



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS
PROPOSAL
CONTRACT AND BOND

FOR

SIGN REPLACEMENT
AT VARIOUS LOCATIONS

PROJECT NO. HWY-OM-2023-47

ISLAND OF OAHU

FY 2023

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NOTICE TO BIDDERS

(Chapter 103D, HRS)

The receiving of SEALED BIDS for SIGN REPLACEMENT AT VARIOUS LOCATIONS, ISLAND OF OAHU, Project No. HWY-OM-2023-47, will begin as advertised on September 23, 2022, in HiePRO. Bidders are to register and submit bids through HiePRO only. See the following HiePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is Friday, October 21, 2022, at 2:00 P.M. Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work consists of replacing signs on the island of Oahu on an “as-needed” basis.

To be eligible for award, bidders must possess a valid State of Hawaii Specialty Contractor’s “C-14” license at the time of bidding.

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

A 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Section 103-55.6, Hawaii Revised Statutes (HRS), is applicable to this project.

Compliance with Act 192, SLH 2011 is a requirement for this project whereby a minimum of 80% of the bidder's work force on this project **must** consist of Hawaii residents.

A pre-bid conference is scheduled for September 30, 2022, at 10:00 A.M. HST on Microsoft Teams. All prospective bidders or their representatives (employees) are encouraged to

attend, but attendance is not mandatory. **Due to the impacts of COVID 19, the pre-bid meeting will be conducted virtually.**

Contact Jennifer Russell, Project Manager, by phone, at (808) 692-7572, by facsimile at (808) 692-7590 or email at jennifer.t.russell@hawaii.gov to obtain the venue for the pre-bid meeting.

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

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

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

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

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

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

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

For additional information, contact Jennifer Russell, Project Manager, by phone at (808) 692-7572, by fax at (808) 692-7590 or email at Jennifer.t.russell@hawaii.gov.

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



JADE T. BUTAY
Director of Transportation

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.

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 as
2 follows:

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

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

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

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

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

22

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

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

91	HIOSH	Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii
92		
93		
94	HMA	Hot Mix Asphalt
95		
96	HRS	Hawaii Revised Statutes
97		
98	ICEA	Insulated Cable Engineers Association (formerly IPCEA)
99		
100	IMSA	International Municipal Signal Association
101		
102	IRS	Internal Revenue Service
103		
104	ITE	Institute of Transportation Engineers
105		
106	MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
107		
108		
109	NCHRP	National Cooperative Highway Research Program
110		
111	NEC	National Electric Code
112		
113	NEMA	National Electrical Manufacturers Association
114		
115	NFPA	National Forest Products Association
116		
117	NPDES	National Pollutant Discharge Elimination System
118		
119	OSHA	Occupational Safety and Health Administration/Act, U.S. Department of Labor
120		
121		
122	SAE	Society of Automotive Engineers
123		
124	SI	International Systems of Units
125		
126	UFAS	Uniform Federal Accessibility Standards
127		
128	UL	Underwriter's Laboratory
129		
130	USGS	U.S. Geological Survey
131		
132	VECP	Value Engineering Cost Proposal
133		
134		

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

139
140 **Addendum (plural - Addenda)** - A written or graphic document, including
141 drawings and specifications, issued by the Director during the bidding period. This
142 document modifies or interprets the bidding documents by additions, deletions,
143 clarifications or corrections.

144
145 **Addition** (to the contract sum) - Amount added to the contract sum by change
146 order.

147
148 **Advertisement** - A public announcement inviting bids for work to be performed or
149 materials to be furnished.

150
151 **Amendment** - A written document issued to amend the existing contract between
152 the State and Contractor and properly executed by the Contractor and Director.

153
154 **Award** - Written notification to the bidder that the bidder has been awarded a
155 contract.

156
157 **Bad Weather Day (or Unworkable Day)** - A day when weather or other conditions
158 prevent a minimum of four hours of work with the Contractor's normal work force
159 on critical path activities at the site.

160
161 **Bag** - 94 pounds of cement.

162
163 **Barrel** - 376 pounds of cement.

164
165 **Base Course** - The layer or layers of specified material or selected material of a
166 designed thickness placed on a subbase or subgrade to support a surface course.

167
168 **Basement Material** - The material in excavation or embankments underlying the
169 lowest layer of subbase, base, pavement, surfacing or other specified layer.

170
171 **Bid** - See Proposal.

172
173 **Bidder** - An individual, partnership, corporation, joint venture or other legal entity
174 submitting, directly or through a duly authorized representative or agent, a
175 proposal for the work or construction contemplated.

176
177 **Bidding Documents (or Solicitation Documents)** - The published solicitation
178 notice, bid requirements, bid forms and the proposed contract documents including
179 all addenda and clarifications issued prior to receipt of the bid.

180

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

185
186 **Blue Book** - EquipmentWatch Cost Recovery (formerly known as
187 EquipmentWatch Rental Rate Blue Book), available from EquipmentWatch, a
188 division of Penton, Inc.

189
190 **Calendar Day** - See Day.

191
192 **Change Order (or Contract Change Order)** - A written order signed by the
193 Engineer issued with or without the consent of the Contractor directing changes in
194 the work, contract time or contract price. The purposes of a change order include,
195 but are not limited to (1) establishing a price or time adjustment for changes in the
196 work; (2) establishing full payment for direct, indirect, and consequential costs,
197 including costs of delay; (3) establishing price adjustment or time adjustment for
198 work covered and affected by one or more field orders; or (4) settling Contractor's
199 claims for direct, indirect, and consequential costs, or for additional contract time,
200 in whole or in part.

201
202 **Completion** - See Substantial Completion and Final Completion.

203
204 **Completion Date** - The date specified by the contract for the completion of all
205 work on the project or of a designated portion of the project.

206
207 **Comptroller** - the Comptroller of the State of Hawaii, Department of Accounting
208 and General Services.

209
210 **Contract** - The written agreement between the Contractor and the State, by which
211 the Contractor shall provide all labor, equipment, and materials and perform the
212 specified work within the contract time stipulated, and by which the State of Hawaii
213 is obligated to compensate the Contractor at the prices set forth in the contract
214 documents.

215
216 **Contract Certification Date** - The Date on which the Deputy Comptroller for the
217 State of Hawaii (or authorized representative) signs the Contract Certification.

218
219 **Contract Completion Date** - The calendar day on which all work on the project,
220 required by the contract, must be completed. See CONTRACT TIME.

221

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

229
230 **Contract Item (Pay Item)** - A specific unit of work for which there is a price in the
231 contract.

232
233 **Contract Modification (Modification)** - A change order that is mutually agreed to
234 and signed by the parties to the contract.

235
236 **Contract Price** - The amount designated on the face of the contract for the
237 performance of work.

238
239 **Contract Time (or Contract Duration)** - The number of calendar or working days
240 provided for completion of the contract, inclusive of authorized time extensions.
241 Contract time shall commence on the Start Work Date and end on the Substantial
242 Completion Date. If in lieu of providing a number of calendar or working days, the
243 contract requires completion by a certain date, the work shall be completed by that
244 date.

