **(D) Compensation.**  
824
- 825 (1) The Contractor shall submit a termination claim specifying the  
826 amounts due because of the termination for convenience together  
827 with cost or pricing data, submitted to the extent required by HAR  
828 Subchapter 15, Chapter 3-122. If the Contractor fails to file a  
829 termination claim within one year from the effective date of  
830 termination, the Engineer may pay the Contractor, if at all, an amount  
831 set in accordance with Subsection 108.12(D)(3).  
832
- 833 (2) The Engineer and the Contractor may agree to a settlement  
834 provided the Contractor has filed a termination claim supported by  
835 cost or pricing data submitted as required and that the settlement  
836 does not exceed the total contract price plus settlement costs  
837 reduced by payments previously made by the State, the proceeds of  
838 any sales of construction, supplies, and construction materials under  
839 Subsection 108.12(C)(3), and the proportionate contract price of the  
840 work not terminated.  
841
- 842 (3) Absent complete agreement, the Engineer will pay the  
843 Contractor the following amounts less any payments previously  
844 made under the contract:  
845
- 846 (a) The cost of all contract work performed prior to the  
847 effective date of the notice of termination work plus a 5  
848 percent markup on the actual direct costs, including amounts  
849 paid to subcontractor, less amounts paid or to be paid for  
850 completed portions of such work; provided, however, that if it  
851 appears that the Contractor would have sustained a loss if the  
852 entire contract would have been completed, no markup shall  
853 be allowed or included and the amount of compensation shall

854 be reduced to reflect the anticipated rate of loss. No  
855 anticipated profit or consequential damage will be due or paid.

856  
857 **(b)** Subcontractors shall be paid a markup of 10 percent on  
858 their direct job costs incurred to the date of termination. No  
859 anticipated profit or consequential damage will be due or paid  
860 to any subcontractor. These costs must not include payments  
861 made to the Contractor for subcontract work during the  
862 contract period.

863  
864 **(c)** The total sum to be paid the Contractor shall not  
865 exceed the total contract price reduced by the amount of any  
866 sales of construction supplies, and construction materials.

867  
868 **(4)** Cost claimed, agreed to, or established by the State shall be  
869 in accordance with HAR Chapter 3-123.

870  
871 **108.13 Pre-Final and Final Inspections.**

872  
873 **(A) Inspection Requirements.** Before the Engineer undertakes a final  
874 inspection of any work, a pre-final inspection must first be conducted. The  
875 Contractor shall notify the Engineer that the work has reached substantial  
876 completion and is ready for pre-final inspection.

877  
878 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work  
879 has reached substantial completion, the Contractor shall inspect the project  
880 and test all installed items with all of its subcontractors as appropriate. The  
881 Contractor shall also submit the following documents as applicable to the  
882 work:

883  
884 **(1)** All written guarantees required by the contract.

885  
886 **(2)** Two accepted final field-posted drawings as specified in  
887 Section 648 – Field-Posted Drawings;

888  
889 **(3)** Complete weekly certified payroll records for the Contractor  
890 and Subcontractors.

891  
892 **(4)** Certificate of Plumbing and Electrical Inspection.

893  
894 **(5)** Certificate of building occupancy as required.

895  
896 **(6)** Certificate of Soil and Wood Treatments.

897  
898 **(7)** Certificate of Water System Chlorination.

899

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

902  
903 (9) Maintenance Service Contract and two copies of a list of all  
904 equipment installed.

905  
906 (10) Current Tax clearance. The contractor will be required to  
907 submit an additional tax clearance certificate when the final payment  
908 is made.

909  
910 (11) And any other final items and submittals required by the  
911 contract documents.

912  
913 (C) **Procedure.** When in compliance with the above requirements, the  
914 Contractor shall notify the Engineer in writing that the project has reached  
915 substantial completion and is ready for pre-final inspection.

916  
917 The Engineer will then make a preliminary determination as to  
918 whether or not the project is substantially complete and ready for pre-final  
919 inspection. The Engineer may, in writing, postpone until after the pre-final  
920 inspection the Contractor's submittal of any of the items listed in Subsection  
921 108.13(B) – Pre-Final Inspection, herein, if in the Engineer's discretion it is  
922 in the interest of the State to do so.

923  
924 If, in the opinion of the Engineer, the project is not substantially  
925 complete, the Engineer will provide the Contractor a punchlist of specific  
926 deficiencies in writing which must be corrected or finished before the work  
927 will be ready for a pre-final inspection. The Engineer may add to or  
928 otherwise modify this punchlist from time to time. The Contractor shall take  
929 immediate action to correct the deficiencies and must repeat all steps  
930 described above including written notification that the work is ready for pre-  
931 final inspection.

932  
933 After the Engineer is satisfied that the project appears substantially  
934 complete a final inspection shall be scheduled within ten working days after  
935 receipt of the Contractor's latest letter of notification that the project is ready  
936 for final inspection.

937  
938 If, as a result of the pre-final inspection, the Engineer determines the  
939 work is not substantially complete, the Engineer will inform the Contractor in  
940 writing as to specific deficiencies which must be corrected before the work  
941 will be ready for another pre-final inspection. If the Engineer finds the work  
942 is substantially complete but finds deficiencies that must be corrected  
943 before the work is ready for final inspection, the Engineer will prepare in  
944 writing and deliver to the Contractor a punchlist describing such  
945 deficiencies.

946 At any time before final acceptance, the Engineer may revoke the  
 947 determination of substantial completion if the Engineer finds that it was not  
 948 warranted and will notify the Contractor in writing the reasons therefore  
 949 together with a description of the deficiencies negating the declaration.

950  
 951 When the date of substantial completion has been determined by the  
 952 State, liquidated damages for the failure to complete the punchlist, if due to  
 953 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated  
 954 Damages for Failure to Complete the Punchlist.

955  
 956 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a  
 957 punchlist after pre-final inspection, the Contractor shall promptly devote all  
 958 required time, labor, equipment, materials and incidentals to correct and  
 959 remedy all punchlist deficiencies. The Engineer may add to or otherwise  
 960 modify this punchlist until substantial completion of the project.

961  
 962 Before final inspection of the work, the Contractor shall clean all  
 963 ground occupied by the Contractor in connection with the work of all  
 964 rubbish, excess materials temporary structures and equipment, shall  
 965 remove all graffiti and defacement of the work and all parts of the work and  
 966 the worksite must be left in a neat and presentable condition to the  
 967 satisfaction of the Engineer.

968  
 969 Final inspection will occur within ten working days after the  
 970 Contractor notifies the Engineer in writing that all punchlist deficiencies  
 971 remaining after the pre-final inspection have been completed and the  
 972 Engineer concurs. If the Engineer determines that deficiencies still remain  
 973 at the final inspection, the work will not be accepted and the Engineer will  
 974 notify the Contractor, in writing, of the deficiencies which shall be corrected  
 975 and the steps above repeated.

976  
 977 If the Contractor fails to correct the deficiencies and complete the  
 978 work by the established or agreed date, the State may correct the  
 979 deficiencies by whatever method it deems appropriate and deduct the cost  
 980 from any payments due the Contractor.

981  
 982 **108.14 Substantial Completion and Final Acceptance.**

983  
 984 **(A) Substantial Completion.** When the Engineer finds that the  
 985 Contractor has satisfactorily completed all work for the project in  
 986 compliance with the contract, with the exception of the planting period and  
 987 the plant establishment period, the Engineer will notify the Contractor, in  
 988 writing, of the project's substantial completion, effective as of the date of the  
 989 final inspection. The substantial completion date shall determine end of  
 990 contract time and relieve contractor of any additional accumulation of  
 991 liquidated damages for failure to complete the punchlist.

992  
993 **(B) Final Acceptance.** When the Engineer finds that the Contractor has  
994 satisfactorily completed all contract work in compliance with the contract  
995 including all plant establishment requirements, and all the materials have  
996 been accepted by the State, the Engineer will issue a Final Acceptance  
997 Letter. The Final Acceptance date shall determine the commencement of  
998 all guaranty periods subject to Subsection 108.16 – Contractor’s  
999 Responsibility for Work; Risk of Loss or Damage.

1000  
1001 **108.15 Use of Structure or Improvement.** The State has the right to use the  
1002 structure, equipment, improvement, or any part thereof, at any time after it is  
1003 considered by the Engineer as available. In the event that the structure,  
1004 equipment or any part thereof is used by the State before final acceptance, the  
1005 Contractor is not relieved of its responsibility to protect and preserve all the work  
1006 until final acceptance.

1007  
1008 **108.16 Contractor’s Responsibility for Work; Risk of Loss or Damage.**  
1009 Until the written notice of final acceptance has been received, the Contractor shall  
1010 take every precaution against loss or damage to any part of the work by the action  
1011 of the elements or from any other cause whatsoever, whether arising from the  
1012 performance or from the non-performance of the work. The Contractor shall  
1013 rebuild, repair, restore and make good all loss or damage to any portion of the  
1014 work resulting from any cause before its receipt of the written notice of final  
1015 acceptance and shall bear the risk and expense thereof.

1016  
1017 The risk of loss or damage to the work from any hazard or occurrence that  
1018 may or may not be covered by a builder’s risk policy is that of the Contractor and  
1019 Surety, unless such risk of loss is placed elsewhere by express language in the  
1020 contract documents.

1021  
1022 **108.17 Guarantee of Work.**

1023  
1024 **(1)** Regardless of, and in addition to, any manufacturers’ warranties, all  
1025 work and equipment shall be guaranteed by the Contractor against defects  
1026 in materials, equipment or workmanship for one year from the date of final  
1027 acceptance or as otherwise specified in the contract documents.

1028  
1029 **(2)** When the Engineer determines that repairs or replacements of any  
1030 guaranteed work and equipment is necessary due to materials, equipment,  
1031 or workmanship which are inferior, defective, or not in accordance with the  
1032 terms of the contract, the Contractor shall, at no increase in contract price  
1033 or contract time, and within five working days of receipt of written notice  
1034 from the State, commence to all of the following:

1035  
1036 **(a)** Correct all noted defects and make replacements, as directed  
1037 by the Engineer, in the equipment and work.

**108.19**

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

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

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

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

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

- (1) Any payment for, or acceptance of, the whole or any part of the work.
- (2) Any extension of time.
- (3) Any possession taken by the Engineer.

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

**108.19 Final Settlement of Contract.**

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

- 1084 (1) All written guarantees required by the contract.  
1085  
1086 (2) Complete and certified weekly payrolls for the Contractor and  
1087 its subcontractor's.  
1088  
1089 (3) Certificate of plumbing and electrical inspection.  
1090  
1091 (4) Certificate of building occupancy.  
1092  
1093 (5) Certificate for soil treatment and wood treatment.  
1094  
1095 (6) Certificate of water system chlorination.  
1096  
1097 (7) Certificate of elevator inspection, boiler and pressure pipe  
1098 installation.  
1099  
1100 (8) Tax clearance.  
1101  
1102 (9) All other documents required by the Contract or by law.  
1103

1104 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet  
1105 the applicable closing requirements within 60 days from the date of Project  
1106 Acceptance or the agreed to Punchlist complete date. Should the  
1107 Contractor fail to comply with these requirements, the Engineer may  
1108 terminate the contract for cause.”  
1109  
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**END OF SECTION 108**





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claims have been fully and completely discharged or otherwise satisfied.”

**END OF SECTION 109**

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

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

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

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

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

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

28  
29 Requirements of this section also apply to construction support  
30 activities including concrete or asphalt batch plants, rock crushing plants,  
31 equipment staging yards/areas, material storage areas, excavated material  
32 disposal areas, and borrow areas located outside the State Right-of-Way.  
33 For areas serving multiple construction projects, or operating beyond the  
34 completion of the construction project in which it supports, the Contractor  
35 shall be responsible for securing the necessary permits, clearances, and  
36 documents, and following the conditions of the permits and clearances, at no  
37 cost to the State.

38  
39 **209.02 Materials.** Comply with applicable materials described in Chapters 2 and  
40 3 of the current HDOT “Construction Best Management Practices Field Manual”. In  
41 addition, the materials shall comply with the following:

42  
43 **(A) Grass.** Grass shall be a quick growing species such as rye grass,  
44 Italian rye grass, or cereal grasses. Grass shall be suitable to the area and  
45 provide a temporary cover that will not compete later with permanent cover.  
46 Alternative grasses are allowable if acceptable to the Engineer.

47 **(B) Fertilizer and Soil Conditioners.** Fertilizer and soil conditioners shall  
48 be a standard commercial grade acceptable to the Engineer. Fertilizer shall  
49 conform to Subsection 619.02(H)(1) - Commercial Fertilizer.  
50

51 **(C) Hydro-mulching.** Hydro-mulching used as a temporary vegetative  
52 stabilization measure shall consist of materials in Subsections 209.02(A) -  
53 Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be  
54 recycled materials including bagasse, hay, straw, wood cellulose bark, wood  
55 chips, or other material acceptable to the Engineer. Mulches shall be clean  
56 and free of noxious weeds and deleterious materials. Potable water shall  
57 meet the requirements of Subsection 712.01 - Water. Submit alternate  
58 sources of irrigation water for the Engineer’s acceptance if deviating from  
59 712.01 - Water. Installation and other requirements shall be in accordance  
60 with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil  
61 and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period.  
62 Install non-vegetative controls including mulch or rolled erosion control  
63 products while the vegetation is being established. Water and fertilize grass.  
64 Apply fertilizer as recommended by the manufacturer. Replace grass the  
65 Engineer considers unsuitable or sick. Remove and dispose of trash and  
66 debris. Remove invasive species. Mow as needed to prevent site or signage  
67 obstructions, fire hazard, or nuisance to the public. Do not remove down  
68 stream sediment control measures until the vegetation is uniformly  
69 established, including no large bare areas, and provides 70 percent of the  
70 density of pre-disturbance vegetation. Temporary vegetative stabilization  
71 shall not be used longer than one year.  
72

73 **(D) Silt Fences.** Comply with ASTM D6462, Standard Practice for Silt  
74 Fence Installation.  
75

76 Alternative materials or methods to control, prevent, remove and dispose  
77 pollution are allowable if acceptable to the Engineer.  
78

### 79 **209.03 Construction.**

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

81 **(1) Water Pollution, Dust, and Erosion Control Meeting.**  
82 Schedule a water pollution, dust, and erosion control meeting with the  
83 Engineer after Site-Specific BMP is accepted in writing by the  
84 Engineer. Meeting shall be scheduled a minimum of 14 calendar days  
85 prior to the Start Work Date. Discuss sequence of work, plans and  
86 proposals for water pollution, dust, and erosion control.  
87  
88  
89

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

91 Submit a Site-Specific BMP Plan within 30 calendar days of contract  
92 execution. Submission of complete and acceptable Site-Specific BMP  
93 Plan is the sole responsibility of the Contractor and additional contract  
94 time will not be issued for delays due to incompleteness. Include the  
95 following:

96  
97 **(a)** Written description of activities to minimize water  
98 pollution and soil erosion into State waters, drainage or sewer  
99 systems. BMP shall include the following:

- 100  
101 1. An identification of potential pollutants and their  
102 sources.
- 103  
104 2. A list of all materials and heavy equipment to be  
105 used during construction.
- 106  
107 3. Descriptions of the methods and devices used to  
108 minimize the discharge of pollutants into State waters,  
109 drainage or sewer systems.
- 110  
111 4. Details of the procedures used for the  
112 maintenance and subsequent removal of any erosion or  
113 siltation control devices.
- 114  
115 5. Methods of removing and disposing hazardous  
116 wastes encountered or generated during construction.
- 117  
118 6. Methods of removing and disposing concrete and  
119 asphalt pavement cutting slurry, concrete curing water,  
120 and hydrodemolition water.
- 121  
122 7. Spill Control and Prevention and Emergency Spill  
123 Response Plan.
- 124  
125 8. Fugitive dust control, including dust from grinding,  
126 sweeping, or brooming off operations or combination  
127 thereof.
- 128  
129 9. Methods of storing and handling of oils, paints  
130 and other products used for the project.
- 131  
132 10. Material storage and handling areas, and other  
133 staging areas.
- 134  
135 11. Concrete truck washouts.

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- 12.** Concrete waste control.
- 13.** Fueling and maintenance of vehicles and other equipment.
- 14.** Tracking of sediment offsite from project entries and exits.
- 15.** Litter management.
- 16.** Toilet facilities.
- 17.** Other factors that may cause water pollution, dust and erosion control.