245
246 **Contracting Officer** - See Engineer.

247
248 **Contractor** - Any individual, partnership, firm, corporation, joint venture, or other
249 legal entity undertaking the execution of the work under the terms of the contract
250 with the State.

251
252 **Critical Path** - Longest logical sequence of activities that must be completed on
253 schedule for the entire project to be completed on schedule.

254
255 **Day** - Any day shown on the calendar, beginning at midnight and proceeding up
256 to, but not including, midnight the following day. If no designation of calendar or
257 working day is made, "day" shall mean calendar day.

258
259 **Department** - The Department of Transportation of the State of Hawaii
260 (abbreviated HDOT).

261
262 **Director** - The Director of the HDOT acting directly or through duly authorized
263 representatives.

264
265 **Plans (or Drawings)** - The contract drawings in graphic or pictorial form including
266 the notes, tables and other notations thereon indicating the design, location,
267 character, dimensions, and details of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

316
317 **Laboratory** - The testing laboratory of the Highways Division or other testing
318 laboratories that may be designated by the Engineer.

319
320 **Laws** - All Federal, State, and local laws, executive orders and regulations having
321 the force of law.

322
323 **Leveling Course** - An aggregate mixture course of variable thickness used to
324 restore horizontal and vertical uniformity to existing pavements or shoulders.

325
326 **Liquidated Damages** - The amount prescribed in Subsection 108.08 - Liquidated
327 Damages for Failure to Complete the Work or Portions of the Work on Time, to be
328 paid to the State or to be deducted from any payments payable to or, which may
329 become payable to the Contractor.

330
331 **Lump Sum (LS)** - When used as a payment method means complete payment
332 for the item of work described in the contract documents.

333
334 **Material** - Any natural or manmade substance or item specified in the contract to
335 be incorporated in the work.

336
337 **Notice to Bidders** - The advertisement for proposals for all work or materials on
338 which bids are required. Such advertisement will indicate the location of the work
339 to be done or the character of the material to be furnished and the time and place
340 for the opening of proposals.

341
342 **Notice to Proceed** - Written notice from the Engineer to the Contractor identifying
343 the date on which the Contractor is to begin procuring materials and required
344 permits and adjusting work forces, equipment, schedules, etc. prior to beginning
345 physical work.

346
347 **Pavement** - The uppermost layer of material placed on the traveled way or
348 shoulders or both. Pavement and surfacing may be interchangeable.

349
350 **Pavement Structure** - The combination of subbase, base, pavement, surfacing or
351 other specified layer of a roadway constructed on a subgrade to support the traffic
352 load.

353
354 **Payment Bond** - The security executed by the Contractor and surety or sureties
355 furnished to the Department to guarantee payment by the Contractor to laborers,
356 material suppliers and subcontractors in accordance with the terms of the contract.

357

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

366
367 **Pre-Final Inspection** - Inspection scheduled when Contractor notifies Engineer
368 that all physical work on the project, with the exception of planting period and plant
369 establishment period, has been completed. Notice from Contractor of substantial
370 completion will suspend contract time until Contractor receives punchlist from
371 Engineer.

372
373 **Profile Grade** - The elevation or gradient of a vertical plane intersecting the top
374 surface of the proposed pavement.

375
376 **Project Acceptance Date** - The calendar day on which the Engineer accepts the
377 project as completed. See Final Completion.

378
379 **Proposal (Bid)** - The executed document submitted by a Bidder in response to a
380 solicitation request, to perform the work required by the proposed contract
381 documents, for the price quoted and within the time allotted.

382
383 **Public Traffic** - Vehicular or pedestrian movement on a public way.

384
385 **Punchlist** - A list compiled by the Engineer specifying work yet to be completed or
386 corrected by the Contractor in order to substantially complete the contract.

387
388 **Questionnaire** - The specified forms on which the bidder shall furnish required
389 information as to its ability to perform and finance the work.

390
391 **Request for Change Proposal** - A written notice from the Engineer to the
392 Contractor requesting that the Contractor provide a price and/or time proposal for
393 contemplated changes preparatory to the issuance of a field order or change order.

394
395 **Right-of-Way** - Land, property, or property interests acquired by a government
396 agency for, or devoted to transportation purposes.

397
398 **Roadbed** - The graded portion of a highway within top and side slopes, prepared
399 as a foundation for the pavement structure and shoulders.

400
401 **Roadside** - The area between the outside edges of the shoulders and the right-of-
402 way boundaries. Unpaved median areas between inside shoulders of divided
403 highways and infield areas of interchanges are included.

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

406
407 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data
408 or information which are specifically prepared or assembled by or for the
409 Contractor and submitted by the Contractor to illustrate some portion of the work.

410
411 **Shoulder** - The portion of the roadway next to the traveled way for:
412 accommodation of stopped vehicles, placement of underground facilities,
413 emergency use, and lateral support of base and surface courses.

414
415 **Sidewalk** - That portion of the roadway primarily constructed for use by
416 pedestrians.

417
418 **Solicitation** - An invitation to bid or request for proposals or any other document
419 issued by the Department to solicit bids or offers to perform a contract. The
420 solicitation may indicate the time and place to receive the bids or offers and the
421 location, nature and character of the work, construction or materials to be provided.

422
423 **Specifications** - Compilation of provisions and requirements to perform
424 prescribed work.

425
426 **(A) Standard Specifications.** Specifications by the State intended for
427 general application and repetitive use.

428
429 **(B) Special Provisions.** Revisions and additions to the standard
430 specifications applicable to an individual project.

431
432 **Standard Plans** - Drawings provided by the State for specific items of work
433 approved for repetitive use.

434
435 **State** - The State of Hawaii, its Departments and agencies, acting through its
436 authorized representative(s).

437
438 **State Waters** – All waters, fresh, brackish, or salt, around and within the State,
439 including, but not limited to, coastal waters, streams, rivers, drainage ditches,
440 ponds, reservoirs, canals, ground waters, and lakes; provided that drainage
441 ditches, ponds, and reservoirs required as a part of a water pollution control system
442 are excluded.

443
444 **Start Work Date** - Date on which Contractor begins physical work on the contract.
445 This date shall also be the beginning of Contract Time.

446
447 **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing,
448 manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation
449 drains, and other such features that may be encountered in the work.

450

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

453
454 **Subcontract** - Any written agreement between the Contractor and its
455 subcontractors which contains the conditions under which the subcontractor is to
456 perform a portion of the work for the Contractor.

457
458 **Subcontractor** - An individual, partnership, firm, corporation, joint venture or other
459 legal entity, as licensed or required to be licensed under Chapter 444, Hawaii
460 Revised Statutes, as amended, which enters into an agreement with the
461 Contractor to perform a portion of the work.

462
463 **Subgrade** - The top surface of completed earthwork on which subbase, base,
464 surfacing, pavement, or a course of other material is to be placed.