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

**(c)** Construction schedule.

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

**(e)** Description of fill material to be used.

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

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

181 (h) Site-Specific BMP Review Checklist. The checklist may  
182 be downloaded from HDOT's Stormwater Management  
183 website at <http://stormwaterhawaii.com>.  
184

185 Date and sign Site-Specific BMP Plan. Keep accepted  
186 copy on site or at an accessible location so that it can be made  
187 available at the time of an on-site inspection or upon request by  
188 the Engineer, HDOT Third-Party Inspector, and/or DOH/EPA  
189 Representative. Amendments to the Site-Specific BMP Plan  
190 shall be included with original Site-Specific BMP Plan. Modify  
191 SWPPP if necessary to conform to revisions. Include date of  
192 installation and removal of Site-Specific BMP measures.  
193 Obtain written acceptance by the Engineer before  
194 implementing revised Site-Specific BMPs in the field.  
195

196 Follow the guidelines in the current HDOT "Construction  
197 Best Management Practices Field Manual", in developing,  
198 installing, and maintaining Site-Specific BMPs for all projects.  
199 For any conflicting requirements between the Manual and  
200 applicable bid documents, the applicable bid documents will  
201 govern. Should a requirement not be clearly described within  
202 the applicable bid documents, notify the Engineer immediately  
203 for interpretation. For the purposes of clarification "applicable  
204 bid documents" include the construction plans, standard  
205 specifications, special provisions, Permits, and the SWPPP  
206 when applicable.  
207

208 Follow Honolulu's City and County "Rules for Soil  
209 Erosion Standards and Guidelines" for all projects on Oahu.  
210 Use respective Soil Erosion Guidelines for Maui, Kauai and  
211 Hawaii projects.  
212

213 **(B) Construction Requirements.** Do not begin work until submittals  
214 detailed in Subsection 209.03(A)(2) - Water Pollution, Dust, and Erosion  
215 Control Submittals are completed and accepted in writing by the Engineer.  
216

217 Install, maintain, monitor, repair and replace site-specific BMP  
218 measures, such as for water pollution, dust and erosion control; installation,  
219 monitoring, and operation of hydrotesting activities; removal and disposal of  
220 hazardous waste indicated on plans, concrete cutting slurry, concrete curing  
221 water; or hydrodemolition water. Site-Specific BMP measures shall be in  
222 place, functional and accepted by HDOT personnel prior to initiating any  
223 ground disturbing activities.  
224

225 If necessary, furnish and install rain gage in a secure location prior to  
226 field work including installation of site-specific BMP. Provide rain gage with  
227 a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site  
228 in an area that will not deter rainfall from entering the gate opening. Do not  
229 install in a location where rain water may splash into rain gage. The rain  
230 gage installation shall be stable and plumbed. Maintain rain gage and  
231 replace rain gage that is stolen, does not function properly or accurately, is  
232 worn out, or needs to be relocated. Do not begin field work until rain gage is  
233 installed and Site-Specific BMPs are in place. Rain gage data logs shall be  
234 readily available. Submit rain gage data logs weekly to the Engineer.  
235

236 Address all comments received from the Engineer.  
237

238 Modify and resubmit plans and construction schedules to correct  
239 conditions that develop during construction which were unforeseen during  
240 the design and pre-construction stages.  
241

242 Coordinate temporary control provisions with permanent control  
243 features throughout the construction and post-construction period.  
244

245 Limit maximum surface area of earth material exposed at any time to  
246 300,000 square feet. Do not expose or disturb surface area of earth material  
247 (including clearing and grubbing) until BMP measures are installed and  
248 accepted in writing by the Engineer. Protect temporarily or permanently  
249 disturbed soil surface from rainfall impact, runoff and wind before end of the  
250 work day.  
251

252 Immediately initiate stabilizing exposed soil areas upon completion of  
253 earth disturbing activities for areas permanently or temporarily ceased on any  
254 portion of the site. Earth-disturbing activities have permanently ceased when  
255 clearing and excavation within any area of the construction site that will not  
256 include permanent structures has been completed. Earth-disturbing  
257 activities have temporarily ceased when clearing, grading, and excavation  
258 within any area of the site that will not include permanent structures will not  
259 resume for a period of 14 or more calendar days, but such activities will  
260 resume in the future. The term "immediately" is used in this section to define  
261 the deadline for initiating stabilization measures. "Immediately" means as  
262 soon as practicable, but no later than the end of the next work day, following  
263 the day when the earth-disturbing activities have temporarily or permanently  
264 ceased.  
265

266 For projects with an NPDES Permit for Construction activities:  
267



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

272  
273 (2) For construction areas discharging into nutrient or sediment  
274 impaired waters, complete initial stabilization within 7 calendar days  
275 after the temporary or permanent cessation of earth-disturbing  
276 activities.

277  
278 For projects without an NPDES Permit for Construction activities,  
279 complete initial stabilization within 14 calendar days after the temporary or  
280 permanent cessation of earth-disturbing activities.

281  
282 Any of the following types of activities constitutes initiation of  
283 stabilization:

- 284  
285 (1) Prepping the soil for vegetative or non-vegetative stabilization;  
286  
287 (2) Applying mulch or other non-vegetative product to the exposed  
288 area;  
289  
290 (3) Seeding or planting the exposed area;  
291  
292 (4) Starting any of the activities in items (1) – (3) above on a portion  
293 of the area to be stabilized, but not on the entire area; and  
294  
295 (5) Finalizing arrangements to have stabilization product fully  
296 installed in compliance with the deadline for completing initial  
297 stabilization activities.

298  
299 Any of the following types of activities constitutes completion of initial  
300 stabilization activities:

- 301  
302 (1) For vegetative stabilization, all activities necessary to initially  
303 seed or plant the area to be stabilized; and/or  
304  
305 (2) For non-vegetative stabilization, the installation or application  
306 of all such non-vegetative measures.

307  
308 If the Contractor is unable to meet the deadlines above due to  
309 circumstances beyond the Contractor's control, and the Contractor is using  
310 vegetative cover for temporary or permanent stabilization, the Contractor  
311 may comply with the following stabilization deadlines instead as agreed to by  
312 the Engineer:

313

314 (1) Immediately initiate, and complete within the timeframe shown  
315 above, the installation of temporary non-vegetative stabilization  
316 measures to prevent erosion;

317  
318 (2) Complete all soil conditioning, seeding, watering or irrigation  
319 installation, mulching, and other required activities related to the  
320 planting and initial establishment of vegetation as soon as conditions  
321 or circumstances allow it on the site; and

322  
323 (3) Notify and provide documentation to the Engineer the  
324 circumstances that prevent the Contractor from meeting the deadlines  
325 above for stabilization and the schedule the Contractor will follow for  
326 initiating and completing initial stabilization and as agreed to by the  
327 Engineer.

328  
329 Follow the applicable requirements of the specifications and special  
330 provisions including Section 619 Planting and Section 641 Hydro-Mulch  
331 Seeding.

332  
333 Immediately after seeding or planting the area to be vegetatively  
334 stabilized, to the extent necessary to prevent erosion on the seeded or  
335 planted area, select, design, and install non-vegetative erosion controls that  
336 provide cover (e.g., mulch, rolled erosion control products) to the area while  
337 vegetation is becoming established.

338  
339 Protect exposed or disturbed surface area with mulches, grass seeds  
340 or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add  
341 tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate  
342 of 125 pounds per acre. For hydromulch, use the ingredients and rates  
343 required for mulches and grass seeds. Submit recommendations from a  
344 licensed Landscape Architect when deviating from the application rates  
345 above.

346  
347 Apply fertilizer to mulches, grass seed or hydromulch per  
348 manufacturer's recommendations. Submit recommendations from a licensed  
349 Landscape Architect when deviating from the manufacturer's  
350 recommendations.

351  
352 Install velocity dissipation measures when exposing erodible surfaces  
353 greater than 15 feet in height.

354  
355 BMP measures shall be in place and operational at the end of work  
356 day or as required by Section 209.03(B) Construction Requirements.

357

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

365  
366 Chemicals may be used as soil stabilizers for either or both erosion  
367 and dust control if acceptable to the Engineer.

368  
369 Provide temporary slope drains of rigid or flexible conduits to carry  
370 runoff from cuts and embankments. Provide portable flume at the entrance.  
371 Shorten or extend temporary slope drains to ensure proper function.

372  
373 Protect ditches, channels, and other drainageways leading away from  
374 cuts and fills at all times by either:

- 375  
376 (1) Hydro-mulching the lower region of embankments in the  
377 immediate area.  
378  
379 (2) Installing check dams and siltation control devices.  
380  
381 (3) Other methods acceptable to the Engineer.

382  
383 Provide for controlled discharge of waters impounded, directed, or  
384 controlled by project activities or erosion control measures.

385  
386 Cover exposed surface of materials completely with tarpaulin or  
387 similar device when transporting aggregate, soil, excavated material or  
388 material that may be source of fugitive dust.

389  
390 Cleanup and remove any pollutant that can be attributed to the  
391 Contractor.

392  
393 Install or modify Site-Specific BMP measures due to change in the  
394 Contractor's means and methods, or for omitted condition that should have  
395 been allowed for in the accepted Site-Specific BMP or a Site-Specific BMP  
396 that replaces an accepted Site-Specific BMP that is not satisfactorily  
397 performing. Modifications to Site-Specific BMP measures shall be accepted  
398 in writing by the Engineer prior to implementation.

399  
400 Properly maintain all Site-Specific BMP measures.

401  
402 For projects with an NPDES Permit for Construction Activities:

403

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

- 407
- 408 (a) Weekly.
- 409
- 410 (b) Within 24 hours of any rainfall of 0.25 inch or greater  
411 which occurs in a 24-hour period.
- 412
- 413 (c) When existing erosion control measures are damaged  
414 or not operating properly as required by Site-Specific BMP.
- 415

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

- 419
- 420 (a) Weekly.
- 421
- 422 (b) When existing erosion control measures are damaged  
423 or not operating properly as required by Site-Specific BMP.
- 424

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

- 428
- 429 (a) Weekly.
- 430
- 431 (b) When existing erosion control measures are damaged  
432 or not operating properly as required by Site-Specific BMP.
- 433

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

437

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

441

442 The Contractor's designated representative specified in Subsection  
443 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up  
444 by the Engineer immediately, including weekends and holidays, and  
445 complete work to fix the deficiencies by the close of the next work day if the  
446 problem does not require significant repair or replacement, or if the problem  
447 can be corrected through routine maintenance. Address any Site-Specific  
448 BMP deficiencies brought up by the State's Third-Party Inspector in the  
449 timeframe above or as specified in the Consent Decree or MS4 NPDES

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Permit, whichever is more stringent. The Consent Decree timeframe requirement applies statewide. The MS4 NPDES Permit only applies to Oahu. In this section, “immediately” means the Contractor shall take all reasonable measures to minimize or prevent discharge of pollutants until a permanent solution is installed and made operational. If a problem is identified at a time in the day in which it is too late to initiate repair, initiation of repair shall begin on the following work day. When installation of a new pollution prevention control or a significant repair is needed, complete installation or repair no later than 7 calendar days from the time of notification/Contractor discovery. Notify the Engineer and document why it is infeasible to complete the installation or repair within 7 calendar days and complete the work as soon as practicable and as agreed to by the Engineer. Address Site-Specific BMP deficiencies discovered by the Contractor within the timeframe above. The Contractor’s failure to satisfactorily address these Site-Specific BMP deficiencies, the Engineer reserves the right to employ outside assistance or use the Engineer’s own labor forces to provide necessary corrective measures. The Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Engineer will make appropriate deductions from the Contractor’s monthly progress estimate. Failure to apply Site-Specific BMP measures may result in one or more of the following: assessment of liquidated damages, suspension, or cancellation of Contract with the Contractor being fully responsible for all additional costs incurred by the State.

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

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

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

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

496 **(E) Discharges Associated with Dewatering Activities.** If dewatering  
497 activities require effluent discharge into State waters or drainage systems, an  
498 NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit  
499 authorizing discharges associated with dewatering from DOH-CWB is  
500 required from the DOH-CWB.  
501

502 Do not begin dewatering activities until the DOH-CWB has issued an  
503 Individual NPDES Permit or Notice of General Permit Coverage (NGPC).  
504 Conduct dewatering operations in accordance with the conditions of the  
505 permit or NGPC.  
506

507 **(F) Solid Waste.** Submit the Solid Waste Disclosure Form for  
508 Construction Sites to the Engineer within 30 calendar days of contract  
509 execution. Provide a copy of all the disposal receipts from the facility  
510 permitted by the Department of Health to receive solid waste to the Engineer  
511 monthly. This should also include documentation from any intermediary  
512 facility where solid waste is handled or processed, or as directed by the  
513 Engineer.  
514

515 **(G) Construction BMP Training.** The Contractor's representative  
516 responsible for development of the Site-Specific BMP Plan and  
517 implementation of Site-Specific BMPs in the field shall attend the State's  
518 Construction Best Management Practices Training. The Contractor shall  
519 keep training logs updated and readily available.  
520

#### 521 **209.04 Measurement.**

522

523 **(A)** Installation, maintenance, monitoring, and removal of BMP will not be  
524 measured for payment.  
525

526 **(B)** The Engineer will only measure additional water pollution, dust and  
527 erosion control required and requested by the Engineer on a force account  
528 basis in accordance with Subsection 109.06 – Force Account Provisions and  
529 Compensation.  
530

531 **209.05 Payment.** The Engineer will not pay for installation, maintenance,  
532 monitoring, and removal of BMP separately and will consider the cost for these items  
533 as included in the contract prices for the various contract pay items. The cost is for  
534 the work prescribed in this section and the contract documents.  
535

536 The Engineer will pay for additional water pollution, dust, and erosion control at the  
537 contract price per pay unit, as shown in the proposal schedule. Payment will be full  
538 compensation for the work prescribed in this section and the contract documents.  
539

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

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**Pay Item**

**Pay Unit**

Additional Water Pollution, Dust, and Erosion Control Force Account

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

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

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

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

566 **Appendix A**

567

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

578



<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Construction debris, green waste, general litter</i></p>	<ul style="list-style-type: none"> <li>• <i>Separate contaminated clean up materials from construction and demolition (C&amp;D) wastes.</i></li> <li>• <i>Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes.</i></li> <li>• <i>Inspect construction waste and recycling areas regularly.</i></li> <li>• <i>Schedule solid waste collection regularly.</i></li> <li>• <i>Schedule recycling activities based on construction/demolition phases.</i></li> <li>• <i>Empty waste containers weekly or when they are two-thirds full, whichever is sooner.</i></li> <li>• <i>Do not allow containers to overflow. Clean up immediately if they do.</i></li> <li>• <i>On work days, clean up and dispose of waste in designated waste containers.</i></li> <li>• <i>See Solid Waste Management Section SM-6 for additional requirements.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> <li>• <i>Collect and dispose of all waste materials in trash dumpsters. Place dumpsters, with secure watertight lids, away from storm water conveyances and drains, in a covered materials storage area.</i></li> <li>• <i>Dispose of construction and non- construction solid waste in accordance with State DOH regs.</i></li> <li>• <i>Load removed non- recyclable vegetation directly onto trucks; cover and transport to a licensed facility</i></li> </ul>	<p><i>See Solid Waste Management Section SM-6. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage</i></p>	<ul style="list-style-type: none"> <li>• <i>Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical.</i></li> <li>• <i>Designate bermed wash area if cleaning on site is necessary.</i></li> <li>• <i>Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks.</i></li> <li>• <i>Provide an ample supply of readily available spill cleanup materials.</i></li> <li>• <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i></li> <li>• <i>Inspect on-site vehicles and equipment regularly and immediately repair leaks.</i></li> <li>• <i>Regularly inspect fueling areas and storage tanks.</i></li> <li>• <i>Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</i></li> <li>• <i>Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</i></li> <li>• <i>Do not remove original product labels and comply with manufacturer's labels for proper disposal.</i></li> <li>• <i>Dispose of containers only after all the product has been used.</i></li> <li>• <i>Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</i></li> <li>• <i>Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</i></li> <li>• <i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Storage and Handling Section SM-2 for additional requirements.</i></li> </ul>	<p><i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Storage and Handling, Section SM-2, and Spill Prevention and Control SM-10.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
Soil erosion from the disturbed areas	<ul style="list-style-type: none"> <li>• Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-1, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-3 ,Level Spreader EC-6, Paving Operations SM-20, Construction Roads and Parking Area Stabilization SC-10, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Construction BMP Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-17).</li> <li>• Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP.</li> <li>• Preserve native topsoil where practicable.</li> <li>• In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth.</li> <li>• For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised.</li> <li>• Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible.</li> <li>• Sediment basins shall be designed and maintained in accordance with HAR Chapter 11-55.</li> <li>• Minimize disturbance on steep slopes (Greater than 15% in grade).</li> <li>• If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades.</li> <li>• For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.</li> </ul>	<p>Soil Stabilization</p> <ol style="list-style-type: none"> <li>1. SM-22 Topsoil Management</li> <li>2. EC-12 Seeding and Planting</li> <li>3. EC-14 Mulching</li> <li>4. EC-11 Geotextiles and Mats</li> </ol> <p>Slope Protection</p> <ol style="list-style-type: none"> <li>1. EC-12 Seeding and Planting</li> <li>2. EC-14 Mulching</li> <li>3. EC-11 Geotextiles and Mats</li> <li>4. EC-4 Slope Roughening, Terracing, and Rounding</li> <li>5. EC-7 Slope Drains and Subsurface Drains</li> <li>6. EC-9 Slope Interceptor or Diversion Ditches/Berms</li> </ol> <p>SC-1 Storm Drain Inlet Protection</p>

<b><i>Pollutant Source</i></b>	<b><i>Appropriate Site-Specific BMP to be Implemented</i></b>	<b><i>BMP Requirements</i></b>
		<p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> <li><i>1. SC-7 Silt Fence or Filter Fabric Fence</i></li> <li><i>2. SC-2 Vegetated Filter Strips and Buffers</i></li> <li><i>3. SC-6 Compost Filter Berm/Sock</i></li> <li><i>4. SC-8 Sandbag Barrier</i></li> <li><i>5. SC-9 Brush or Rock Filter</i></li> </ol> <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> <li><i>1. SC-4 Sediment Trap</i></li> <li><i>2. SC-5 Sediment Basin</i></li> </ol> <p><i>SC-3 Check Dams</i></p> <p><i>EC-6 Level Spreader</i>  <i>SM-20 Paving Operations</i>  <i>SC-10 Construction Roads and Parking Area Stabilization</i></p>

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<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
		<p><i>Controlling Storm Water Flowing onto and Through the Project</i></p> <ol style="list-style-type: none"> <li>1. <i>EC-3 Run-On Diversion</i></li> <li>2. <i>EC-5 Earth Dike, Swales and Ditches</i></li> </ol> <p><i>Post Construction BMPs</i></p> <ol style="list-style-type: none"> <li>1. <i>EC-2 Flared Culvert End Sections</i></li> <li>2. <i>EC-10 Rip-Rap and Gabion Inflow Protection</i></li> <li>3. <i>EC-8 Outlet Protection and Velocity Dissipation Devices</i></li> <li>4. <i>SM-22 Topsoil Management</i></li> </ol> <p><i>Non-Structural BMPs</i></p> <ol style="list-style-type: none"> <li>1. <i>SM-1 Construction BMP Training</i></li> <li>2. <i>SM-14 Scheduling</i></li> <li>3. <i>SM-15 Location of Potential Sources of Sediment</i></li> <li>4. <i>SM-17 Preservation of Existing Vegetation</i></li> </ol>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Sediment from soil stockpiles</i>	<ul style="list-style-type: none"> <li>• <i>Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP.</i></li> <li>• <i>Place bagged materials on pallets and under cover.</i></li> <li>• <i>Provide physical diversion to protect stockpiles from concentrated runoff.</i></li> <li>• <i>Cover stockpiles with plastic or comparable material when practicable.</i></li> <li>• <i>Place silt fence, fiber filtration tubes, or straw wattles around stockpiles.</i></li> <li>• <i>Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water.</i></li> <li>• <i>Unless infeasible, contain and securely protect stockpiles from the wind.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. See Stockpile Management Section SM-3 for additional requirements.</i></li> </ul>	<p><i>See Stockpile Management Section SM-3. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>
<i>Emulsified asphalt or prime/tack coat</i>	<ul style="list-style-type: none"> <li>• <i>Provide training for employees and contractors on proper material delivery and storage practices and procedures.</i></li> <li>• <i>Restrict paving operations during wet weather to prevent paving materials from being discharged.</i></li> <li>• <i>Use asphalt emulsions such as prime coat when possible.</i></li> <li>• <i>Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal.</i></li> <li>• <i>Keep ample supplies of drip pans and absorbent materials on site.</i></li> <li>• <i>Inspect inlet protection devices.</i></li> <li>• <i>See Material Storage and Handling Section SM-2 and Paving Operations Section SM-20 for additional requirements.</i></li> <li>• <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></li> </ul>	<p><i>See Material Storage and Handling Section SM-2, and Stockpile Management Section SM-3, Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Materials associated with painting, such as paint and paint wash solvent</i></p>	<ul style="list-style-type: none"> <li>• <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i></li> <li>• <i>Keep ample supply of cleanup materials on site.</i></li> <li>• <i>Dispose container only after all of the product has been used.</i></li> <li>• <i>Remove as much paint from brushes on painted surface.</i></li> <li>• <i>Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Do not dump liquid wastes into the storm drainage system.</i></li> <li>• <i>Filter and re-use solvents and thinners.</i></li> <li>• <i>Dispose of oil-based paints and residue as a hazardous waste.</i></li> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i></li> <li>• <i>Immediately clean up spills and leaks.</i></li> <li>• <i>Properly store paints, solvents, and epoxy compounds.</i></li> <li>• <i>Properly store and dispose waste materials generated from painting and structure repair and construction activities.</i></li> <li>• <i>Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.</i></li> <li>• <i>Do not apply traffic paint or thermoplastic if rain is forecasted.</i></li> <li>• <i>See Material Storage and Handling Use SM-2, Hazardous Materials and Waste Management Section SM-9, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21 for additional requirements.</i></li> </ul> <p><i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i></p>	<p><i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, Hazardous Materials and Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<p><i>Industrial chemicals, fertilizers, and/or pesticides</i></p>	<ul style="list-style-type: none"> <li>• <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i></li> <li>• <i>Keep ample supply of cleanup materials on site.</i></li> <li>• <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.</i></li> <li>• <i>Dispose container only after all of the product has been used.</i></li> <li>• <i>Retain a complete set of safety data sheets (formerly MSDS) on site.</i></li> <li>• <i>Store industrial chemicals in water-tight containers and provide either cover or secondary containment.</i></li> <li>• <i>Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.</i></li> <li>• <i>Restrict amount of pesticide prepared to quantity necessary for the current application.</i></li> <li>• <i>Do not apply fertilizers or pesticides during or just before a rain event.</i></li> <li>• <i>Do not apply to stormwater conveyance channels with flowing water.</i></li> <li>• <i>Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.</i></li> <li>• <i>Apply fertilizers at the appropriate time of year for the location, and preferably timed to coincide as closely as possible to the period of maximum vegetation uptake and growth.</i></li> <li>• <i>Follow federal, state, and local laws regarding fertilizer application.</i></li> <li>• <i>Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris.</i></li> </ul>	<p><i>See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, and Hazardous Materials and Waste Management Section SM-9, and Spill Prevention and Control SM-10</i></p>



<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<ul style="list-style-type: none"> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i></li> <li>• <i>See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i></li> </ul>	
<p><i>Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)</i></p>	<ul style="list-style-type: none"> <li>• <i>Do not dispose of toxic materials in dumpsters allocated for construction debris.</i></li> <li>• <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i></li> <li>• <i>Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i></li> <li>• <i>Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.</i></li> <li>• <i>Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.</i></li> <li>• <i>All containers stored outside shall be kept away from surface waters and within appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.</i></li> <li>• <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i></li> <li>• <i>Do not clean surfaces or spills by hosing the area down.</i></li> <li>• <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i></li> </ul>	<p><i>See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12</i></p>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
	<ul style="list-style-type: none"> <li>• Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.</li> <li>• See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements.</li> </ul>	
<i>Metals and Building Materials</i>	<ul style="list-style-type: none"> <li>• Inspect construction waste and recycling areas regularly.</li> <li>• Schedule solid waste collection regularly.</li> <li>• If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.</li> <li>• Minimize the amount of material stored on site.</li> <li>• Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</li> <li>• See Solid Waste Management Section SM-6 for additional requirements.</li> </ul>	See Solid Waste Management Section SM-6
<i>Contaminated Soil</i>	<ul style="list-style-type: none"> <li>• See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9 for additional requirements.</li> <li>• At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</li> </ul>	See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Fugitive Dust Control and Dust Control Water</i>	<ul style="list-style-type: none"> <li>• <i>Do not over spray water for dust control purposes which will result in runoff from the area.</i></li> <li>• <i>Apply water as conditions require.</i></li> <li>• <i>Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.</i></li> <li>• <i>Minimize exposed areas through the schedule of construction activities.</i></li> <li>• <i>Utilize vegetation, mulching, sprinkling, and stone/gravel layering to quickly stabilize exposed soil.</i></li> <li>• <i>Direct construction vehicle traffic to stabilized roadways.</i></li> <li>• <i>Cover dump trucks hauling material from the site with a tarpaulin.</i></li> </ul> <p><i>See Dust Control Section SM-19 for additional requirements.</i></p>	<i>See Dust Control Section SM-19</i>
<i>Concrete Truck Wash Water</i>	<ul style="list-style-type: none"> <li>• <i>Disposal of concrete truck wash water via percolation is prohibited.</i></li> <li>• <i>Wash concrete-coated vehicles or equipment off-site or in the designated wash area.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.</i></li> <li>• <i>Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.</i></li> <li>• <i>The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.</i></li> <li>• <i>Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.</i></li> <li>• <i>Do not dump liquid wastes into storm drainage system.</i></li> <li>• <i>Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.</i></li> <li>• <i>See Waste Management, Concrete Wash and Waste Management Section SM-4 for additional requirements.</i></li> </ul>	<i>See Waste Management, Concrete Wash and Waste Management Section SM-4</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Sediment Track-Out</i>	<ul style="list-style-type: none"> <li>• <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i></li> <li>• <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i></li> <li>• <i>The pavement shall not be cleaned by washing down the street.</i></li> <li>• <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i></li> <li>• <i>Use BMPs for adjacent drainage structures.</i></li> <li>• <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i></li> <li>• <i>Restrict vehicle use to properly designated exit points.</i></li> <li>• <i>Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.</i></li> </ul> <p><i>See Stabilized Construction Entrance/Exit Section SC-11 for additional requirements.</i></p>	<i>See Stabilized Construction Entrance/Exit Section SC-11</i>
<i>Irrigation Water</i>	<ul style="list-style-type: none"> <li>• <i>Consider irrigation requirements.</i></li> <li>• <i>Where possible, avoid species which require irrigation.</i></li> <li>• <i>Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i></li> </ul> <p><i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation included in SWPPP Attachment A for additional requirements.</i></p>	<i>See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation</i>
<i>Hydrotesting Effluent</i>	<ul style="list-style-type: none"> <li>• <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i></li> </ul>	<i>Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Dewatering Effluent</i>	<i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-18 for additional requirements.</i>	<i>See Dewatering Operations SM-18. Site specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i>
<i>Saw-cutting Slurry</i>	<ul style="list-style-type: none"> <li>• <i>Saw cut slurry shall be removed from the site by vacuuming.</i></li> <li>• <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements.</i></li> </ul> <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i>	<i>See Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, Perimeter sediment controls where applicable</i>
<i>Concrete Curing Water</i>	<ul style="list-style-type: none"> <li>• <i>Avoid overspraying of curing compounds.</i></li> <li>• <i>Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.</i></li> </ul> <i>See California Stormwater BMP Handbook NS-12 Concrete Curing included in SWPPP Attachment A for additional requirements.</i>	<i>See California Stormwater BMP Handbook NS-12 Concrete Curing</i>

<b>Pollutant Source</b>	<b>Appropriate Site-Specific BMP to be Implemented</b>	<b>BMP Requirements</b>
<i>Plaster Waste Water</i>	<ul style="list-style-type: none"> <li>• <i>Direct all wastewater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i></li> <li>• <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></li> <li>• <i>Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of.</i></li> <li>• <i>Plaster waste water shall not be allowed to flow into drainage structures or State waters. See Material, Storage and Handling Use SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.</i></li> </ul>	<i>See Material, Storage and Handling Use Section SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9</i>
<i>Water-Jet Wash Water</i>	<ul style="list-style-type: none"> <li>• <i>For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.</i></li> <li>• <i>See Vehicle and Equipment Cleaning Section SM-11 for additional information.</i></li> <li>• <i>For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.</i></li> </ul>	<i>See Vehicle and Equipment Cleaning Section SM-11</i>
<i>Sanitary/Septic Waste</i>	<ul style="list-style-type: none"> <li>• <i>Locate Sanitary facilities in a convenient place away from drainage facilities.</i></li> <li>• <i>Position sanitary facilities so they are secure and will not be tipped over or knocked down.</i></li> <li>• <i>Wastewater shall not be discharged to the ground or buried.</i></li> <li>• <i>A licensed service provider shall maintain sanitary/septic facilities in good working order.</i></li> <li>• <i>Schedule regular waste collection by a licensed transporter.</i></li> <li>• <i>See Sanitary Waste Section SM-7 for additional requirements.</i></li> </ul>	<i>See Sanitary Waste Section SM-7.</i>

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**END OF SECTION 209**

**STP-0300(189)  
209-28a**

**5/17/2022**



47 (IV) Amend **Section 623.04 - Measurement** by replacing lines 578 to 579 to  
48 read:

49  
50 **“623.04 Measurement.**

51  
52 (A) The Engineer will measure intersection detection per each  
53 intersection in accordance with the contract documents.

54  
55 (B) The Engineer will measure mid-block magnetometer detection per  
56 each intersection in accordance with the contract documents.

57  
58 (C) The Engineer will measure additional signal work and equipment, if  
59 ordered by the Engineer, on a force account basis, in accordance with  
60 Subsection 109.6 – Force Account Provisions and Compensation.”

61  
62 (V) Amend **Section 623.05 – Payment** by replacing lines 581 to 594 to read:

63  
64 **“623.05 Payment.**

65  
66 The Engineer will pay for the intersection detection at the contract unit  
67 price per each intersection complete in place. The price includes full  
68 compensation for submitting the equipment list, installation plans and as-built  
69 drawings; furnishing and installing the intersection detection system; mounting  
70 detection sensors; traffic control; wiring; bonding and grounding; testing;  
71 providing turn-on service; submitting warranty; and furnishing equipment, tools,  
72 labor, materials; and other incidentals necessary to complete the work.

73  
74 The Engineer will pay for the mid-block magnetometer detection at the  
75 contract unit price per each intersection complete in place. The price includes  
76 full compensation for submitting the equipment list the equipment list, installation  
77 plans and as-built drawings; furnishing and installing the magnetometer detection  
78 system; mounting access points, repeaters, and radio units; traffic control;  
79 pavement coring and epoxy; wiring; bonding and grounding; testing; providing  
80 turn-on service; submitting warranty; and furnishing equipment, tools, labor,  
81 materials; and other incidentals necessary to complete the work.

82  
83 The Engineer will consider full compensation for additional materials and  
84 labor not shown in the contract that are necessary to complete the installation of  
85 the various systems incidental to the various contract items. The Engineer will  
86 not allow additional compensation.

87  
88 The Engineer will pay for additional signal work and equipment according  
89 to Subsection 109.06 – Force Account Provisions and Compensation. An  
90 estimate amount for the force account is allocated in the proposal schedule  
91 under additional signal work and equipment. The actual amount to be paid will  
92 be the sum shown on the accepted force account records whether this sum be  
93 more or less than the estimated amount allocated in the proposal schedule.



94

95 The Engineer will pay for the following pay items when included in the  
96 proposal schedule:

97

98

**Pay Item**

**Pay Unit**

99

100 Intersection Detection (4-Way) Each

101

102 Intersection Detection (3-Way) Each

103

104 Intersection Detection (2-Way) Each

105

106 Mid-Block Magnetometer Detection Each

107

108 Additional Signal Work and Equipment Force Account"

109

110

111

**END OF SECTION 623**

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 specifies requirements for performing the Project in  
7 a “paperless” manner, using electronic tools for all submittals, communications, quantity  
8 tracking, testing, and sampling, scheduling, quality control, and performance monitoring.  
9

10 **636.02 General Requirements.** The Contractor shall implement the use of the E-  
11 Construction platform, as provided by the HDOT and directed by the Engineer, for use  
12 throughout the project. Paper-based or hard copy submittals will not be accepted.  
13

14 This Special Provision shall take precedence over all other Specification sections  
15 with respect to providing and receiving paper copy communications, submittals, and any  
16 project records. Where conflicts exist, and a decision between a hard-copy item and a  
17 corresponding electronic version is needed, the electronic version shall be selected,  
18 unless otherwise directed by the Engineer.  
19

20 **636.03 Construction**  
21

22 **(A) Plans and Specifications.** Project drawings will not be provided to the  
23 Contractor in hard copy format. An electronic version will be provided in the E-  
24 Construction platform for use during the project.  
25

26 The Contractor shall note all changes to the work, including all  
27 subcontractor’s work, in electronic format using the E-Construction platform Red  
28 annotations shall be used to note changes. Blue annotations shall be used for any  
29 additional notes that will be helpful for the State in interpreting the field posted  
30 drawings. Other drafting standards may be implemented by the Engineer and shall  
31 be adhered to by the Contractor. Changes shall be input by the Contractor and  
32 reviewed by the Engineer monthly. The Contractor shall make any changes that  
33 the Engineer requires.  
34

35 **(B) Submittals.** The Contractor shall provide all required submittals, as listed  
36 within the contract documents, via the E-Construction platform.—All review,  
37 approval, and resubmittal regarding submittals shall also be documented within  
38 the E-Construction platform  
39

40 **(C) Correspondence.** Electronic mail (email) shall be the preferred method of  
41 electronic communication. All communications that affect project scope, schedule,  
42 cost, or quality, including changes and requests for information, shall be submitted  
43 as directed by the Engineer.  
44

45 **(D) Prosecution and Progress.** The Contractor shall provide all  
46 administrative, management, and project support documents required by various  
47 specification sections, using the E-Construction platform. These elements include,  
48 but are not limited to:

- 49 (1) Preconstruction Submittals (Section 108.03)
- 50 (2) Correspondence regarding Contract Time and Delays (Section  
51 108.05)
- 52 (3) Progress Schedules (Section 108.06)
- 53 (4) Weekly Meeting preparatory materials (Section 108.07)
- 54 (5) Samples, certifications, material data, installation instructions, and  
55 shop drawings (Sections 105 and 106)
- 56 (6) Field-posted Drawings (Section 648)
- 57 (7) Pre-Final Inspection submittals (Section 108.13)
- 58 (8) Warranty documentation (Section 108.17)
- 59 (9) Project Closing Documents (Section 108.19)
- 60
- 61

62 In addition to the foregoing, the Contractor shall provide any other  
63 materials, correspondence, and submittals using the E-Construction  
64 platform as directed by the Engineer.  
65

66 **(E) Resources.** The Contractor shall provide a comprehensive list of  
67 Contractor labor and equipment, including all subcontractor labor and equipment,  
68 that will be deployed on the project, using spreadsheet-based templates provided  
69 in the E-Construction platform. All template fields shall be completed. The  
70 submitted information shall comply with the requirements of Specification Section  
71 108 – Prosecution and Progress (identification of labor and equipment resources)  
72 and Specification Section 109 - Measurement and Payment (cost data) and  
73 represent all individual personnel with labor categories and rates, and all  
74 equipment owned or rented, with associated rates, on this project. Updates for  
75 additional personnel or equipment shall be accomplished by the Contractor at will  
76 and shall be completed when directed by the Engineer.  
77

78 **636.04 Measurement.** The Engineer will measure additional E-Construction  
79 programs, additional licenses, or additional equipment, if ordered by the Engineer, on a  
80 force account basis in accordance with Subsection 109.06 – Force Account Provisions  
81 and Compensation.