465
466 **Substantial Completion** - The Status of the project when the Contractor has
467 completed the work, except for the planting period and plant establishment period,
468 and each of the following requirements are met:

469
470 (1) All traffic lanes (including shoulders, ramps, sidewalks and bike
471 paths) are in their final configuration as designed and the final
472 wearing surface has been installed;

473
474 (2) All operational and safety devices have been installed in accordance
475 with the contract documents including guardrails, end treatments,
476 traffic barriers, required signs and pavement markings, drainage,
477 parapet, and bridge and pavement structures;

478
479 (3) All required illumination and lighting for normal and safe use and
480 operation is installed and functional in accordance with the contract
481 documents;

482
483 (4) All utilities and services are connected and working;

484
485 (5) The need for temporary traffic controls or lane closures at any time
486 has ceased, except for lane closures required for routine
487 maintenance;

488
489 (6) The building, structure, improvement or facility can be used for its
490 intended purpose.

491
492 **Substantial Completion Date** - The date the Substantial Completion is granted
493 by the Engineer in Writing and Contract Time stops.

494
495 **Superintendent** - The employee of the Contractor who is responsible for all the
496 work and is a Contractor's agent for communications to and from the State.

497

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

501
502 **Surfacing** - The uppermost layer of material placed on the traveled way or
503 shoulders. This term is used interchangeably with pavement.

504
505 **Traveled Way** - The portion of the roadway for the movement of vehicles,
506 exclusive of shoulders.

507
508 **Unsuitable Material** - Materials that contain organic matter, muck, humus, peat,
509 sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable
510 for use in earthwork.

511
512 **Utility** - A line, facility, or system for producing, transmitting, or distributing
513 communications, power, electricity, heat, gas, oil, water, steam, waste, or storm
514 water.

515
516 **Utility Owner** - The entity, whether private or owned by a State, Federal, or County
517 governmental body, that has the power and responsibility to grant approval for, or
518 undertake construction work involving a particular utility.

519
520 **Water Pollutant** - Dredged spoil, solid refuse, incinerator residue, sewage,
521 garbage, sewage sludge, munitions, chemical waste, biological materials,
522 radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil,
523 sediment, cellar dirt and industrial, municipal, and agricultural waste.

524
525 **Water Pollution** - (1) Such contamination or other alteration of the physical,
526 chemical, or biological properties of any state waters, including change in
527 temperature, taste, color, turbidity, or odor of the waters, or (2) Such discharge of
528 any liquid, gaseous, solid, radioactive, or other substances into any state waters,
529 as will or is likely to create a nuisance or render such waters unreasonably harmful,
530 detrimental, or injurious to public health, safety, or welfare, including harm,
531 detriment, or injury to public water supplies, fish and aquatic life and wildlife,
532 recreational purposes and agricultural and industrial research and scientific uses
533 of such waters or as will or is likely to violate any water quality standards, effluent
534 standards, treatment and pretreatment standards, or standards of performance for
535 new sources adopted by the Department of Health.

536
537 **Work** - The furnishing of all labor, material, equipment, and other incidentals
538 necessary or convenient for the successful execution of all the duties and
539 obligations imposed by the contract.

540
541 **Working Day** - A calendar day in which a Contractor is capable of working four or
542 more hours with its normal work force, exclusive of:
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(1) Saturdays, Sundays, and recognized legal State holidays and such other days specified by the contract documents as non-working days,

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

END OF SECTION 101

1 Make this section a part of the Standard Specifications:
2

3 **“SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**
4
5

6 **102.01 Prequalification of Bidders.** Prospective bidders shall be capable of
7 performing the work for which they are bidding.
8

9 In accordance with HRS Chapter 103D-310, the Department may require
10 any prospective bidder to submit answers to questions contained in the 'Standard
11 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'
12 furnished by the Department, properly executed and notarized, setting forth a
13 complete statement of the experience of such prospective bidder and its
14 organization in performing similar work and a statement of the equipment proposed
15 to be used, together with adequate proof of the availability of such equipment.
16 Whenever it appears to the Department, from answers to the questionnaire or
17 otherwise, that the prospective bidder is not fully qualified and able to perform the
18 intended work, the Department will, after affording the prospective bidder an
19 opportunity to be heard and if still of the opinion that the bidder is not fully qualified
20 to perform the work, refuse to receive or consider any bid offered by the
21 prospective bidder. All information contained in the answers to the questionnaire
22 shall be kept confidential. Questionnaire so submitted shall be returned to the
23 bidders after serving their purpose.
24

25 No person, firm or corporation may bid where (1) the person, firm, or
26 corporation, or (2) a corporation owned substantially by the person, firm, or
27 corporation, or (3) a substantial stockholder or an officer of the corporation, or (4)
28 a partner or substantial investor in the firm is in arrears in payments owed to the
29 State or its political subdivisions or is in default as a surety or failure to do faithfully
30 and diligently previous contracts with the State.
31

32 **102.02 Contents of Proposal Forms.** The Department will furnish prospective
33 bidders with proposal forms posted in HlePRO stating:
34

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

47 Papers bound with or attached to the proposal form are part of the proposal.
48 The bidder shall not detach or alter the papers bound with or attached to the
49 proposal when the bidder submits its proposal through HlePRO.
50

51 Also, the bidder shall consider other documents including the plans and
52 specifications a part of the proposal form whether attached or not.
53

54 **102.03 (Unassigned)**
55

56 **102.04 Estimated Quantities.** The quantities shown in the contract are
57 approximate and are for the comparison of bids only. The actual quantity of work
58 may not correspond with the quantities shown in the contract. The Department will
59 make payment to the Contractor for unit price items in accordance with the contract
60 for only the following:
61

62 (1) Actual quantities of work done and accepted, not the estimated
63 quantities; or
64

65 (2) Actual quantities of materials furnished, not the estimated quantities.
66

67 The Department may increase, decrease, or omit each scheduled
68 quantities of work to be done and materials to be furnished. When the Department
69 increases or decreases the estimated quantity of a contract item by more than 15%
70 the Department will make payment for such items in accordance with Subsection
71 104.06 - Methods of Price Adjustment.
72

73 **102.05 Examination of Contract and Site of Work.** The bidder shall examine
74 carefully the site of the proposed work and contract before submitting a proposal.
75

76 By the act of submitting a bid for the proposed contract, the bidder warrants
77 that:
78

79 (1) The bidder and its Subcontractors have reviewed the contract
80 documents and found them free from ambiguities and sufficient for the
81 purpose intended;
82

83 (2) The bidder and its workers, employees and subcontractors have the
84 skills and experience in the type of work required by the contract documents
85 bid upon;
86

87 (3) Neither the bidder nor its employees, agents, suppliers or
88 subcontractors have relied upon verbal representations from the
89 Department, its employees or agents, including architects, engineers or
90 consultants, in assembling the bid figure; and
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92 (4) The basis for the bid figure is solely on the construction contract
documents.

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

- (1) The nature and location of the work;
- (2) The character, quality, and quantity of materials;
- (3) The difficulties to be encountered; and
- (4) The kind and amount of equipment and other facilities needed;

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

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

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

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

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

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

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

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

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

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

- (1) The proposal is a form not furnished by the Department, altered, or detached;
- (2) The proposal contains unauthorized additions, conditions, or alternates. Also, the proposal contains irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous to its meaning;
- (3) The bidder adds provisions reserving the right to accept or reject an award. Also, the bidder adds provisions into a contract before an award;
- (4) The proposal does not contain a unit price for each pay item listed except authorized optional pay items; and
- (5) Prices for some items are out of proportion to the prices for other items.
- (6) If in the opinion of the Director, the bidder and its listed subcontractors do not have the Contactor's licenses or combination of Contractor's licenses necessary to complete the work.