82  
83 **636.05 Payment.** The Engineer will pay for the additional E-Construction programs,  
84 additional licenses, or additional equipment, on a force account basis in accordance with  
85 Subsection 109.06 – Force Account Provisions and Compensation.

86  
87 The Engineer may withhold progress payment until the Contractor is in compliance  
88 with all E-Construction requirements.

89  
90

<b>Pay Item</b>	<b>Pay Unit</b>
Additional E-Construction Programs, Additional Licenses, or Additional Equipment	Force Account

95  
96 An estimated amount for force account may be allocated in the proposal schedule  
97 under “Additional E-Construction Programs, Additional Licenses, or Additional  
98 Equipment.” The actual amount to be paid will be the sum shown on accepted force  
99 account records.

100  
101  
102  
103  
104

**END SECTION 636**

**SECTION 645 – WORK ZONE TRAFFIC CONTROL**

Make the following amendment to said Section:

**(I) Amend Section 645.03 – Construction** by revising lines 248 to lines 252 to read as follows:

**“(F) Lane Closures.** Lane closures will be allowed only from 9:00 a.m. to 3:00 p.m., Monday through Friday. Contractor may close one through lane (unless otherwise noted in the table below), temporarily restrict turns and utilize turn pockets, and utilize striped medians and shoulders as needed. When turns are restricted, provide detour plans. Closures shall not interfere with daily contraflow operations on DOT roadways.

For installation of ATCS equipment requiring lane closures, special lane closure hours and restrictions in the table below are to be observed for select HDOT roadways:

<u>HDOT Roadway</u>	<u>Lane Closure Hours</u>
Farrington Highway – Leeward Coast	*9:00am – 2:00pm
Farrington Highway – Waipahu	9:00am – 3:00pm (EB) 9:00am – 2:30pm (WB)
Fort Weaver Road – Ewa Vicinity	9:30am – 3:00pm (NB) 9:00am – 3:00pm (SB)
Iroquois Road – Ewa Vicinity	*9:00am – 3:00pm
Wilikina Drive – Wahiawa Vicinity	*9:00am – 3:00pm
Kamehameha Highway – Waipio Vicinity	11:00am – 3:00pm (SB) 9:00am – 1:00pm (NB)
Radford Drive – Bougainville Drive Vicinity	*9:00am – 3:00pm
Kahekili Highway – Ahuimanu Vicinity	*9:00am – 3:00pm
Kahekili Highway – Kaneohe Vicinity	9:30am – 3:00pm (SB) 9:00am – 3:00pm (NB)
Kamehameha Highway – Kaneohe Vicinity	9:00am – 1:00pm (NB) 9:00am – 3:00pm (SB)
Kamehameha Highway – Near Castle Junction	*9:00am – 3:00pm
Pali Highway – Near Castle Junction	*9:00am – 3:00pm
Kalaniana'ole Highway – Near Castle Junction	*9:00am – 3:00pm
Kalaniana'ole Highway – East Honolulu	9:30am – 3:00pm (WB) 10:30am – 2:00pm (EB)
*indicates no through lanes may be closed on this roadway for longer than 20 minutes. However for intersections with no left turn pockets, one through lane	

may be closed during 9:00am – 12:00pm.

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Exceptions to lane closure hours specified require written acceptance by the Engineer. No increase in contract price or contract time will be given for lane closure restrictions specified.”

**(II) Amend Section 645.04 - Measurement** by replacing lines 398 to 400 to read:

“(A) Traffic control as specified in Subsection 645.03 – Construction will not be measured for payment.”

**(III) Amend Section 645.05 – Payment** by it in its entirety to read:

**“645.05 Payment.** The Engineer will not pay for traffic control separately and will consider the cost for traffic control as included in the contract prices for the various contract pay items. The cost is for the work prescribed in this section and the contract documents.

The Engineer will pay for additional traffic control devices, and advertisement at the contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Additional Police Officers, Additional Traffic Control Devices, And Advertisement	Force Account

An estimated amount for the force account may be allocated in the proposal schedule under “Additional Police Officers and Additional Traffic Control Devices”, but the actual amount to be paid will be the sum shown on the accepted force account records, whether this sum be more or less than the estimated amount allocated in the proposal schedule.

The Engineer will not pay for request submittals. The Engineer will not consider claims for additional compensation of late submittals or requests by Contractor.”

**END OF SECTION 645**







- 47 (b) Adjustable visor to shield the faceplate from the sun  
48 and extraneous light sources  
49  
50 (c) Integral aiming sight  
51  
52 (3) Power  
53  
54 (a) No supplemental surge suppression shall be required  
55 outside the cabinet  
56  
57 (b) Power cable for IDU shall be shielded  
58  
59 **(B) Accessory Cabinet Components.** All required accessory  
60 components, including communication interface panels and input/output  
61 cards shall be provided to supply a fully functional system.  
62  
63 **(C) Management Software.** The intersection detection system shall  
64 include management software for configuration, monitoring, and data  
65 collection. The management software shall comply with the following  
66 requirements:  
67  
68 (1) Windows-based application  
69  
70 (2) Allow the control of the camera zoom while viewing a live  
71 video stream  
72  
73 (3) Allow the calibration of distances in the field of view  
74  
75 (4) Provide multiple available configurations that automatically  
76 change per day of the week and/or time of day  
77  
78 (5) Provide ability to retrieve all configuration parameters from  
79 video sensors and accessory cabinet components  
80  
81 (a) Provide ability to save all the setting for a video  
82 sensor and accessory cabinet components to a local laptop  
83  
84 (b) Provide a means to read or import settings from a  
85 previously saved configuration file for a video sensor or  
86 accessory cabinet component  
87  
88 (6) Provide a means to download and upload software and  
89 firmware updates  
90  
91 (7) Allow operation monitoring using the IDU video sensors at  
92 an intersection with live video.  
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- (8)** Detection zones
  - (a)** Allow the creation of detection zones
  - (b)** Overlay an outline of each detection zone over the background image
  - (c)** Detection zones shall be allowed anywhere in the field of view for stop line detection and/or advance detection
  - (d)** Simple means to identify “on” and “off” states of the overlay for individual detection zones
  - (e)** Allow the relocation and/or revision of the size and shape of any previously created zone
  - (f)** Allow unique user-defined names for each zone
  - (g)** Allow assignment of each zone to detect vehicles, bicycles, or pedestrians
  - (h)** Allow output setting of each zone as presence, pulse, snappy (presence during red and pulse during green signal phase state) or speed threshold type
  - (i)** Each zone shall be able to have multiple output types on separate output channels
  - (j)** All output types shall be usable for both approaching and receding traffic
  - (k)** The speed threshold output shall be user programmable to output when the speed of a vehicle, or of the average of a specified number of vehicles is greater than, less than, between, or outside of a user specified speed threshold.
  - (l)** Presence outputs of multiple zone, including pedestrian detection zones as well as signal phase state, shall be able to be tied together with AND/OR Boolean logic.
  - (m)** Extensions or delays to each zone shall be possible in 0.1 second intervals
  - (n)** Delay on Red or Extend on Green shall be possible in 0.1 second intervals

- 141 (o) Zone sensitivity threshold shall be adjustable  
142  
143 (p) Failsafe sensitivity threshold shall be adjustable  
144  
145 (q) A single output may be assigned to multiple zones  
146 such that the output will be on if any of the zone detect a  
147 vehicle, pedestrian, or bicycle, as assigned to those zones.  
148  
149 (r) A single zone may be assigned to multiple outputs to  
150 accommodate multiple output types (i.e., vehicle, bicycle, or  
151 pedestrian).  
152  
153 (s) Minimum of 99 detection zones available per IDU  
154  
155 (9) Pedestrian Detection Zones  
156  
157 (a) Allow placement of pedestrian detection zones in the  
158 crosswalk  
159  
160 (b) Allow placement of multiple pedestrian detection  
161 zones in the same crosswalk with different rules and outputs  
162  
163 (c) Allow programming of pedestrian detection zones to  
164 detect left to right, right to left, or bi-directional movement  
165  
166 (d) User-defined delay of pedestrian detection zones by  
167 0.1 second intervals  
168  
169 (e) Allow placement of pedestrian detection zones in the  
170 waiting to cross area  
171  
172 (f) Provide multiple configurations that automatically  
173 change per day of the week and/or time of day  
174  
175 (10) Failsafe Mode  
176  
177 (a) Provide three (3) failsafe options during optical  
178 contrast loss, including:  
179  
180 (i) Maximum recall (default)  
181  
182 (ii) Minimum recall  
183  
184 (iii) Fixed recall, with user-defined time (seconds)  
185 implemented to hold call during green  
186

187 (b) Video sensor shall continuously monitor the overall  
188 contrast in the video. If the overall contrast falls below a  
189 preset level, the sensor shall enable the chosen failsafe  
190 mode. When sufficient contrast is restored, the video sensor  
191 shall exit failsafe mode.

192  
193 (c) Contrast sensitivity shall be user-adjustable

194  
195 (d) Intersection detection system shall continuously  
196 monitor the connected video sensors. Should any video  
197 sensor go offline, the video detection system shall enable  
198 the failsafe mode for that video sensor. When the video  
199 sensor comes back online, the failsafe mode shall end.

200  
201 (11) Data Collection

202  
203 (a) The intersection detection system shall automatically  
204 collect and store traffic flow data in non-volatile memory  
205 (8GB minimum) for later retrieval and analysis. No  
206 additional hardware or software shall be necessary. Data  
207 functionality shall include the following:

- 208  
209 (i) Vehicle counts per detection zone  
210  
211 (ii) Vehicle turning movements independent of  
212 zone  
213  
214 (iii) Vehicle average speeds  
215  
216 (iv) Vehicle lengths  
217  
218 (v) Detection statistics with the on-off timestamps  
219 when zones were activated  
220  
221 (vi) Detection actuation statistics for whether a  
222 zone was triggered by a vehicle or a bicycle

223  
224 (b) The management software shall be able to retrieve  
225 collected data over a user-defined period of time for all  
226 currently stored data and save into a standard CSV file

227  
228 (c) Stored data shall be available to remote systems via  
229 remote communication to the video detection system using  
230 an Applications Programming Interface (API).

231  
232 (12) Operations Log

233

234 (a) The intersection detection system shall maintain a  
235 time-stamped operations log of routine and special events in  
236 non-volatile memory for later retrieval and analysis.

237  
238 (13) Time Synchronization. The intersection detection system  
239 and management software shall provide three methods to  
240 synchronize the time-of-day clocks in the sensors and accessory  
241 cabinet components, as follows:

242  
243 (a) Manual time synchronization  
244  
245 (b) Configuration settings to allow the intersection  
246 detection system to automatically obtain time and broadcast  
247 to the sensors from:

248  
249 (i) NEMA TS2 protocol on the SDLC channel  
250  
251 (ii) Network Time Protocol (NTP) sources  
252

253 (14) Video Streaming

254  
255 (a) Video bitrate shall be configurable between 100Kbps  
256 and 5Mbps. All video shall provide 30 fps.

257  
258 (b) While maintaining detection performance, the live  
259 video feeds from each IDU video sensor shall be easily  
260 integrated with the agency's video distribution system(s)  
261 (VDS) for traffic monitoring purposes. The IDU's will have  
262 the ability to simultaneously support use of the IDU video for  
263 both intersection detection and video distribution. At a  
264 minimum, the live videos shall have a resolution of 720p  
265 (1280\*720 pixels), H.264 video compression, and 30 fps.”

266  
267 (III) Add **Subsection 770.13 Mid-Block Magnetometer Detection:**

268  
269 **“770.13 Mid-Block Magenetometer Detection.** Mid-block magnetometer  
270 detection systems for computerized traffic signal systems shall detect the  
271 presence and movement of vehicles in the instrumented travel lanes to support  
272 ATCS cycle change functionality. The mid-block magnetometer detection system  
273 shall use magnetometer sensors.

274  
275 (A) Magnetometer Sensors shall comply with the following minimum  
276 requirements:

277  
278 (1) Placed in cored holes 3” deep in the roadway pavement and  
279 covered with epoxy flush with the roadway surface  
280

- 281 (2) Detect vehicles as they come within range through changes  
282 in the measured magnetic field  
283  
284 (3) Available modes for bicycle and motorcycle detection  
285  
286 (4) Self-contained with no external wiring or power source  
287  
288 (5) Firmware upgrades provided over-the-air  
289  
290 (6) Minimum 10-year battery life  
291  
292 (B) Accessory components include access points, repeaters, radio  
293 units, and cabinet equipment that are necessary for a fully functioning mid-  
294 block detection system. Components deployed immediately near  
295 magnetometers (away from the intersection) shall be mounted on HDOT  
296 street light poles, operate on battery or solar power, and communicate  
297 wirelessly with components installed on traffic signal standards at the  
298 intersection.  
299  
300 (C) **Management Software.** The mid block magnetometer detection  
301 system shall include management software for configuration, monitoring,  
302 and data collection. The management software shall comply with the  
303 following requirements:  
304  
305 (1) Windows-based application  
306  
307 (2) Provide ability to retrieve all configuration parameters from  
308 sensors and accessory cabinet components  
309  
310 (3) Provide a means to download and upload software and  
311 firmware updates  
312  
313 (4) Detection zones  
314  
315 (a) Allow the creation of detection zones  
316  
317 (b) Allow unique user-defined names for each zone  
318  
319 (5) Automatically collect and store traffic flow data for later  
320 retrieval and analysis”  
321  
322  
323  
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**END OF SECTION 770**

**APPENDIX K: HDOT OAHU TRAFFIC SIGNAL INVENTORY**

TRAFFIC SIGNAL IDENTIFICATION						RAMP / STREET NAME		CROSSING STREET NAME		ATCS DETECTION ADDED				ATCS SIGNAL GROUP
Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
1A	Route_61_0.13	61	0.13	-157.85487724	21.31421835	Pali Highway	Pali Highway	H-1 EB Exit 21A	N/A					
1B	Route_61_0.17	61	0.17	-157.85438848	21.31466558	Pali Highway	Pali Highway	School Street	School Street					
2	Route_61_1.55	61	1.55	-157.84386023	21.33077711	Pali Highway	Pali Highway	Jack Lane	Akamu Place					
3	Route_61_1.82	61	1.82	-157.84133101	21.33394674	Pali Highway	Pali Highway	Ahi Place	Laimi Road					
4	Route_61_2.11	61	2.11	-157.83840133	21.33687412	Pali Highway	Pali Highway	Country Club Road	Puiwa Road					
5	Route_61_2.64	61	2.64	-157.83259417	21.34246639	Pali Highway	Pali Highway	Waokanaka Street	Nuuanu Pali Drive					
6	Route_61_7.68	61	7.68	-157.78081295	21.37490058	Pali Highway	Kalaniana'ole Highway	Kamehameha Highway	Auloa Road	●			2 (4)	Castle Junction Signal
7	Route_61_8.72	61	8.72	-157.76690425	21.37726807	Kalaniana'ole Highway	Kalaniana'ole Highway	Kapaa Quarry Road	N/A		●		2 (4)	Castle Hospital Signal Group
8	Route_61_8.94	61	8.94	-157.76344342	21.37697212	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	Auloa Road		●		2 (4)	Castle Hospital Signal Group
9	Route_61_9.51	61	9.51	-157.75619075	21.38066411	Kalaniana'ole Highway	Kailua Road	Ulukahiki Street	Kalaniana'ole Highway	●			1 (2)	Castle Hospital Signal Group
10	Route_63_0.33	63	0.33	-157.87857484	21.32786020	Kalihi Street	Kalihi Street	Kaunaulii Street	Kaunaulii Street					
11	Route_63_0.74	63	0.74	-157.87408666	21.33207461	Kalihi Street	Kalihi Street	Beckley Street	N/A					
12	Route_63_1.15	63	1.15	-157.86966523	21.33629279	Kalihi Street	Likelike Highway	School Street	School Street					
13	Route_63_1.43	63	1.43	-157.86786235	21.33988856	Likelike Highway	Likelike Highway	N/A	Kalihi Street					
14	Route_63_1.77	63	1.77	-157.86756540	21.34485803	Likelike Highway	Likelike Highway	Kono Street	Wilson Street					
15	Route_63_1.94	63	1.94	-157.86632011	21.34693899	Likelike Highway	Likelike Highway	Kamehameha IV Road Exit Road	N/A					
16	Route_63_2.14	63	2.14	-157.86377550	21.34861075	Likelike Highway	Likelike Highway	Kalihi Valley Homes	Alu Street					
17	Route_63_2.33	63	2.33	-157.86157028	21.35042402	Likelike Highway	Likelike Highway	Kula Kolea Drive	Nalanieha Street					
18	Route_64_1.11	64	1.11	-157.88593244	21.30943016	Sand Island Parkway	Sand Island Parkway	Pier 51A	Matson Road A					
19	Route_64_1.34	64	1.34	-157.88710254	21.31272424	Sand Island Parkway	Sand Island Parkway	N/A	Truck U-Turn Traffic Signal					
20	Route_64_1.85	64	1.85	-157.89054529	21.31941040	Sand Island Access Road	Sand Island Access Road	Road No. 2	Road No. 2					
21	Route_64_2.12	64	2.12	-157.89131282	21.32301573	Sand Island Access Road	Sand Island Access Road	Pahounui Drive	Auiki Street					
22	Route_65_0.11	65	0.11	-157.79783500	21.40316681	Kaneohe Bay Drive	Kaneohe Bay Drive	Makalani Street	Aumoku Street	●				Kaneohe ATCS Area (1 of 2)
23	Route_65_0.39	65	0.39	-157.79407476	21.40515635	Kaneohe Bay Drive	Kaneohe Bay Drive	Puohala Street	N/A		●			Kaneohe ATCS Area (1 of 2)
24	Route_65_0.73	65	0.73	-157.78899487	21.40573516	Kaneohe Bay Drive	Kaneohe Bay Drive	Entrance to Bay View Golf Course	Mokulele Drive	●				Kaneohe ATCS Area (1 of 2)
25	Route_65_1.99	65	1.99	-157.77182984	21.41019542	Kaneohe Bay Drive	Mokapu Saddle Road	Kaneohe Bay Drive	Kaneohe Bay Drive					