Where the prospective bidder is bidding on multiple projects simultaneously and the proposal limits the maximum gross amount of awards that the bidder can accept at one bid letting, the proposal is not irregular if the limit on the gross amount of awards is clear and the Department selects the awards that can be given.

185 **102.08 Proposal Guaranty.** In as much as the contract to be executed is a
186 price-term, open end, or requirements contract under which the contract price, or
187 total amount to be paid the Contractor cannot be determined at the time the
188 contract is executed, the proposal guaranty required shall be in the following
189 amounts:

<u>Proposal</u>	<u>Security Amount</u>
193 A – Area 1	\$2,750.00
194 B – Area 2	\$2,750.00
195 C – Area 3	\$2,750.00
196 D – Area 4	\$2,750.00

197
198 The Department will not consider a proposal of \$25,000 or more unless
199 accompanied by:

- 200
- 201 **(1)** A deposit of legal tender; or
 - 202
 - 203 **(2)** A valid surety bid bond, underwritten by a company licensed to issue
204 bonds in the State of Hawaii, in the form and composed, substantially, with
205 the same language as provided herewith and signed by both parties; or
 - 206
 - 207 **(3)** A certificate of deposit, share certificate, cashier's check, treasurer's
208 check, teller's check, or official check drawn by, or a certified check
209 accepted by and payable on demand to the State by a bank, savings
210 institution, or credit union insured by the Federal Deposit Insurance
211 Corporation (FDIC) or the National Credit Union Administration (NCUA).
 - 212
 - 213 **(a)** The bidder may use these instruments only to a maximum of
214 \$100,000.
 - 215
 - 216 **(b)** If the required security or bond amount totals over \$100,000
217 more than one instrument not exceeding \$100,000 each and issued
218 by different financial institutions shall be acceptable.
 - 219
 - 220 **(c)** The instrument shall be made payable at sight to the
221 Department.
 - 222
 - 223 **(d)** Proposal Guaranty listed in (1) and (3) shall be in its original
224 form, and shall be received at the Contracts Office, Department of
225 Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813
226 before the bid deadline.

227
228 The above shall be in the amount of \$2,750.00 for each Area.
229

230 **102.09 Delivery of Proposal.** The bidder shall submit the proposal in HlePRO.
231 Bids received after said due date and time shall not be considered. Original bid
232 documents do not have to be submitted. Award will be made based on proposals
233 submitted in HlePRO.

234
235 **102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw or
236 revise a proposal after the bidder submits the proposal in HlePRO. Withdrawal or
237 revision of proposal must be completed before the time set for the receiving of
238 bids.

239
240 **102.11 Public Opening of Proposals.** Not applicable.

241
242 **102.12 Disqualification of Bidders.** The Department may disqualify a bidder
243 and reject its proposal for the following reasons:

244
245 (1) Submittal of more than one proposal whether under the same or
246 different name.

247
248 (2) Evidence of collusion among bidders. The Department will not
249 recognize participants in collusion as bidders for any future work of the
250 Department until such participants are reinstated as qualified bidders.

251
252 (3) Lack of proposal guaranty.

253
254 (4) Submittal of an unsigned or improperly signed proposal.

255
256 (5) Submittal of a proposal without a listing of subcontractors or
257 containing only a partial or incomplete listing of subcontractors.

258
259 (6) Submittal of an irregular proposal in accordance with Subsection
260 102.07 - Irregular Proposals.

261
262 (7) Evidence of assistance from a person who has been an employee of
263 the agency within the preceding two years and who participated while in
264 State office or employment in the matter with which the contract is directly
265 concerned, pursuant to HRS Chapter 84-15.

266
267 (8) Suspended or debarred in accordance with HRS Chapter 104-25.

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

269
270 (10) Failure to attend the mandatory pre-bid meeting, if applicable.

271
272 **102.13 Material Guaranty.** The successful bidder may be required to furnish a
273 statement of the composition, origin, manufacture of materials, and samples.

274

275 **102.14 Substitution of Materials and Equipment Before Bid Opening.** See
276 Subsection 106.13 for Substitution of Materials and Equipment After Bid Opening.

277
278 **(A) General.** When brand names of materials or equipment are
279 specified in the contract documents, they are to indicate a quality, style,
280 appearance, or performance and not to limit competition. The bidder shall
281 base its bid on one of the specified brand names unless alternate brands
282 are qualified as equal or better in an addendum. Qualification of such
283 proposed alternate brands shall be submitted via email to the Contact
284 person listed in HlePRO for the solicitation and also post a question in
285 HlePRO under the question/answer tab referencing the email with the
286 request. The request must be posted in HlePRO no later than 14 calendar
287 days before the bid opening date, not including the bid opening date
288

289 An addendum will be issued to inform all prospective bidders of any
290 accepted substitution in accordance with Subsection 102.17 – Addenda.
291

292 **(B) Statement of Variances.** The statement of variances must list all
293 features of the proposed substitution that differ from the contract documents
294 and must further certify that the substitution has no other variant features.
295 The brochure and information submitted shall be clearly marked showing
296 make, model, size, options, and any other features requested by the
297 Engineer and must include sufficient evidence to evaluate each feature
298 listed as a variance. A request will be denied if submitted without sufficient
299 evidence. If after installing the substituted product, an unlisted variance is
300 discovered, the Contractor shall immediately replace the product with a
301 specified product at no increase in contract price and contract time.
302

303 **(C) Substitution Denial.** Any substitution request not complying with
304 the above requirements will be denied.
305

306 **102.15 Preferences.**

307
308 **(A) Preference for Hawaii Products.** In accordance with ACT 174,
309 SLH 2022, effective June 27, 2022, Hawaii Products Preference shall
310 not apply to solicitations for public works construction. Therefore, the
311 Hawaii Products Preference shall not apply to this project.
312

313 **(B) Preferences for Apprenticeship Programs.** In accordance with
314 ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for
315 bidders that are parties to apprenticeship agreements pursuant to
316 Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the
317 bidder's price for evaluation purposes. These procedures apply to public
318 works projects with estimated cost of \$250,000 or more and entered into
319 under the provisions of HRS Chapter 103.
320

321 The following provisions apply to this Apprenticeship Program.
322

323 **(1)** Definitions
324

325 **(a)** “Apprenticeable trade”, HRS Section 103-55.6 (c),
326 shall have the same meaning as ‘apprenticeable occupation’
327 pursuant to Hawaii Administrative Rules (HAR) Section 30-1-
328 5.
329

330 **(b)** “Department” means the department of labor and
331 industrial relations.
332

333 **(c)** “Director” means the director of labor and industrial
334 relations.
335

336 **(d)** “Employ” means the employment of a person in an
337 employer-employee relations.
338

339 **(e)** “Governmental body” means as defined in HRS
340 Section 103D-104.
341

342 **(f)** “Party to an apprenticeship agreement” means party to
343 a registered apprenticeship program with the department of
344 labor and industrial relations.
345

346 **(g)** “Preference” means the 5% by which the qualified
347 bidder's offer amount would be decreased for evaluation
348 purposes.
349

350 **(h)** “Public work” shall be as defined in HRS Section 104-
351 2 and HAR Section 12-22-1.
352

353 **(i)** “Registered apprenticeship program” means a
354 construction trade program approved by the department
355 pursuant to HAR Section 12-30-1 and Section 12-30-4.
356

357 **(j)** “Sponsor” means an operator of an apprenticeship
358 program and in whose name the program is approved and
359 registered with the department of labor and industrial relations
360 pursuant to HAR Section 12-30-1.
361

362 **(k)** Offeror – Entity/bidder submitting a proposal to
363 undertake a project.
364

365 **(l)** Procurement Officer – Director of Transportation or his
366 authorized representative.

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(2) Qualification Procedures

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

1. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
2. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
3. The bidder is not required to have apprentices in its employ at the time of submittal of an offer to qualify for the preference.

(b) The department shall:

1. Develop and maintain a list of construction trades in registered apprenticeship programs which conform to HRS Chapter 372; and
2. Electronically post the list; including any amendments, on the department website (<http://labor.hawaii.gov>).

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

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

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

1. Contractor information;
2. Solicitation reference;
3. Trade(s);

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

(3) Solicitation Procedures.

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

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

1. Allow bidder seeking to claim the preference to state the trades the bidder will employ to perform the work;
2. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *Certification Form 1* verifying participation in an apprenticeship program registered with the department.
3. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the department's list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
4. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. Previous certifications shall not apply unless allowed

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by the solicitation.

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

(4) Evaluation and Contract Award

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

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

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

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

(5) Contract Administration

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

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

505 (c) Should the contractor fail or refuse to submit its
506 monthly certification forms, or at any time during the
507 construction of the project, cease to be a part to a registered
508 apprenticeship agreement for each apprenticeable trades the
509 contractor employs, or will employ, the contractor will be
510 subject to the following sanctions:

511
512 1. Withholding of the requested payment until the
513 required form(s) are submitted;

514
515 2. Temporary or permanent cessation of work on
516 the project, without recourse to breach of contract
517 claims by the contractor; provided the agency shall be
518 entitled to restitution for nonperformance or liquidated
519 damages claims; or

520
521 3. Proceed to debar or suspend pursuant to HRS
522 Section 103D-702.

523
524 (d) If events such as “acts of God,” acts of a public enemy,
525 acts of the State or any other governmental body in its
526 sovereign or contractual capacity, fires, floods, epidemics,
527 freight embargoes, unusually severe weather, or strikes or
528 other labor disputes prevent the contractor from submitting
529 the certification forms, the contractor shall not be penalized as
530 provided herein, provided the contractor completely and
531 expeditiously complies with the certification process when the
532 event is over.

533
534 This subsection shall not apply when its application will disqualify the
535 State from receiving federal funds or aid.

536
537 **(C) Preference for Recycled Products.** Recycled Products shall not
538 apply to this project.

539
540 **(D) Evaluation Procedures and Contract Award.** For bid evaluation,
541 the Engineer will evaluate the bids by applying the applicable
542 preferences selected by the bidders according to the contract. The
543 Engineer will base the calculations for adjustments upon the original bid
544 prices offered. If more than one preference applies, the evaluated bid
545 price shall be the sum of the original bid price plus applicable preference
546 adjustments.

547
548 If a bidder has designated use of a Hawaii Product and fails to
549 provide the product, the contract will become void and no payments will be
550 made.

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

102.16 Certification for Safety and Health Program for Bids in excess of \$100,000. In accordance with HRS Chapter 396-18, the bidder or offeror, by signing and submitting this proposal, certifies that a written safety and health plan for this project will be available and implemented by the notice to proceed date for this project. Details of the requirements of this plan may be obtained from the State Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH).

102.17 Addenda. Addenda issued shall become part of the contract documents. Addenda to the bid documents will be provided to all prospective bidders via HlePRO. Each addendum shall be an addition to the contract documents. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum.”

END OF SECTION 102

1 Make this section a part of the Standard Specifications:
2

3 **“SECTION 103 - AWARD AND EXECUTION OF CONTRACT**
4

5
6 **103.01 Consideration of Proposals.** The Department will compare the
7 proposals in terms of the summation of the products of the approximate quantities
8 and the unit bid prices after the submittal date and time established in HlePRO. If
9 a discrepancy occurs between the unit bid price and the bid price, the unit bid price
10 shall govern.
11

12 The Department reserves the right to reject proposals, waive technicalities
13 or advertise for new proposals, if the rejection, waiver, or new advertisement favors
14 the Department.
15

16 **103.02 Award of Contract.** The award of contract, if it be awarded, will be
17 made within 60 calendar days after the opening of bids, to the lowest responsible
18 bidder whose proposal complies with all the requirements. (Through HlePRO).
19 The successful bidder will be notified by letter mailed to the address shown in its
20 proposal, that its proposal has been accepted, and that it has been awarded the
21 contract.
22

23 **(1) Requirement for Award.** To be eligible for award, the apparent
24 low bidder will be contacted to submit copies of the documents listed
25 below to demonstrate compliance with HRS Section 103D-310(c). The
26 documents should be submitted to the Department as soon as possible
27 (within 14 days after bid opening unless otherwise specified in the
28 invitation for bids or an extension is granted in writing by the
29 Department). If a valid certificate/clearance is not submitted on a timely
30 basis for award of a contract, a bidder otherwise responsive and
31 responsible may not receive the award. See also Subsection 108.03 –
32 Preconstruction Data Submittal.
33

34 The Department may request the bidders to allow the Department
35 to consider the bids for the issuance of an award beyond the 60 calendar
36 day period. Agreement to such an extension must be made by a bidder
37 in writing. Only bidders who have agreed to such an extension will be
38 eligible for the award.
39

40 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53
41 and 103D-328, the successful bidder shall be required to submit a certified
42 copy of its tax clearance issued by the Hawaii State Department of Taxation
43 (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its
44 compliance with HRS Chapter 237. A tax clearance is valid for six (6)
45 months from the most recent approval stamp date on the tax clearance and

46 must be valid on the bid's first legal advertisement date or any date
47 thereafter up to the bid opening date.

48
49 FORM A6, TAX CLEARANCE CERTIFICATE, is available at
50 the following website:

51
52 <https://tax.hawaii.gov/>

53
54 To receive DOTAX Forms by fax or mail, phone
55 (808) 587-7572 or 1-800-222-7572.

56
57 The application for the Tax Clearance Certificate is the responsibility
58 of the bidder and must be submitted directly to the DOTAX or IRS. The
59 approved certificate may then be submitted to the Department.

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

73
74 FORM LIR#27, APPLICATION FOR CERTIFICATE OF
75 COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the
76 following website:

77
78 <http://labor.hawaii.gov/>

79
80 More information is available by calling the DLIR Unemployment Insurance
81 Division at (808) 586-8926.