\* Midblock legend: X (Y) where X equals number of approaches and Y equals total number of detection lanes



TRAFFIC SIGNAL IDENTIFICATION						RAMP / STREET NAME		CROSSING STREET NAME		ATCS DETECTION ADDED				ATCS SIGNAL GROUP
Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
26	Route_65_2.43	65	2.43	-157.76617611	21.40664006	Mokapu Saddle Road	Mokapu Saddle Road	N/A	H-3 WB on-ramp					
27	Route_65_2.96	65	2.96	-157.75823406	21.40679473	Mokapu Boulevard	Mokapu Boulevard	Iliaina Street	Kapaa Quarry Road					
28	Route_65_3.24	65	3.24	-157.75500417	21.40955558	Mokapu Boulevard	Mokapu Boulevard	Ilipilo Street	Oneawa Street					
29	Route_72_1.38	72	1.38	-157.74011981	21.36780227	Kalaniana'ole Highway	Kalaniana'ole Highway	Keolu Drive	N/A					
30	Route_72_3.34	72	3.34	-157.72142546	21.34785531	Kalaniana'ole Highway	Kalaniana'ole Highway	Entrance to Shopping Center	Poalima Street					
31	Route_72_3.69	72	3.69	-157.71598960	21.34705646	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	Waimanalo Elem Sch Pedestrian Crossing					
32	Route_72_10.07	72	10.07	-157.66514756	21.29059450	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	Kealahou Street					
33	Route_72_13.25	72	13.25	-157.70485537	21.27604384	Kalaniana'ole Highway	Kalaniana'ole Highway	Lunalilo Home Road	Lunalilo Home Road					
34	Route_72_14.08	72	14.08	-157.71524175	21.28310429	Kalaniana'ole Highway	Kalaniana'ole Highway	East Entrance to Maunaloa Bay Beach Park	Keahole Street	●			2 (4)	Kalaniana'ole Hwy Corridor
35	Route_72_14.27	72	14.27	-157.71749763	21.28465190	Kalaniana'ole Highway	Kalaniana'ole Highway	West Entrance to Maunaloa Bay Beach Park	Hawaii Kai Drive	●			2 (6)	Kalaniana'ole Hwy Corridor
36	Route_72_14.42	72	14.42	-157.71954446	21.28586743	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	Kawaihae Street		●		2 (6)	Kalaniana'ole Hwy Corridor
37	Route_72_14.66	72	14.66	-157.72311074	21.28604843	Kalaniana'ole Highway	Kalaniana'ole Highway	Kuliouou Road	Kuliouou Road	●			2 (6)	Kalaniana'ole Hwy Corridor
38	Route_72_14.8	72	14.80	-157.72518414	21.28553010	Kalaniana'ole Highway	Kalaniana'ole Highway	Paeoki Drive	N/A			●	2 (6)	Kalaniana'ole Hwy Corridor
39	Route_72_15.19	72	15.19	-157.73063404	21.28288950	Kalaniana'ole Highway	Kalaniana'ole Highway	Paiko Drive	N/A		●		2 (6)	Kalaniana'ole Hwy Corridor
40	Route_72_15.46	72	15.46	-157.73462474	21.28206600	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	East Halemaumau Street		●		1 (3)	Kalaniana'ole Hwy Corridor
41	Route_72_15.52	72	15.52	-157.73555083	21.28181408	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	Niu Valley Shopping Center			●		Kalaniana'ole Hwy Corridor
42	Route_72_15.56	72	15.56	-157.73617780	21.28164340	Kalaniana'ole Highway	Kalaniana'ole Highway	Niuiki Circle	N/A		●		1 (3)	Kalaniana'ole Hwy Corridor
43	Route_72_15.77	72	15.77	-157.73932205	21.28082206	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	West Halemaumau Street		●		2 (6)	Kalaniana'ole Hwy Corridor
44	Route_72_16.11	72	16.11	-157.74433884	21.28003450	Kalaniana'ole Highway	Kalaniana'ole Highway	Puuikena Drive	Puuikena Drive	●			2 (6)	Kalaniana'ole Hwy Corridor
45	Route_72_16.45	72	16.45	-157.74952935	21.27871812	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	East Hind Drive		●		2 (6)	Kalaniana'ole Hwy Corridor
46	Route_72_16.59	72	16.59	-157.75165841	21.27832409	Kalaniana'ole Highway	Kalaniana'ole Highway	Grace Chapel Driveway	Nenu Street	●			2 (6)	Kalaniana'ole Hwy Corridor
47	Route_72_16.82	72	16.82	-157.75516045	21.27783932	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	West Hind Drive		●		2 (6)	Kalaniana'ole Hwy Corridor
48	Route_72_16.97	72	16.97	-157.75741548	21.27728510	Kalaniana'ole Highway	Kalaniana'ole Highway	Wailupe Circle	N/A		●		2 (6)	Kalaniana'ole Hwy Corridor
49	Route_72_17.38	72	17.38	-157.76365381	21.27626885	Kalaniana'ole Highway	Kalaniana'ole Highway	N/A	Waa Street		●		2 (6)	Kalaniana'ole Hwy Corridor
50	Route_72_17.62	72	17.62	-157.76738326	21.27612708	Kalaniana'ole Highway	Kalaniana'ole Highway	Kaimoku Place	Analii Street	●			1 (3)	Kalaniana'ole Hwy Corridor
51	Route_72_17.93	72	17.93	-157.77214167	21.27699413	Kalaniana'ole Highway	Kalaniana'ole Highway	Waiholo Street	Laukahi Street	●			1 (3)	Kalaniana'ole Hwy Corridor

\* Midblock legend: X (Y) where X equals number of approaches and Y equals total number of detection lanes

TRAFFIC SIGNAL IDENTIFICATION						RAMP / STREET NAME		CROSSING STREET NAME		ATCS DETECTION ADDED				ATCS SIGNAL GROUP
Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
52	Route_72_18.21	72	18.21	-157.77623528	21.27752757	Kalaniana'ole Highway	Kalaniana'ole Highway	Waieli Street	Kalaniiki Street	●			2 (6)	Kalaniana'ole Hwy Corridor
53	Route_72_18.43	72	18.43	-157.77978659	21.27791130	Kalaniana'ole Highway	Kalaniana'ole Highway	Waikui Street	Ainako'a Avenue	●			2 (6)	Kalaniana'ole Hwy Corridor
54	Route_76_1.27	76	1.27	-158.01004830	21.31240491	Fort Weaver Road	Fort Weaver Road	Kimopelekane Road	North Road	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
55	Route_76_1.44	76	1.44	-158.01145007	21.31449256	Fort Weaver Road	Fort Weaver Road	Aikanaka Road	Aikanaka Road	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
56	Route_76_1.61	76	1.61	-158.01285228	21.31662678	Fort Weaver Road	Fort Weaver Road	Papipi Road	N/A		●		1 (2)	Fort Weaver Rd Corridor (1 of 2)
57	Route_76_1.68	76	1.68	-158.01339704	21.31747544	Fort Weaver Road	Fort Weaver Road	Driveway to Ewa Beach Shopping Center	Kuhina Street	●			1 (2)	Fort Weaver Rd Corridor (1 of 2)
58	Route_76_1.87	76	1.87	-158.01485807	21.31988139	Fort Weaver Road	Fort Weaver Road	Kaimalie Street	N/A		●		2 (4)	Fort Weaver Rd Corridor (1 of 2)
59	Route_76_2.09	76	2.09	-158.01658050	21.32272026	Fort Weaver Road	Fort Weaver Road	Keoneula Boulevard	Hanakahi Street	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
60	Route_76_2.58	76	2.58	-158.02036674	21.32885181	Fort Weaver Road	Fort Weaver Road	Keaunui Drive	Keaunui Drive	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
61	Route_76_2.95	76	2.95	-158.02288156	21.33368564	Fort Weaver Road	Fort Weaver Road	Geiger Road	Iroquois Road	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
62	Route_76_3.51	76	3.51	-158.02505774	21.34152804	Fort Weaver Road	Fort Weaver Road	Kolowaka Drive	Kolowaka Drive	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
63	Route_76_3.97	76	3.97	-158.02681273	21.34797060	Fort Weaver Road	Fort Weaver Road	Renton Road	Renton Road	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
64	Route_76_4.42	76	4.42	-158.02854389	21.35432921	Fort Weaver Road	Fort Weaver Road	Child & Family Service	N/A			●	2 (4)	Fort Weaver Rd Corridor (1 of 2)
65	Route_76_4.84	76	4.84	-158.02912866	21.36033421	Fort Weaver Road	Fort Weaver Road	Old Fort Weaver Road	Aawa Drive	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
66	Route_76_5.53	76	5.53	-158.02600408	21.36971455	Fort Weaver Road	Fort Weaver Road	Laulaunui Street	Laulaunui Street	●			2 (4)	Fort Weaver Rd Corridor (1 of 2)
67	Route_76_6.58	76	6.58	-158.03176686	21.38341849	Kunia Road	Kunia Road	H-1 EB Exit 5	H-1 EB On-ramp					
68	Route_80_0.13	80	0.13	-158.02851400	21.49300200	Kamehameha Highway	Kamehameha Highway	Ohai Street	Avocado Street	●			1 (2)	Kamehameha Hwy-Wahiawa Signal Group (1 of 2)
69	Route_80_0.24	80	0.24	-158.02919200	21.49451200	Kamehameha Highway	Kamehameha Highway	Olive Avenue	Olive Avenue	●				Kamehameha Hwy-Wahiawa Signal Group (1 of 2)
70	Route_80_0.35	80	0.35	-158.02977800	21.49591700	Kamehameha Highway	Kamehameha Highway	California Avenue	California Avenue	●			1 (2)	Kamehameha Hwy-Wahiawa Signal Group (1 of 2)
71	Route_80_0.49	80	0.49	-158.02973600	21.49798300	Kamehameha Highway	Kamehameha Highway	Kilani Avenue	Kilani Avenue	●			2 (4)	Kamehameha Hwy-Wahiawa Signal Group (1 of 2)
72	Route_80_1.12	80	1.12	-158.03344714	21.50559784	Kamehameha Highway	Kamehameha Highway	Driveway	Whitmore Avenue					
73	Route_80_1.89	80	1.89	-158.04058732	21.51415164	Kamehameha Highway	Kamehameha Highway	Kamananui Road	N/A					
74	Route_83_0.001	83	0.00	-158.10233047	21.57513054	Kamehameha Highway	Joseph P. Leong Highway	Kamehameha Highway	N/A					
75	Route_83_1.86	83	1.86	-158.09979664	21.60181262	Joseph P. Leong Highway	Kamehameha Highway	Kamehameha Highway	N/A					
76	Route_83_6.33	83	6.33	-158.06245018	21.64812047	Kamehameha Highway	Kamehameha Highway	Entrance to Pupukea Beach Park	Pupukea Road					
77	Route_83_15.71	83	15.71	-157.94750550	21.67642992	Kamehameha Highway	Kamehameha Highway	Puuluana Street	Puuluana Street					

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TRAFFIC SIGNAL IDENTIFICATION						RAMP / STREET NAME		CROSSING STREET NAME		ATCS DETECTION ADDED				ATCS SIGNAL GROUP
Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
78	Route_83_18.44	83	18.44	-157.92127162	21.64701776	Kamehameha Highway	Kamehameha Highway	Anemoku Road	Entrance to Laie Shopping Center					
79	Route_83_36.94	83	36.94	-157.83310583	21.44930185	Kahekili Highway	Kahekili Highway	Ahuimanu Road	Ahuimanu Road	●			2 (2)	Ahuimanu Signal Group
80	Route_83_37.36	83	37.36	-157.83278661	21.44323493	Kahekili Highway	Kahekili Highway	N/A	Ahuimanu Place	●			1 (2)	Ahuimanu Signal Group
81	Route_83_37.82	83	37.82	-157.82964112	21.43739548	Kahekili Highway	Kahekili Highway	Hui Iwa Street (west)	Hui Iwa Street	●			1 (2)	Ahuimanu Signal Group
82	Route_83_38.09	83	38.09	-157.82630703	21.43506491	Kahekili Highway	Kahekili Highway	Hui Iwa Street (east)	Entrance to Valley of the Temples	●			2 (2)	Ahuimanu Signal Group
83	Route_83_39.59	83	39.59	-157.81363053	21.41700022	Kahekili Highway	Kahekili Highway	Haiku Road	Haiku Road	●			2 (3)	Kaneohe ATCS Area (2 of 2)
84	Route_83_39.92	83	39.92	-157.81039905	21.41326414	Kahekili Highway	Kahekili Highway	Kahuhipa Street	Kahuhipa Street	●			2 (6)	Kaneohe ATCS Area (2 of 2)
85	Route_83_40.14	83	40.14	-157.80822330	21.41079055	Kahekili Highway	Kahekili Highway	Keaahala Road	Keaahala Road	●			2 (6)	Kaneohe ATCS Area (2 of 2)
86	Route_83_40.47	83	40.47	-157.80719894	21.40622390	Kahekili Highway	Kahekili Highway	Kulukey Street	Kulukey Street	●			2 (6)	Kaneohe ATCS Area (2 of 2)
87	Route_83_40.69	83	40.69	-157.80704468	21.40305166	Kahekili Highway	N/A	Likelike Highway	Likelike Highway	●			2 (6)	Kaneohe ATCS Area (2 of 2)
88	Route_83_41.36	83	41.36	-157.80324346	21.40365470	Likelike Highway	Likelike Highway	Anoi Road	Anoi Road	●			2 (6)	Kaneohe ATCS Area (2 of 2)
89	Route_83_41.59	83	41.59	-157.79975331	21.40289851	Likelike Highway	Kaneohe Bay Drive	Kamehameha Highway	Kamehameha Highway	●			2 (6)	Kaneohe ATCS Area (2 of 2)
90	Route_83_41.78	83	41.78	-157.79922362	21.40024580	Kamehameha Highway	Kamehameha Highway	N/A	Luluku Road	●				Kaneohe ATCS Area (2 of 2)
91	Route_83_42.26	83	42.26	-157.79718096	21.39358519	Kamehameha Highway	Kamehameha Highway	Mokulele Drive	Mokulele Drive					
92	Route_83_42.92	83	42.92	-157.79154899	21.38558667	Kamehameha Highway	Kamehameha Highway	H-3 WB Exit 11	N/A					
93	Route_83_43.04	83	43.04	-157.79030502	21.38436365	Kamehameha Highway	Kamehameha Highway	N/A	H-3 EB Exit 11					
94	Route_92_1.02	92	1.02	-157.93013997	21.33992656	Nimitz Highway (EB)	Nimitz Highway (EB)	Valkenburgh Street (under viaduct)	Valkenburgh Street (south)					
95	Route_92_1.05	92	1.05	-157.92978200	21.34067616	Nimitz Highway (WB)	Nimitz Highway (WB)	Valkenburgh Street (north)	Valkenburgh Street (under viaduct)					
96	Route_92_1.26	92	1.26	-157.92658521	21.33887676	Nimitz Highway	Nimitz Highway	N/A	Elliot Street					
97	Route_92_1.51	92	1.51	-157.92273975	21.33828854	Nimitz Highway	Nimitz Highway	N/A	Aolele Street					
98	Route_92_1.72	92	1.72	-157.91940245	21.33796771	Nimitz Highway	Nimitz Highway	Catlin Drive	N/A					
99	Route_92_1.79	92	1.79	-157.91840638	21.33764076	Nimitz Highway	Nimitz Highway	N/A	Rodgers Boulevard					
100	Route_92_2.04	92	2.04	-157.91462853	21.33708156	Nimitz Highway	Nimitz Highway	N/A	Paiea Street					
101	Route_92_2.14	92	2.14	-157.91309094	21.33685639	Nimitz Highway	Nimitz Highway	Camp Catlin Road	N/A					
102	Route_92_2.51	92	2.51	-157.90749392	21.33602446	Nimitz Highway	Nimitz Highway	N/A	Ohohia Street					
103	Route_92_2.68	92	2.68	-157.90482335	21.33562215	Nimitz Highway	Nimitz Highway	Peltier Avenue	N/A					