82
83 Inquiries regarding the status of a LIR#27 Form may be made by
84 calling the DLIR Disability Compensation Division at (808) 586-9200.

85
86 The application for the Certificate of Compliance is the responsibility
87 of the bidder and must be submitted directly to the DLIR. The approved
88 certificate may then be submitted to the Department.

89
90 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section
91 103D-310(c), the successful bidder shall be required to submit a copy

92 (faxed copies are acceptable) of its approved Certificate of Good Standing
93 issued by the Hawaii State Department of Commerce and Consumer Affairs
94 (DCCA), Business Registration Division (BREG) to demonstrate that it is
95 either:

96
97 (1) Incorporated or organized under the laws of the State; or

98
99 (2) Registered to do business in the State as a separate branch
100 or division that is capable of fully performing under the contract.

101
102 The Certificate of Good Standing is valid for six (6) months from the
103 approval date on the certificate and must be valid on the bid's first legal
104 advertisement date or any date thereafter up to the bid opening date. A
105 Hawaii business that is a sole proprietorship, however, is not required to
106 register with the BREG, and therefore not required to submit a Certificate of
107 Good Standing. Bidders are advised that there are costs associated with
108 registering and obtaining a Certificate of Good Standing from the DCCA.

109
110 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line
111 Services at the following website:

112
113 <http://cca.hawaii.gov/>

114
115 The application for the Certificate of Good Standing is the
116 responsibility of the bidder and must be submitted directly to the DCCA.
117 The approved certificate may then be submitted to the Department.

118
119 (D) **Hawaii Compliance Express (HCE).** In lieu of the certificates
120 referenced above, the bidder may make available proof of compliance
121 through the Hawaii Compliance Express or any other designated
122 certification process. Bidders may apply and register at the "Hawaii
123 Compliance Express" website:

124
125 <https://vendors.ehawaii.gov/hce/>

126
127 **103.03 Cancellation of Award.** The Department reserves the right to cancel
128 the award of contracts before the execution of said contract by the parties. There
129 will be no liability to the awardee and to other bidders.

130
131 **103.04 Return of Proposal Guaranty.** The Department will return the proposal
132 guaranties, except those of the three lowest bidders, after the Department checks
133 the proposals. The Department will return the proposal guaranties of the remaining
134 two lowest bidders, not awarded the contract, within five working days following
135 the execution of the contract. The Department will return the successful bidder's
136 proposal guaranty after the successful bidder furnishes a bond and executes the
137 contract.

138 **103.05 Requirement of Contract Bond.** At the time of execution of the
139 contract, the successful bidder shall file a good and sufficient performance bond
140 and a payment bond on the forms furnished by the Department conditioned for
141 the full and faithful performance of the contract in accordance with the terms and
142 intent thereof and for the prompt payment to all others for all labor and material
143 furnished by them to the bidder and used in the prosecution of the work provided
144 for in the contract. The bidder shall limit the acceptable performance and payment
145 bonds to the following:

- 146 (a) Legal tender;
- 147
- 148 (b) Surety bond underwritten by a company licensed to issue bonds in
149 the State of Hawaii; or
- 150
- 151 (c) A certificate of deposit; share certificate; cashier's check; treasurer's
152 check, teller's check drawn by or a certified check accepted by and payable
153 on demand to the State by a bank savings institution or credit union insured
154 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit
155 Union Administration (NCUA).
- 156

- 157
- 158 1. The bidder may use these instruments only to a maximum of
159 \$100,000.
- 160
- 161 2. If the required security or bond amount totals over \$100,000
162 more than one instrument not exceeding \$100,000 each and issued
163 by different financial institutions shall be acceptable.
- 164

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

168
169 In as much as the contract to be executed is a price-term, open end, or
170 requirements contract under which the contract price, or total amount to be paid
171 the Contractor cannot be determined at the time the contract is executed, the
172 performance and payment bond amounts required for the work at each Area shall
173 be as follows:

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$55,000.00
B – Area 2	\$55,000.00
C – Area 3	\$55,000.00
D – Area 4	\$55,000.00

183 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104
184 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be
185 executed by the successful bidder and returned within ten days after the award of
186 the contract or within such further time as the Director may allow after the bidder
187 has received the contract for execution.

188

189 The contract shall not bind the Department unless said parties execute the
190 contract and the Director of Finance endorses the bidder's certificate in
191 accordance with HRS Section 103-39.

192

193 **103.07 Failure to Execute Contract.** Failure to execute the contract and file
194 acceptable bonds shall be cause for the cancellation of the award in accordance
195 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits
196 the proposal guaranty which becomes the property of the Department. This is not
197 a penalty, but liquidated damages sustained by the State. The Department may
198 then make award to the next lowest responsible bidder or the Department may
199 readvertise and construct the work under contract.”

200

201

202

203

204

END OF SECTION 103

1 **SECTION 104 – SCOPE OF WORK**
2

3 Make the following amendment to said Section:
4

5 **(I)** Amend **Subsection 104.01 - Intent of Contract, Duty of Contractor** by
6 adding the following after line 10:
7

8 “This contract covers only immediate sign replacement required to maintain
9 the public roadways in a safe and usable condition at all times. Such sign
10 replacement work shall not include any new (initial) sign installation at any location
11 of the roadways.
12

13 The Contractor will be required to respond to a sign replacement request
14 within 48 hours after notification.
15

16 Replacement of signs will be made through purchase orders placed with the
17 Contractor during the contract period for which payment will be based on the
18 quantities placed and the unit bid prices in the proposal schedule which prices shall
19 include payment for all materials, equipment, tools, labor, and incidentals
20 necessary to complete the sign replacement work.
21

22 The Contractor shall repair signs as requested by the Department from time
23 to time during the term of the contract. Payment will be made for the actual work
24 completed as provided in the contract documents.”
25

26 **(II)** Amend **Section 104.06 Methods of Price Adjustment** as follows:
27

28 **“104.06 Methods of Price Adjustment.** Any adjustment in the contract price
29 pursuant to a change or claim shall be made in one or more of the following ways:
30

31 **(1)** By written agreement on a fixed price adjustment before
32 commencement of the pertinent performance.
33

34 **(2)** By unit prices or other price adjustments specified in the contract or
35 subsequently agreed upon before commencement of the pertinent
36 performance.
37

38 **(3)** The Engineer may base the adjustment for a lump sum item on a
39 calculated proportionate unit price. The Engineer will calculate the
40 proportionate unit price by dividing the original contract lump sum price by
41 the actual or original estimated quantity established by the contract
42 documents.
43

44 **(4)** In any other lawful manner as the parties may mutually agree upon
45 before commencement of the pertinent performance.
46

47 (5) At the sole option of the Engineer, work may be paid for on a force
48 account basis in accordance with Subsection 109.06 - Force Account
49 Provisions and Compensation.
50

51 (6) By the cost variations attributable to the events or situations with
52 adjustment of profit and fee, all as specified in the contract or subsequently
53 agreed upon before commencement of the pertinent performance.
54

55 (7) In the absence of agreement by the parties:
56

57 (A) For change orders with value not exceeding \$50,000 by
58 documented actual costs of the work, allowing for overhead and
59 profit as set forth in Section 109.05 - Allowances for Overhead and
60 Profit. A change order shall be issued within fifteen days of
61 submission by the contractor of proper documentation of completed
62 force account work, whether periodic (conforming to the applicable
63 billing cycle) or final. The Engineer shall return any
64 documentation that is defective, to the contractor within fifteen days
65 after receipt, with a statement identifying the defect; or
66

67 (B) For change orders with value exceeding \$50,000 by a
68 unilateral determination by the Engineer of the costs attributable to
69 the events or situations with adjustment of profit and fee, all as
70 computed by the Engineer in accordance with applicable sections
71 of HAR Chapters 3-123 and 3-126, and Section 109.05 -
72 Allowances for Overhead and Profit. When a unilateral
73 determination has been made, a unilateral change order shall be
74 issued within ten days. Upon receipt of the unilateral change
75 order, if the contractor does not agree with any of the terms or
76 conditions, or the adjustment or nonadjustment of the contract time
77 or contract price, the contractor shall file a notice of intent to claim
78 within thirty days after the receipt of the written unilateral change
79 order. Failure to file a protest within the time specified shall
80 constitute agreement on the part of the contractor with the terms,
81 conditions, amounts, and adjustment or nonadjustment of the
82 contract time or the contract price set forth in the unilateral change
83 order.
84

85 A contractor shall be required to submit cost or pricing data if any
86 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
87 Subchapter 15. A fully executed change order or other document permitting
88 billing for the adjustment in price under any method listed in Subsections 104.06(1)
89 through 104.06(7) shall be issued within ten days after agreement on the method
90 of adjustment."
91

92 (III) Amend **Section 104.11 (B) Contractor’s Duty to Locate and Protect**
93 **Utility** by adding the following after line 291:

94
95 “(4) The Contractor shall contact the Hawaii One Call Center at 811 prior to
96 any excavation in a public right of way or on private property.”

97
98 (IV) Amend **Section 104 – Scope of Work** by adding the following after line
99 318:

100
101 “**104.13 Performance of Work.** The Contractor shall perform work satisfactorily
102 in the judgement of the Engineer during the contract period. If it appears at any
103 time that the work contracted to be performed is not satisfactory, the Engineer may
104 require the Contractor to furnish and place in operation such additional force and
105 equipment as the Engineer shall deem necessary to bring the work up to
106 satisfactory status. In case the Contractor fails to comply after five working days
107 from the date of receipt of such a written order from the Engineer, the Engineer
108 may employ a working force and equipment and charge the Contractor for the
109 reasonable cost thereof including the depreciation for equipment or he may
110 terminate the contract.

111
112 **104.14 Contract to be Open-Ended.** The requirement for service to be
113 furnished by the Contractor will be on an “as-needed” basis as called for in these
114 specifications at the applicable unit price bid during the term of this contract and in
115 such numbers as may be required by the State. The unit price bid indicated by the
116 Contractor shall be applicable and binding under the terms of this contract.

117
118 Payment for services will be made by purchase order.”

119
120
121
122
123
124

END OF SECTION 104

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

4
5
6 (I) Amend **105.01 – Authority** to read as follows:

7
8 **“105.01 Authority.**

9
10 **(A) Authority of the Engineer.** The Engineer is the representative of
11 the Director and has all the authority of the Director with respect to the
12 contract. The Engineer will make decisions on all questions that may arise
13 regarding the contract, such as, but not limited to:

- 14 (1) Interpretation of the contract documents.
- 15 (2) Acceptability of the materials furnished and work performed.
- 16 (3) Manner of performance and rate of progress of the work.
- 17 (4) Acceptable fulfillment of the contract on the part of the
- 18 Contractor.
- 19 (5) Compensation under the contract.
- 20
- 21
- 22
- 23
- 24
- 25

26 The Engineer’s decisions on questions, claims, and disputes will be
27 final and conclusive subject to Subsection 107.15 – Disputes and Claims.

28
29 The Engineer may delegate specific authority to act for the Engineer
30 to a specific person or persons. Such delegation of authority shall be
31 established in writing and shall become effective upon delivery to the
32 Contractor.

33
34 **(B) Authority of the Inspectors.** Inspectors, as a representative of the
35 Engineer or other agencies, will inspect the work done and materials
36 furnished. Such inspection may extend to the preparation, fabrication or
37 manufacture of the materials to be used. The Inspector does not have
38 authority vested in the Engineer unless specifically delegated in writing.
39 The Inspector may not alter or waive the provisions of the contract, issue
40 instructions contrary to the contract, or act as agent or representative of the
41 Contractor.

42
43 Failure of an Inspector at any time to reject non-conforming work
44 shall not be considered a waiver of the State’s right to require work in strict
45 conformity with the contract documents as a condition of final acceptance.

46

47 **(C) Authority of the Consultant and Construction Management.** The
48 State may engage consultants and construction managements to perform
49 duties in connection with the work. Unless otherwise specified in writing to
50 the Contractor, such retained consultants and construction managements
51 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 items that
57 the Contractor must submit to the Engineer for review and acceptance. The
58 Contractor shall review all submittals for correctness, conformance with the
59 requirements of the contract documents and completeness before submitting them
60 to the Engineer. The submittal shall indicate the contract items and specifications
61 subsections for which the submittal is provided. The submittal shall be legible and
62 clearly indicate what portion of the submittal is being submitted for review. The
63 Contractor shall provide six copies of the required submissions at the earliest
64 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 an electronic set of the special provisions and plans.”
71 The Contractor shall have and maintain at least one set of plans and
72 specifications on the work site, at all times.

73
74 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
75 421 to 432 to read as follows:

76
77 **“(D) No Designated Storage Area.** If no storage area is designated
78 within the contract documents, materials and equipment may be stored
79 anywhere within the State highway right-of-way, provided such storage and
80 access to and from such site, within the sole discretion of the Engineer,
81 does not create a public or traffic hazard or an impediment to the movement
82 of traffic.”

83
84 **(V) Amend Subsection 105.16(B) – Substituting Subcontractors** by revising
85 the second sentence from line 490 to line 493 to read:

86
87 “Contractors may enter into subcontracts only with subcontractors listed in the
88 proposal or with non-listed joint contractors/subcontractors permitted under
89 Subsection 102.06 – Preparation of Proposal.”

90
91
92

END OF SECTION 105

1 **SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**

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3
4
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20

Make the following amendment to said Section:

(I) Amend **106.05(B) – Deviation** by revising the third sentence from line 106 to 108 to read as follows:

“Any deviations will be subject to Subsection 102.14 – Substitution of Materials and Equipment Before Bid Opening.