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Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
104	Route_92_2.89	92	2.89	-157.90155152	21.33509946	Nimitz Highway	Nimitz Highway	Puuloa Road	Lagoon Drive					
105	Route_92_3.07	92	3.07	-157.89888323	21.33469484	Nimitz Highway	Nimitz Highway	Ahua Street	N/A					
106	Route_93_1.26	93	1.26	-158.10685387	21.34176288	Farrington Highway	Farrington Highway	Laaloa Street	F/A					
107	Route_93_1.71	93	1.71	-158.11326996	21.34399086	Farrington Highway	Farrington Highway	Waiomea Street	F/A					
108	Route_93_4.54	93	4.54	-158.13775149	21.37268994	Farrington Highway	Farrington Highway	Piliokahi Avenue	Piliokahi Avenue	●			2 (4)	Farrington Hwy-Nanakuli Corridor
109	Route_93_5.05	93	5.05	-158.14240262	21.37863789	Farrington Highway	Farrington Highway	Entrance to Nanakuli Community Park	Nanakuli Avenue	●			2 (4)	Farrington Hwy-Nanakuli Corridor
110	Route_93_5.29	93	5.29	-158.14499013	21.38103970	Farrington Highway	Farrington Highway	N/A	Nanakuli Village Shopping Center	●			2 (4)	Farrington Hwy-Nanakuli Corridor
111	Route_93_5.47	93	5.47	-158.14700020	21.38290536	Farrington Highway	Farrington Highway	N/A	Haleakala Avenue		●		2 (4)	Farrington Hwy-Nanakuli Corridor
112	Route_93_5.62	93	5.62	-158.14865957	21.38444094	Farrington Highway	Farrington Highway	N/A	Helelua Street		●		1 (2)	Farrington Hwy-Nanakuli Corridor
113	Route_93_5.75	93	5.75	-158.15009892	21.38576943	Farrington Highway	Farrington Highway	N/A	Nanaikeola Street		●			Farrington Hwy-Nanakuli Corridor
114	Route_93_5.93	93	5.93	-158.15206518	21.38759349	Farrington Highway	Farrington Highway	N/A	Lualualei Naval Road		●			Farrington Hwy-Nanakuli Corridor
115	Route_93_6.11	93	6.11	-158.15403951	21.38941580	Farrington Highway	Farrington Highway	N/A	Auyong Homestead Road		●		1 (2)	Farrington Hwy-Nanakuli Corridor
116	Route_93_6.32	93	6.32	-158.15636553	21.39156430	Farrington Highway	Farrington Highway	N/A	Mohihi Street		●		2 (4)	Farrington Hwy-Nanakuli Corridor
117	Route_93_6.59	93	6.59	-158.15940630	21.39431736	Farrington Highway	Farrington Highway	N/A	Princess Kahanu Avenue	●			2 (4)	Farrington Hwy-Nanakuli Corridor
118	Route_93_6.88	93	6.88	-158.16320544	21.39662786	Farrington Highway	Farrington Highway	N/A	Hakimo Road	●			2 (4)	Farrington Hwy-Nanakuli Corridor
119	Route_93_7.95	93	7.95	-158.17666266	21.40386188	Farrington Highway	Farrington Highway	N/A	Kaukama Road		●		2 (4)	Farrington Hwy-Maili Corridor
120	Route_93_8.05	93	8.05	-158.17702209	21.40527989	Farrington Highway	Farrington Highway	Entrance to Maili Beach Park	Hookele Street	●			2 (4)	Farrington Hwy-Maili Corridor
121	Route_93_8.26	93	8.26	-158.17719975	21.40835552	Farrington Highway	Farrington Highway	Entrance to Beach Park	Maipalaoa Road	●			2 (4)	Farrington Hwy-Maili Corridor
122	Route_93_8.75	93	8.75	-158.17682098	21.41539419	Farrington Highway	Farrington Highway	N/A	St John's Road	●			2 (4)	Farrington Hwy-Maili Corridor
123	Route_93_9.07	93	9.07	-158.17754815	21.41997769	Farrington Highway	Farrington Highway	N/A	Maliona Street		●		2 (4)	Farrington Hwy-Maili Corridor
124	Route_93_9.34	93	9.34	-158.17816966	21.42389645	Farrington Highway	Farrington Highway	Entrance to Beach Park	Kaukamana Street	●			2 (4)	Farrington Hwy-Maili Corridor
125	Route_93_9.75	93	9.75	-158.18036327	21.42920842	Farrington Highway	Farrington Highway	N/A	Mailiili Road		●		2 (4)	Farrington Hwy-Maili Corridor
126	Route_93_10.22	93	10.22	-158.18447309	21.43447279	Farrington Highway	Farrington Highway	N/A	Leihoku Street					
127	Route_93_10.33	93	10.33	-158.18496595	21.43603739	Farrington Highway	Farrington Highway	N/A	Driveway to Waianae Mall					
128	Route_93_10.56	93	10.56	-158.18601426	21.43929982	Farrington Highway	Farrington Highway	N/A	Puhano Street					
129	Route_93_10.72	93	10.72	-158.18671594	21.44153739	Farrington Highway	Farrington Highway	Lualualei Homestead Road	Lualualei Homestead Road					

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Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
130	Route_93_10.81	93	10.81	-158.18708373	21.44271109	Farrington Highway	Farrington Highway	Waianae Valley Road	Waianae Valley Road					
131	Route_93_11.02	93	11.02	-158.18814191	21.44570036	Farrington Highway	Farrington Highway	Entrance to Stores	Old Government Road					
132	Route_93_11.49	93	11.49	-158.19258552	21.45101633	Farrington Highway	Farrington Highway	N/A	Kaulokalani Street					
133	Route_93_11.92	93	11.92	-158.19778629	21.45477282	Farrington Highway	Farrington Highway	N/A	Ala Akau Street					
134	Route_93_12.11	93	12.11	-158.20011296	21.45643256	Farrington Highway	Farrington Highway	Entrance to Waianae High School	N/A					
135	Route_93_12.62	93	12.62	-158.20674062	21.46024918	Farrington Highway	Farrington Highway	N/A	Makaha Valley Road					
136	Route_95_0.001	95	0.00	-158.08991158	21.33366641	Farrington Highway	Kalaeloa Boulevard	Farrington Highway	H-1 WB On-Ramp					
137	Route_98_0.19	98	0.19	-157.86485858	21.32344599	Vineyard Boulevard	Vineyard Boulevard	Palama Street	Palama Street					
138	Route_98_0.33	98	0.33	-157.86360380	21.32177492	Vineyard Boulevard	Vineyard Boulevard	Pua Lane	Pua lane					
139	Route_98_0.49	98	0.49	-157.86218118	21.31988921	Vineyard Boulevard	Vineyard Boulevard	Liliha Street	Liliha Street					
140	Route_98_0.72	98	0.72	-157.86003180	21.31720912	Vineyard Boulevard	Vineyard Boulevard	Aala Street	Aala Street					
141	Route_98_0.79	98	0.79	-157.85939388	21.31641864	Vineyard Boulevard	Vineyard Boulevard	River Street	River Street					
142	Route_98_0.88	98	0.88	-157.85853380	21.31534718	Vineyard Boulevard	Vineyard Boulevard	N/A	Maunakea Street					
143	Route_98_0.96	98	0.96	-157.85778651	21.31441630	Vineyard Boulevard	Vineyard Boulevard	Nuanu Avenue	Nuanu Avenue					
144	Route_98_1.11	98	1.11	-157.85645346	21.31273435	Vineyard Boulevard	Vineyard Boulevard	Pali Highway	Pali Highway					
145	Route_98_1.21	98	1.21	-157.85554076	21.31147877	Vineyard Boulevard	Vineyard Boulevard	Queen Emma Street	Queen Emma Street					
146	Route_98_1.33	98	1.33	-157.85433298	21.31012737	Vineyard Boulevard	Vineyard Boulevard	Punchbowl Street	Punchbowl Street					
147	Route_99_4.75	99	4.75	-158.04328199	21.53965901	Kamehameha Highway	Kamehameha Highway	Paalaa Uka Pupukeya Road	N/A					
148	Route_99_5.69	99	5.69	-158.03907389	21.52657332	Kamehameha Highway	Kamehameha Highway	Dole Plantation Driveway	N/A					
149	Route_99_6.76	99	6.76	-158.04240479	21.51203954	Kamananui Road	Kamananui Road	Kaukonahua Road	Kaukonahua Road					
150	Route_99_7.68	99	7.68	-158.05251575	21.50265230	Kamananui Road	N/A	Wilikina Drive	Wilikina Drive					
151	Route_99_7.94	99	7.94	-158.05159822	21.49907771	Wilikina Drive	Wilikina Drive	N/A	McNair Gate					
152	Route_99_8.37	99	8.37	-158.04900698	21.49355814	Wilikina Drive	Wilikina Drive	N/A	Macomb Gate					
153	Route_99_9.09	99	9.09	-158.03959249	21.48860112	Wilikina Drive	Wilikina Drive	Entrance to Apartments	Kunia Road	●			2 (4)	Schofield/Wheeler Signal Group (1 of 2)
154	Route_99_9.37	99	9.37	-158.03534846	21.48930713	Wilikina Drive	Wilikina Drive	Lakeview Circle	N/A		●		2 (4)	Schofield/Wheeler Signal Group (1 of 2)
155	Route_99_9.79	99	9.79	-158.02862948	21.49101395	Kamehameha Highway	Kamehameha Highway	Wilikina Drive	N/A			●	2 (4)	Kamehameha Hwy-Wahiawa Signal Group (2 of 2)

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Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
156	Route_99_9.86	99	9.86	-158.02819161	21.48895622	Wiliikina Drive	N/A	Kamehameha Highway	Kamehameha Highway					
157	Route_99_10.01	99	10.01	-158.02788820	21.48672527	Kamehameha Highway	Kamehameha Highway	Higgins Road	Santos Dumont Avenue					
158	Route_99_10.49	99	10.49	-158.02664004	21.47986488	Kamehameha Highway	Kamehameha Highway	Leilehua Road	N/A					
159	Route_99_11.71	99	11.71	-158.02366953	21.46237047	Kamehameha Highway	Kamehameha Highway	Waikalani Drive	N/A					
160	Route_99_12.22	99	12.22	-158.01740780	21.45818355	Kamehameha Highway	Kamehameha Highway	Kipapa Street	Entrance Driveway					
161	Route_99_12.38	99	12.38	-158.01652232	21.45606129	Kamehameha Highway	Kamehameha Highway	Kuahelani Avenue	Kuahelani Avenue					
162	Route_99_12.73	99	12.73	-158.01565165	21.45105732	Kamehameha Highway	Kamehameha Highway	Meheula Parkway	Meheula Parkway					
163	Route_99_13.24	99	13.24	-158.01348205	21.44385094	Kamehameha Highway	Kamehameha Highway	Lanikuhana Avenue	Lanikuhana Avenue					
164	Route_99_15.15	99	15.15	-158.00582286	21.41941111	Kamehameha Highway	Kamehameha Highway	Ka Uka Boulevard	Ka Uka Boulevard					
165	Route_99_15.87	99	15.87	-157.99990631	21.41044683	Kamehameha Highway	Kamehameha Highway	Waipio Uka Street	Waipio Uka Street	●			1 (3)	Kamehameha Hwy-Waipio Signal Group
166	Route_99_16.25	99	16.25	-157.99673779	21.40581289	Kamehameha Highway	Kamehameha Highway	Lumiaina Street	Lumiaina Street	●				Kamehameha Hwy-Waipio Signal Group
167	Route_99_16.53	99	16.53	-157.99435699	21.40239489	Kamehameha Highway	Kamehameha Highway	Lumiauau Street	Lumiauau Street	●				Kamehameha Hwy-Waipio Signal Group
168	Route_99_16.79	99	16.79	-157.99243203	21.39913759	Kamehameha Highway	Kamehameha Highway	N/A	Waipahu Street		●			Kamehameha Hwy-Waipio Signal Group
169	Route_99_17.82	99	17.82	-157.98129816	21.39568950	Farrington Highway	Farrington Highway	Waiawa Road	Waiawa Road		●		1 (2)	Kamehameha Hwy-Pearl City Corridor
170	Route_99_18.27	99	18.27	-157.97442387	21.39522483	Kamehameha Highway	Kamehameha Highway	Acacia Road	Entrance to Home Depot	●			1 (2)	Kamehameha Hwy-Pearl City Corridor
171	Route_99_18.55	99	18.55	-157.97030882	21.39381419	Kamehameha Highway	Kamehameha Highway	Waimano Home Road	Lehua Avenue	●			1 (3)	Kamehameha Hwy-Pearl City Corridor
172	Route_99_18.72	99	18.72	-157.96782240	21.39297482	Kamehameha Highway	Kamehameha Highway	Puu Momi Street	N/A		●		1 (3)	Kamehameha Hwy-Pearl City Corridor
173	Route_99_18.94	99	18.94	-157.96464972	21.39178377	Kamehameha Highway	Kamehameha Highway	Puu Poni Street	N/A		●		1 (3)	Kamehameha Hwy-Pearl City Corridor
174	Route_99_19.68	99	19.68	-157.95439000	21.38710431	Kamehameha Highway	Kamehameha Highway	Kaahumanu Street	Entrance to Neal Blaisdell Park	●			1 (3)	Kamehameha Hwy-Pearl City Corridor
175	Route_99_19.91	99	19.91	-157.95111772	21.38561575	Kamehameha Highway	Kamehameha Highway	Hekaha Street	Hekaha Street	●			2 (6)	Kamehameha Hwy-Pearl City Corridor
176	Route_99_20.08	99	20.08	-157.94880019	21.38455578	Kamehameha Highway	Kamehameha Highway	Kanuku Street	N/A	●			1 (3)	Kamehameha Hwy-Pearl City Corridor
177	Route_99_20.27	99	20.27	-157.94614223	21.38334582	Kamehameha Highway	Kamehameha Highway	Kaonohi Street	N/A		●		1 (3)	Kamehameha Hwy-Pearl City Corridor
178	Route_99_20.37	99	20.37	-157.94474630	21.38270227	Kamehameha Highway	Kamehameha Highway	N/A	Lipoa Place		●		1 (3)	Kamehameha Hwy-Pearl City Corridor
179	Route_99_20.61	99	20.61	-157.94139344	21.38117189	Kamehameha Highway	Kamehameha Highway	Pali Momi Street (north bound)	N/A		●		1 (3)	Kamehameha Hwy-Pearl City Corridor
180	Route_99_20.66	99	20.66	-157.94066106	21.38085416	Kamehameha Highway	Kamehameha Highway	Pali Momi Street (southbound)	N/A		●		1 (3)	Kamehameha Hwy-Pearl City Corridor
181	Route_99_20.91	99	20.91	-157.93727085	21.37926220	Kamehameha Highway	Kamehameha Highway	Honomanu Street	McGrew Loop	●			1 (3)	Kamehameha Hwy-Pearl City Corridor

\* Midblock legend: X (Y) where X equals number of approaches and Y equals total number of detection lanes

TRAFFIC SIGNAL IDENTIFICATION						RAMP / STREET NAME		CROSSING STREET NAME		ATCS DETECTION ADDED				ATCS SIGNAL GROUP	
Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *		
182	Route_99_21.56	99	21.56	-157.93378977	21.37186118	Kamehameha Highway	Kamehameha Highway	Salt Lake Boulevard (north)	N/A		●			2 (6)	Kamehameha Hwy-Halawa Signal Group
183	Route_99_21.71	99	21.71	-157.93483787	21.37007084	Kamehameha Highway	Kamehameha Highway	Salt Lake Boulevard (south)	Ford Island Bridge	●				2 (4)	Kamehameha Hwy-Halawa Signal Group
184	Route_99_21.99	99	21.99	-157.93687849	21.36623730	Kamehameha Highway	Kamehameha Highway	Kalaloa Street	Arizona Memorial Place	●				2 (5)	Kamehameha Hwy-Halawa Signal Group
185	Route_99_22.12	99	22.12	-157.93768463	21.36450045	Kamehameha Highway	Kamehameha Highway	Halawa Drive	Arizona Street	●				2 (5)	Kamehameha Hwy-Halawa Signal Group
186	Route_99_22.95	99	22.95	-157.93561870	21.35279457	Kamehameha Highway	Kamehameha Highway	Radford Drive	Makalapa Gate	●					Kamehameha Hwy-Radford Signal Group (1 of 2)
187	Route_99_23.21	99	23.21	-157.93479535	21.34911812	Kamehameha Highway	Kamehameha Highway	Center Drive	Center Drive	●				1 (3)	Kamehameha Hwy-Radford Signal Group (1 of 2)
188	Route_750_0.22	750	0.22	-158.03372320	21.38655654	Kunia Road	Kunia Road	N/A	Kupuna Loop (south)						
189	Route_750_0.33	750	0.33	-158.03433950	21.38811046	Kunia Road	Kunia Road	N/A	Kupuna Loop (north)						
190	Route_750_0.95	750	0.95	-158.03792990	21.39638569	Kunia Road	Kunia Road	N/A	Anonui Street						
191	Route_750_6.85	750	6.85	-158.05085982	21.47582022	Kunia Road	Kunia Road	Field Station Driveway	N/A						
192	Route_750_7.37	750	7.37	-158.04763293	21.48271609	Kunia Road	Kunia Road	Lyman Road	Wright Avenue	●				2 (4)	Schofield/Wheeler Signal Group (2 of 2)
193	Route_750_7.62	750	7.62	-158.04461881	21.48472319	Kunia Road	Kunia Road	Foote Avenue	N/A		●			2 (4)	Schofield/Wheeler Signal Group (2 of 2)
194	Route_901_0.41	901	0.41	-158.07162754	21.32944017	Fort Barrette Road	Fort Barrette Road	Kapolei Parkway	Kapolei Parkway						
195	Route_901_0.72	901	0.72	-158.07296890	21.33360543	Fort Barrette Road	Fort Barrette Road	Kamaaha Avenue	Kamaaha Avenue						
196	Route_901_1.23	901	1.23	-158.07580976	21.33996301	Fort Barrette Road	Fort Barrette Road	Farrington Highway	Farrington Highway						
197	Route_901_1.41	901	1.41	-158.07800214	21.34238444	Fort Barrette Road	Fort Barrette Road	N/A	H-1 WB Exit 2						
198	Route_7101_0.03	7101	0.03	-158.02626300	21.37636968	Farrington Highway	Farrington Highway	Kunia Road	N/A			●		1 (2)	Farrington Hwy-Waipahu Corridor
199	Route_7101_0.24	7101	0.24	-158.02334131	21.37773838	Farrington Highway	Farrington Highway	Leoku Street	Leole Street	●				2 (4)	Farrington Hwy-Waipahu Corridor
200	Route_7101_0.53	7101	0.53	-158.01946614	21.37973628	Farrington Highway	Farrington Highway	Leokane Street	Leokane Street	●				1 (2)	Farrington Hwy-Waipahu Corridor
201	Route_7101_0.68	7101	0.68	-158.01738101	21.38078336	Farrington Highway	Farrington Highway	Pupukahi Street	Pupukahi Street	●					Farrington Hwy-Waipahu Corridor
202	Route_7101_0.82	7101	0.82	-158.01538938	21.38160469	Farrington Highway	Farrington Highway	Pupupuhi Street	Pupupuhi Street	●					Farrington Hwy-Waipahu Corridor
203	Route_7101_0.94	7101	0.94	-158.01358591	21.38215983	Farrington Highway	Farrington Highway	Aniani Place	Waikele Road	●				1 (2)	Farrington Hwy-Waipahu Corridor
204	Route_7101_1.41	7101	1.41	-158.00643467	21.38354887	Farrington Highway	Farrington Highway	Waipahu Depot Road	Waipahu Depot Road	●					Farrington Hwy-Waipahu Corridor
205	Route_7101_1.64	7101	1.64	-158.00295715	21.38420187	Farrington Highway	Farrington Highway	Mokuola Street	Awalau Street	●				1 (2)	Farrington Hwy-Waipahu Corridor
206	Route_7101_2.01	7101	2.01	-157.99802722	21.38652957	Farrington Highway	Farrington Highway	Paiwa Street	Awanui Street	●					Farrington Hwy-Waipahu Corridor
207	Route_7101_2.26	7101	2.26	-157.99506332	21.38901778	Farrington Highway	Farrington Highway	Kahualii Street	Waipio Point Access Road	●				2 (4)	Farrington Hwy-Waipahu Corridor

\* Midblock legend: X (Y) where X equals number of approaches and Y equals total number of detection lanes

TRAFFIC SIGNAL IDENTIFICATION						RAMP / STREET NAME		CROSSING STREET NAME		ATCS DETECTION ADDED				ATCS SIGNAL GROUP	
Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *		
208	Route_7110_0.11	7110	0.11	-158.02816961	21.37525997	Farrington Highway	Farrington Highway	Ramp to Fort Weaver Road	N/A				●	1 (2)	Farrington Hwy-Waipahu Corridor
209	Route_7141_0.28	7141	0.28	-158.01931376	21.33601709	Iroquois Road	Iroquois Road	Keaunui Drive	Keaunui Drive	●					Fort Weaver Rd Corridor (2 of 2)
210	Route_7210_3.31	7210	3.31	-157.93042436	21.37645535	Moanalua Road	Moanalua Road	N/A	Aiea Access Road						
211	Route_7239_0.13	7239	0.13	-157.91753699	21.37290040	Ulune Extension	H-3 & H-201 Off-ramp	Halawa Valley Road	H-1 WB On-Ramp						
212	Route_7239_0.33	7239	0.33	-157.91518624	21.37138959	Halawa Valley Road	Halawa Valley Road	Iwaiwa Street	N/A						
213	Route_7241_0.27	7241	0.27	-157.92522672	21.36748202	Kahuapaani Street	Kahuapaani Street	Mananai Place	Ala Alii Street						
214	Route_7241_0.74	7241	0.74	-157.91957896	21.37122634	Kahuapaani Street	Kahuapaani Street	H-201 EB Exit 1B	N/A						
215	Route_7241_0.87	7241	0.87	-157.91951674	21.37311150	Kahuapaani Street	Kahuapaani Street	Ulune Street	Ulune Extension						
216	Route_7310_0.68	7310	0.68	-157.89906564	21.34484220	Puuloa Road	Puuloa Road	Salt Lake Boulevard	Pukoloa Street						
217	Route_7310_1.01	7310	1.01	-157.89627980	21.34879586	Puuloa Road	Puuloa Road	H-201 EB Exit 3	H-201 EB On-Ramp						
218	Route_7345_0.06	7345	0.06	-157.89533582	21.34955359	Jarrett White Road	Jarrett White Road	N/A	H-201 WB Off-Ramp						
219	Route_7345_0.19	7345	0.19	-157.89431087	21.35122633	Jarrett White Road	Jarrett White Road	Mahiole Street	Mahiole Street						
220	Route_7345_0.38	7345	0.38	-157.89401666	21.35378743	Jarrett White Road	Jarrett White Road	Ala Mahamoe Street	Ala Mahamoe Street						
221	Route_7346_1.51	7346	1.51	-157.89013218	21.34328532	Kaua Street	Kaua Street	N/A	Ala Mahamoe Street						
222	Route_7346_1.63	7346	1.63	-157.88809433	21.34298364	Kaua Street	Kaua Street	Fort Shafter Gate	Funston Road						
223	Route_7350_0.001	7350	0.00	-157.93198412	21.35183165	Bougainville Drive	Bougainville Drive	Radford Drive	Radford Drive	●					Kamehameha Hwy-Radford Signal Group (2 of 2)
224	Route_7350_0.25	7350	0.25	-157.93097364	21.35529062	Bougainville Drive	Bougainville Drive	N/A	Lawehana Street						
225	Route_7413_0.11	7413	0.11	-157.86323913	21.31905320	Liliha Street	Liliha Street	North Kukui Street	Driveway to Apartments						
226	Route_7413_0.34	7413	0.34	-157.86046335	21.32120221	Liliha Street	Liliha Street	Kiapu Place	H-1 EB On-Ramp						
227	Route_7414_0.73	7414	0.73	-157.85989324	21.32145573	School Street	School Street	Liliha Street	Liliha Street						
228A	Route_7415_0.02	7415	0.02	-157.88346304	21.33799665	Middle Street	Middle Street	Kaua Street	Kaua Street						
228B	Route_7415_0.06	7415	0.06	-157.88398741	21.33758652	Middle Street	Middle Street	North King Street	North King Street						
229	Route_7415_0.38	7415	0.38	-157.88806920	21.33493487	Middle Street	Middle Street	Entrance to Bus Terminal	Road to Keehi Refuse Transfer Station						
230	Route_7415_0.52	7415	0.52	-157.88948519	21.33344976	Middle Street	N/A	Kamehameha Highway	H-1 On-Off Ramps						
231	Route_7522_0.001	7522	0.00	-157.84626620	21.32764362	Nuuanu Avenue	Nuuanu Avenue	Wyllie Street	Wyllie Street						
232	Route_7801_1.72	7801	1.72	-157.78919386	21.27872634	H-1 EB Exit 26B/ Waiialae Ave	Waiialae Avenue	Public Storage Driveway	21st Avenue						

\* Midblock legend: X (Y) where X equals number of approaches and Y equals total number of detection lanes



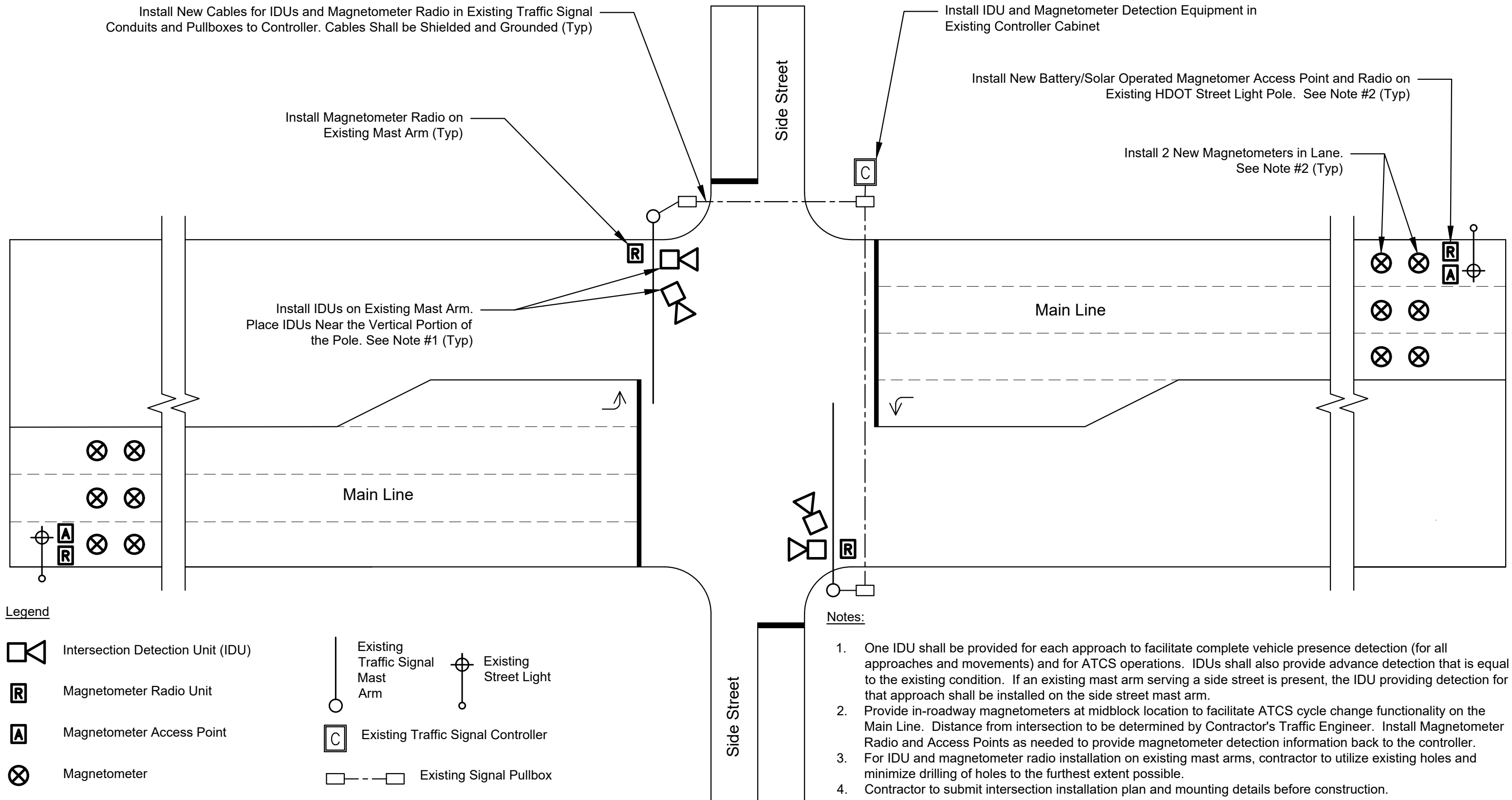
TRAFFIC SIGNAL IDENTIFICATION						RAMP / STREET NAME		CROSSING STREET NAME		ATCS DETECTION ADDED				ATCS SIGNAL GROUP
Controller Count	ID	Route	Mile Post	Longitude	Latitude	In (+MP)	Out (-MP)	Left	Right	4W	3W	2W	MB *	
233	Route_7801_1.81	7801	1.81	-157.78795751	21.27864974	Waialae Avenue	Waialae Avenue	Hunakai Street	Hunakai Street					
234	Route_7801_2.01	7801	2.01	-157.78470528	21.27832494	Waialae Avenue	Waialae Avenue	Kilauea Avenue	Kilauea Avenue					
235	Route_7846_0.25	7846	0.25	-157.79917200	21.27883900	Koko Head Avenue	Koko Head Avenue	Pahoa Avenue	Pahoa Avenue					
236	Route_8930_0.06	8930	0.06	-158.05965586	21.36571850	Kualakai Parkway	Kualakai Parkway	H-1 EB On-Ramp	H-1 EB Exit 7					
237	Route_8930_0.24	8930	0.24	-158.05762073	21.36392131	Kualakai Parkway	Kualakai Parkway	Farm Access Road	Farm Access Road					
238	Route_8930_0.43	8930	0.43	-158.05547463	21.36202371	Kualakai Parkway	Kualakai Parkway	Farrington Highway	Farrington Highway	●			2 (6)	Kualakai Pkwy Signal Group
239	Route_8930_0.81	8930	0.81	-158.05149251	21.35815997	Kualakai Parkway	Kualakai Parkway	Hoomohala Avenue	Hoomohala Avenue	●			2 (5)	Kualakai Pkwy Signal Group
240	Route_8930_1.73	8930	1.73	-158.05171529	21.34554415	Kualakai Parkway	Kualakai Parkway	Keahumoa Parkway	N/A		●		2 (4)	Kualakai Pkwy Signal Group
241	Route_8930_2.47	8930	2.47	-158.05144378	21.33590118	Kualakai Parkway	Kualakai Parkway	Kapolei Parkway	Kapolei Parkway					
242	Route_8940_1.04	8940	1.04	-158.05296045	21.32983826	Franklin D. Roosevelt Avenue	Franklin D. Roosevelt Avenue	Industrial Warehouse Driveway	Driveway to Ka Makana Alii Shopping Center					
243	Route_H-1_EB_10W_0.07	H-1_EB_10W	0.07	-157.95809317	21.39167261	H-1 EB Exit 10	N/A	Moanalua Road	Moanalua Road					
244	Route_H-1_EB_23_0.14	H-1_EB_23	0.14	-157.83406140	21.30079777	H-1 EB Exit 23	Bingham Street	Punahou Street	Punahou Street					
245	Route_H-1_EB_26A_0.15	H-1_EB_26A	0.15	-157.79910474	21.27933882	H-1 EB Exit 26A	N/A	Koko Head Avenue	Koko Head Avenue					
246	Route_H-1_EB_7_0.22	H-1_EB_7	0.22	-158.00957590	21.39581904	H-1 EB Exit 7	H-1 EB On-Ramp	Paiwa Street	Paiwa Street					
247	Route_H-1_WB_10E_0.02	H-1_WB_10E	0.02	-157.96006372	21.39316048	H-1 WB Exit 10	N/A	Moanalua Road	Moanalua Road					
248	Route_H-1_WB_3S_0.01	H-1_WB_3S	0.01	-158.06075544	21.36699009	H-1 WB Exit 3	H-1 WB On-Ramp	Kualakai Parkway	Pueonani Street					
249	Route_H-1_WB_7_0.31	H-1_WB_7	0.31	-158.00977883	21.39694631	H-1 WB Exit 7	H-1 WB On-Ramp	Paiwa Street	Paiwa Street					
250	Route_H-2_NB_2_0.29	H-2_NB_2	0.29	-157.99569338	21.42895913	H-2 NB Exit 2	H-2 NB On-Ramp	Ka Uka Boulevard	Mililani Cemetary Road					
251	Route_H-2_NB_5B_0.36	H-2_NB_5B	0.36	-158.00269286	21.46655484	H-2 NB Exit 5B	N/A	Meheula Parkway	Meheula Parkway					
252	Route_H-2_SB_2_0.46	H-2_SB_2	0.46	-157.99888516	21.42855463	H-2 SB Exit 2	Moaniani Street	Ka Uka Boulevard	Ka Uka Boulevard					
253	Route_H-2_SB_5N_0.04	H-2_SB_5N	0.04	-158.00518083	21.46458753	H-2 SB Exit 5	N/A	Meheula Parkway	Meheula Parkway					
254	Route_H-201_WB_3AAS_0.04	H-201_WB_3AAS	0.04	-157.89494652	21.35039853	H-201 WB On-ramp from Tripler	N/A	Jarrett White Road	N/A					
255	Route_H2013_EB_1B_0.12	H2013_EB_1B	0.12	-157.88943080	21.34167275	H-201 EB Exit 1B	N/A	Funston Road	Funston Road					

NOTES: The signals "Route\_61\_0.13" and "Route\_61\_0.17" operate off of one controller.

The signals "Route\_7415\_0.02" and "Route\_7415\_0.06" operate off of one controller.

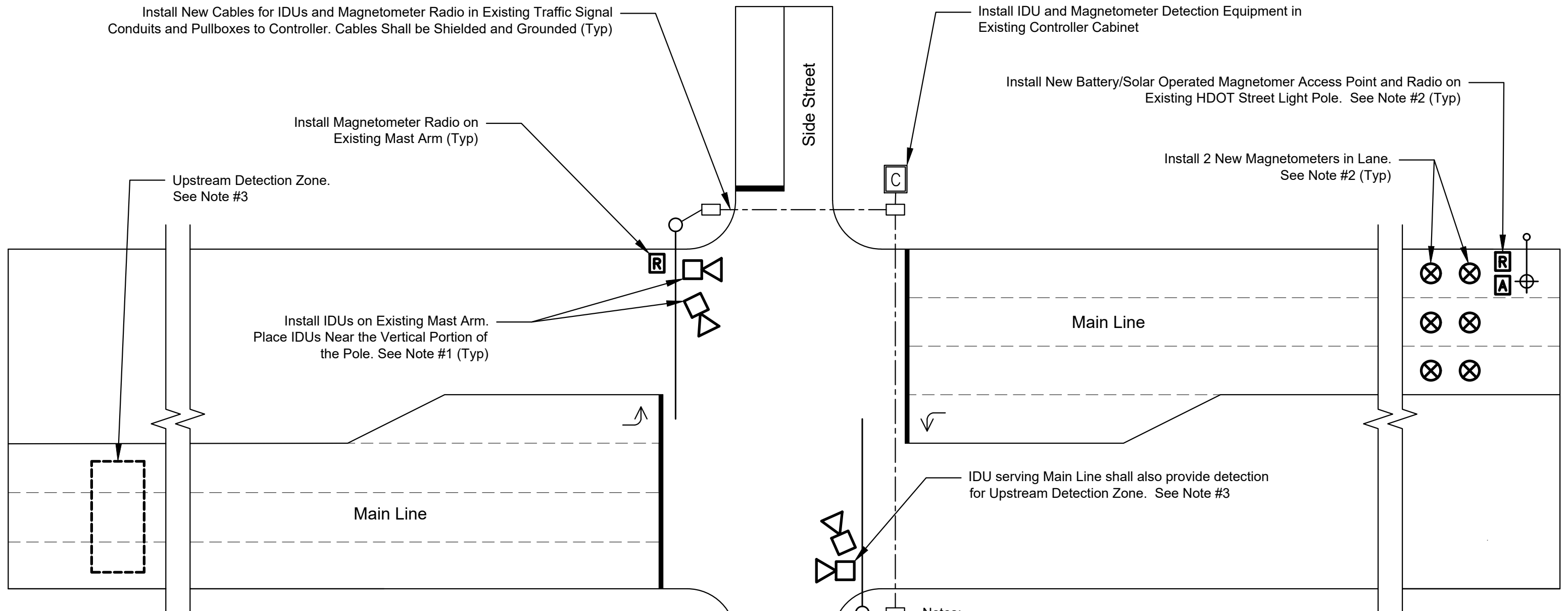
\* Midblock legend: X (Y) where X equals number of approaches and Y equals total number of detection lanes

**APPENDIX M: TYPICAL ATCS DETECTION INSTALLATION DETAILS**










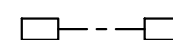
**Appendix M-2: Typical Installation Detail for ATCS Detection (4-Way)  
and Mid Block Magnetometer Detection for 2 Approaches**

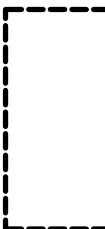
Not To Scale



**Legend**

-  Intersection Detection Unit (IDU)
-  Magnetometer Radio Unit
-  Magnetometer Access Point
-  Magnetometer

-  Existing Traffic Signal Mast Arm
-  Existing Street Light
-  Existing Traffic Signal Controller
-  Existing Signal Pullbox

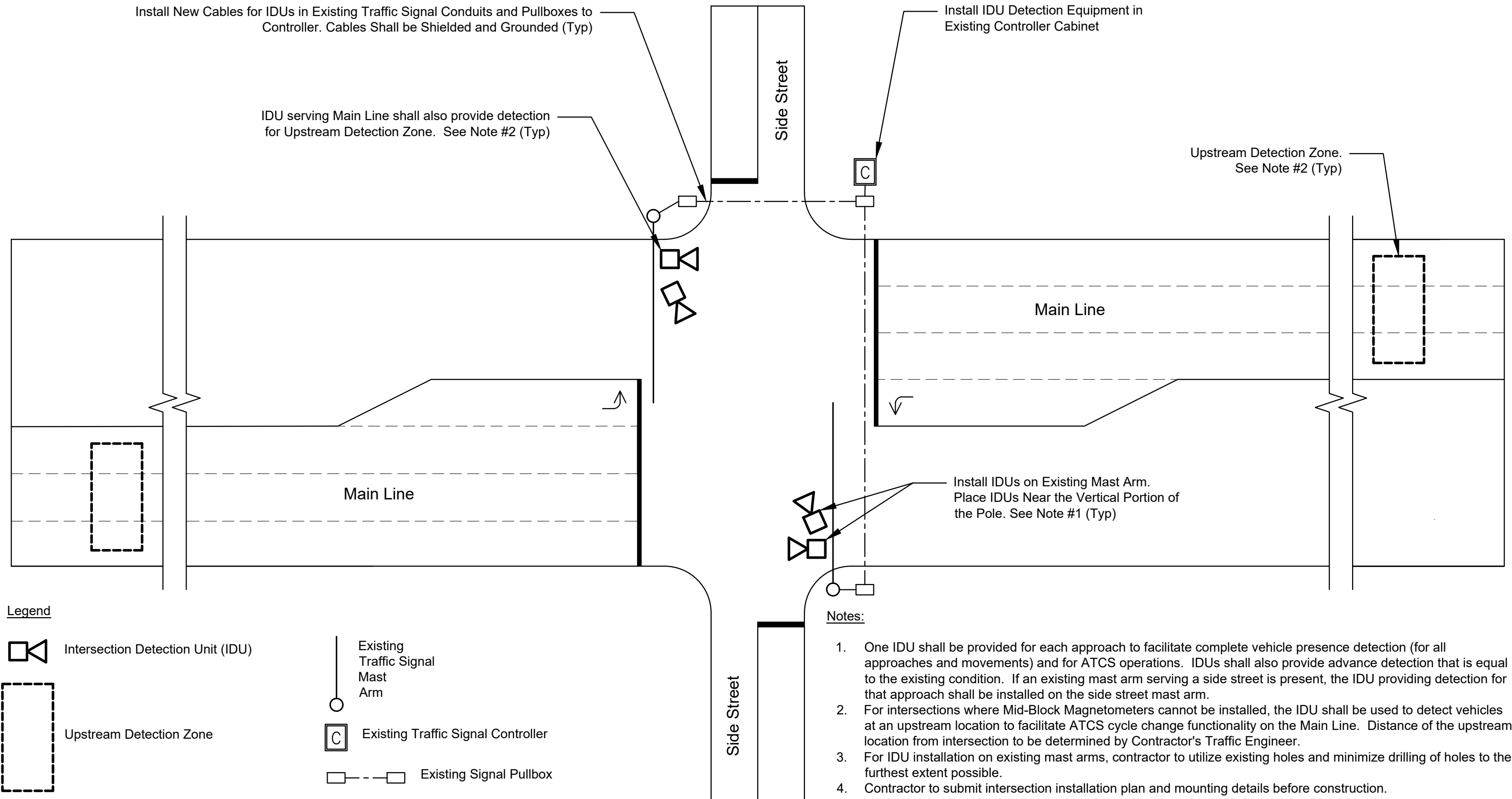
 Upstream Detection Zone

**Notes:**

1. One IDU shall be provided for each approach to facilitate complete vehicle presence detection (for all approaches and movements) and for ATCS operations. IDUs shall also provide advance detection that is equal to the existing condition. If an existing mast arm serving a side street is present, the IDU providing detection for that approach shall be installed on the side street mast arm.
2. Provide in-roadway magnetometers at midblock location to facilitate ATCS cycle change functionality on the Main Line. Distance from intersection to be determined by Contractor's Traffic Engineer. Install Magnetometer Radio and Access Points as needed to provide magnetometer detection information back to the controller.
3. For approaches where Mid-Block Magnetometers cannot be installed, the IDU shall be used to detect vehicles at an upstream location to facilitate ATCS cycle change functionality on the Main Line. Distance of the upstream location from intersection to be determined by Contractor's Traffic Engineer.
4. For IDU and magnetometer radio installation on existing mast arms, contractor to utilize existing holes and minimize drilling of holes to the furthest extent possible.
5. Contractor to submit intersection installation plan and mounting details before construction.

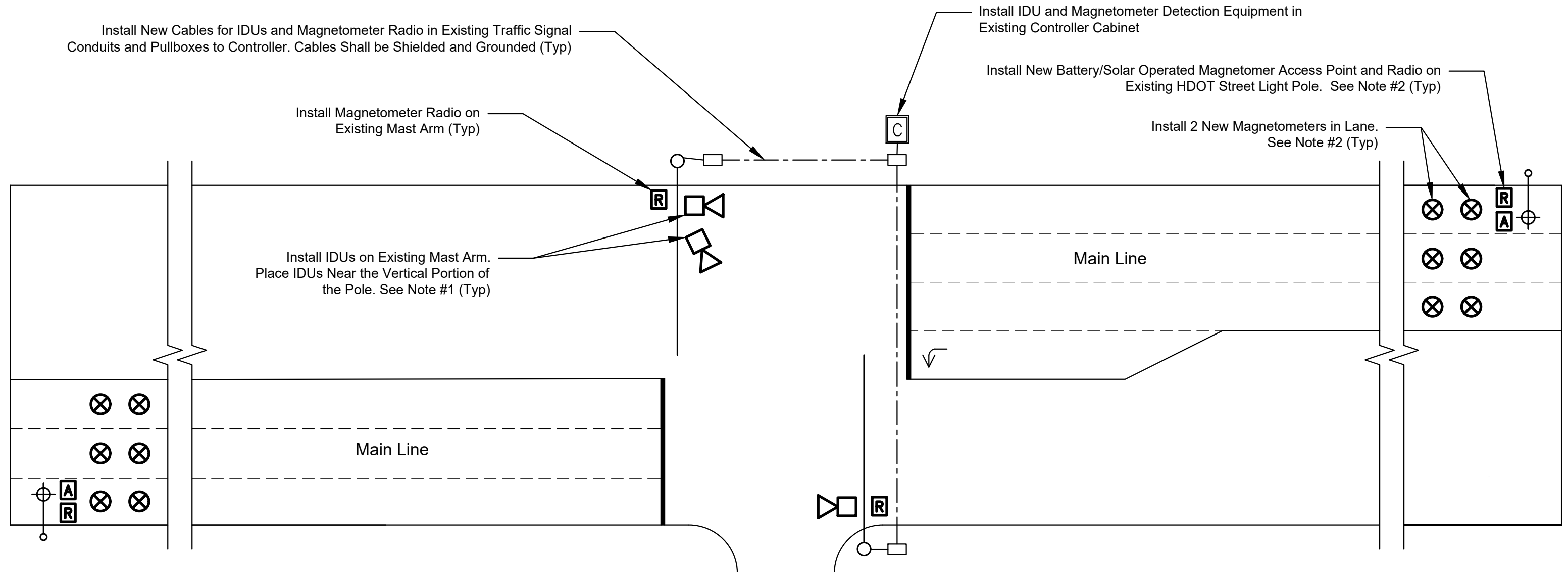
**Appendix M-3: Typical Installation Detail for ATCS Detection (4-Way)  
and Mid Block Magnetometer Detection for 1 Approach**

Not To Scale



**Appendix M-4: Typical Installation Detail for ATCS Detection (4-Way)  
and no Mid-Block Magnetometer Detection**

Not To Scale



Install New Cables for IDUs and Magnetometer Radio in Existing Traffic Signal Conduits and Pullboxes to Controller. Cables Shall be Shielded and Grounded (Typ)

Install Magnetometer Radio on Existing Mast Arm (Typ)

Install IDUs on Existing Mast Arm. Place IDUs Near the Vertical Portion of the Pole. See Note #1 (Typ)

Install IDU and Magnetometer Detection Equipment in Existing Controller Cabinet


Install New Battery/Solar Operated Magnetometer Access Point and Radio on Existing HDOT Street Light Pole. See Note #2 (Typ)

Install 2 New Magnetometers in Lane. See Note #2 (Typ)

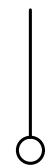
Legend


 Intersection Detection Unit (IDU)


 Magnetometer Radio Unit

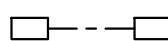
 Magnetometer Access Point

 Magnetometer

 Existing Traffic Signal Mast Arm

 Existing Street Light

 Existing Traffic Signal Controller

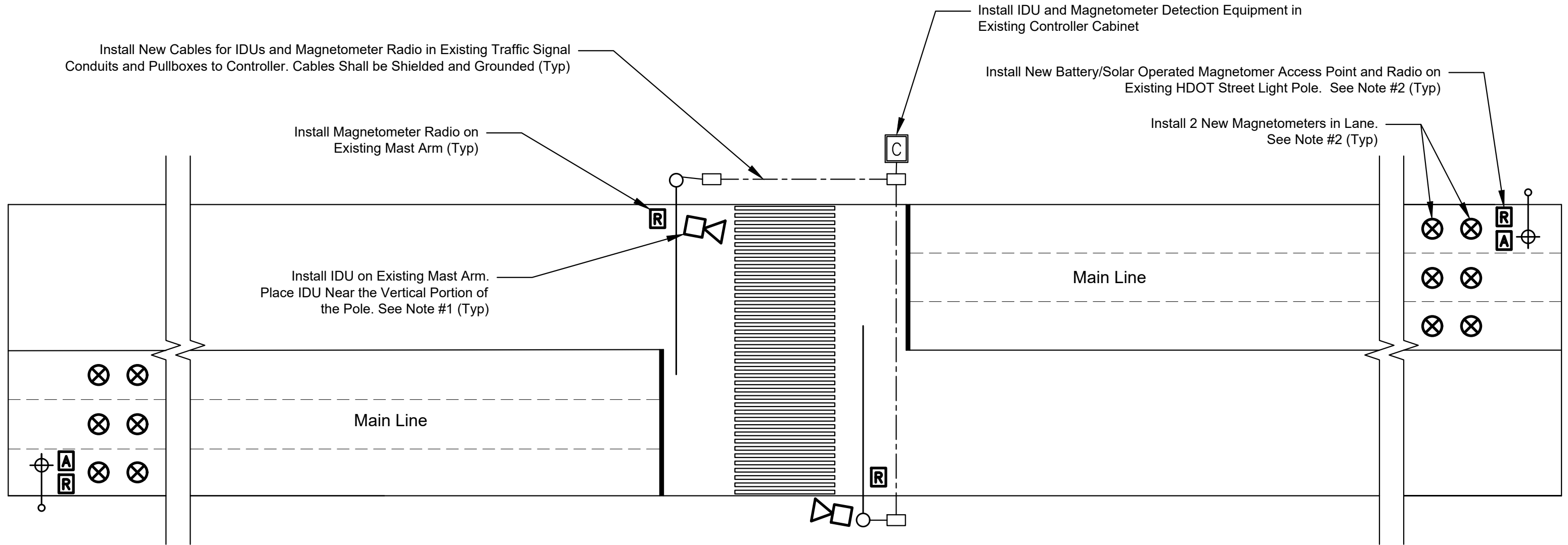
 Existing Signal Pullbox

Notes:


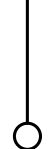




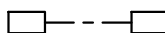

1. One IDU shall be provided for each approach to facilitate complete vehicle presence detection (for all approaches and movements) and for ATCS operations. IDUs shall also provide advance detection that is equal to the existing condition. If an existing mast arm serving a side street is present, the IDU providing detection for that approach shall be installed on the side street mast arm.
2. Provide in-roadway magnetometers at midblock location to facilitate ATCS cycle change functionality on the Main Line. Distance from intersection to be determined by Contractor's Traffic Engineer. Install Magnetometer Radio and Access Points as needed to provide magnetometer detection information back to the controller.
3. For IDU and magnetometer radio installation on existing mast arms, contractor to utilize existing holes and minimize drilling of holes to the furthest extent possible.
4. Contractor to submit intersection installation plan and mounting details before construction.

**Appendix M-5: Typical Installation Detail for ATCS Detection (3-Way) and Mid Block Magnetometer Detection for 2 Approaches**

Not To Scale



Legend

- |  |                                   |   |                                    |  |                       |
|--|-----------------------------------|---|------------------------------------|--|-----------------------|
|  | Intersection Detection Unit (IDU) |  | Existing Traffic Signal Mast Arm   |  | Existing Street Light |
|  | Magnetometer Radio Unit           |  | Existing Traffic Signal Controller |  |                       |
|  | Magnetometer Access Point         |  | Existing Signal Pullbox            |  |                       |
|  | Magnetometer                      |   |                                    |  |                       |

Notes:

1. One IDU shall be provided for each approach to facilitate complete vehicle presence detection (for all approaches and movements) and for ATCS operations. IDUs shall also provide advance detection that is equal to the existing condition. If an existing mast arm serving a side street is present, the IDU providing detection for that approach shall be installed on the side street mast arm.
2. Provide in-roadway magnetometers at midblock location to facilitate ATCS cycle change functionality on the Main Line. Distance from intersection to be determined by Contractor's Traffic Engineer. Install Magnetometer Radio and Access Points as needed to provide magnetometer detection information back to the controller.
3. For IDU and magnetometer radio installation on existing mast arms, contractor to utilize existing holes and minimize drilling of holes to the furthest extent possible.
4. Contractor to submit intersection installation plan and mounting details before construction.

**Appendix M-6: Typical Installation Detail for ATCS Detection (2-Way)  
and Mid Block Magnetometer Detection for 2 Approaches**

Not To Scale