(II) Amend **106.11 Steel and Iron Construction Material** from line 238 to line 277 to read as follows

“106.11 Steel and Iron Construction Material. (Not Applicable)”

END OF SECTION 106

1 **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

2
3 Make the following amendments to said Section:

4
5
6 **(I)** Amend **Section 107.01 Insurance Requirements** from lines to 81 to
7 read as follows:

8
9 **“(A) Obligation of Contractor.** Contractor shall not commence any
10 work until it obtains, at its own expense, all required insurance described
11 herein. Such insurance shall be provided by an insurance company
12 authorized by the laws of the State to issue such insurance in the State of
13 Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the
14 carrier has a Best’s Rating of “A-VII” or better. The Contractor shall
15 maintain and ensure all insurance policies are current for the full period of
16 the contract until final acceptance of the work by the State.

17
18 The Certificate of Insurance shall contain: a clause that it is agreed
19 that any insurance maintained by the State of Hawaii will apply in excess
20 of, and not contribute with, insurance provided by this policy; and shall be
21 accompanied by endorsement form CG2010 or equivalent naming the
22 State as an additional insured to the policy which status shall be
23 maintained for the full period of the contract until final acceptance of the
24 work by State.

25
26 The Contractor shall obtain all required insurance as part of the
27 contract price. Where there is a requirement for the State of Hawaii and
28 its officers and employees to be named as additional insureds under any
29 Contractor’s insurance policy, before the State of Hawaii issues the Notice
30 to Proceed, the Contractor shall obtain and submit to the Engineer a
31 Certificate of Insurance and a written policy endorsement that confirms the
32 State of Hawaii and its officers and employees are additional insureds for
33 the specific State project number and project title under such insurance
34 policies. The written policy endorsement must be issued by the insurance
35 company insuring the Contractor for the specified policy type or by an
36 agent of such insurance company who is vested with the authority to issue
37 a written policy endorsement. The insurer’s agent shall also submit
38 written confirmation of such authority to bind the insurer. Any delays in
39 the issuance of the Notice to Proceed attributed to the failure to obtain the
40 proof of the State of Hawaii and its officers and employees’ additional
41 insured status shall be charged to the Contractor.
42

43 A mere Certificate of Insurance issued by a broker who represents
44 the Contractor (but not the Contractor's insurer), or by any other party who
45 is not authorized to contractually name the State as an additional insured
46 under the Contractor's insurance policy, is not sufficient to meet the
47 Contractor's insurance obligations.
48

49 Certificates shall contain a provision that coverages being certified
50 will not be cancelled or materially changed without giving the Engineer at
51 least thirty (30) days prior written notice. Contractor will immediately
52 provide written notice to the Director should any of the insurance policies
53 evidenced on its Certificate of Insurance form be cancelled, reduced in
54 scope or coverage, or not renewed upon expiration. Should any policy be
55 canceled before final acceptance of the work by the State, and the
56 Contractor fails to immediately procure replacement insurance as
57 specified, the State, in addition to all other remedies it may have for such
58 breach, reserves the right to procure such insurance and deduct the cost
59 thereof from any money due or to become due to the Contractor.
60

61 Nothing contained in these insurance requirements is to be
62 construed as limiting the extent of Contractor's responsibility for payment
63 of damages resulting from its operations under this contract, including the
64 Contractor's obligation to pay liquidated damages, nor shall it affect the
65 Contractor's separate and independent duty to defend, indemnify and hold
66 the State harmless pursuant to other provisions of this contract. In no
67 instance will the State's exercise of an option to occupy and use
68 completed portions of the work relieve the Contractor of its obligation to
69 maintain the required insurance until the date of final acceptance of the
70 work.
71

72 All insurance described herein shall be primary and cover the
73 insured for all work to be performed under the contract, all work performed
74 incidental thereto or directly or indirectly connected therewith, including
75 but not limited to traffic detour work, barricades, warnings, diversions, lane
76 closures, and other work performed outside the work area and all change
77 order work.
78

79 The Contractor shall, from time to time, furnish the Engineer, when
80 requested, satisfactory proof of coverage of each type of insurance
81 required covering the work. Failure to comply with the Engineer's request
82 may result in suspension of the work, and shall be sufficient grounds to
83 withhold future payments due the Contractor and to terminate the contract
84 for Contractor's default.
85

86 **(B) Types of Insurance.** Contractor shall purchase and
87 maintain insurance described below which shall provide coverage
88 against claims arising out of the Contractor's operations under the

89 contract, whether such operations be by the Contractor itself or by any
90 subcontractor or by anyone directly or indirectly employed by any of
91 them or by anyone for whose acts any of them may be liable.
92

93 **(1) Workers' Compensation.** The Contractor shall obtain
94 worker's compensation insurance for all persons whom they
95 employ in carrying out the work under this contract. This insurance
96 shall be in strict conformity with the requirements of the most
97 current and applicable State of Hawaii Worker's Compensation
98 Insurance laws in effect on the date of the execution of this contract
99 and as modified during the duration of the contract.
100

101 **(2) Auto Liability.** The Contractor shall obtain Auto Liability
102 Insurance covering all owned, non-owned and hired autos with a
103 Combined single Limit of not less than \$1,000,000 per occurrence
104 for bodily injury and property damage with the State of Hawaii
105 named as additional insured. Refer to SPECIAL CONDITIONS for
106 any additional requirements.
107

108 **(3) General Liability.** The Contractor shall obtain General
109 Liability insurance with a limit of not less than \$2,000,000 per
110 occurrence and in the Aggregates for each of the following:
111

- 112 (a) Products - Completed/Operations Aggregate,
- 113
- 114 (b) Personal & Advertising Injury, and
- 115
- 116 (c) Bodily Injury & Property Damage
117

118 The General Liability insurance shall include the State as an
119 Additional Insured. The required limit of insurance may be provided
120 by a single policy or with a combination of primary and excess
121 policies. Refer to SPECIAL CONDITIONS for any additional
122 requirements.
123

124 **(4) Builders Risk For All Work.** The Contractor shall take out
125 a policy of builder's risk insurance for the full replacement value of
126 the project work; from a company licensed or otherwise authorized
127 to do business in the State of Hawaii; naming the State as an
128 additional insured under each policy; and covering all work, labor,
129 and materials furnished by such Contractor and all its
130 subcontractors against loss by fire, windstorm, tsunamis,
131 earthquakes, lightning, explosion, other perils covered by the
132 standard Extended Coverage Endorsement, vandalism, and
133 malicious mischief. Refer to SPECIAL CONDITIONS for any
134 additional requirements."

135 (II) Add **Section 107.18 Citizen and Residential Labor Force** after line 745
136 to read as follows:

137

138 **“107.18 Citizen and Residential Labor Force.**

139

140 (A) **Citizen Labor.** No person shall be employed as a laborer or
141 mechanic unless such person is a citizen of the United States or eligible to
142 become one; provided that persons without such qualifications may be
143 employed with the approval of the Governor until persons who are citizens
144 and are competent for such services are available for hire.

145

146 (B) **Residential Labor Force.** In accordance with Act 192; SLH 2011,
147 no less than eighty (80) percent of the bidder's labor force working on the
148 contract shall be provided by Hawaii residents. This act applies to all
149 construction procurements under HRS Chapter 103D; however this act
150 does not apply to procurements for professional services under Section
151 103D-304 and small purchases under Section 103D-305. This act is also
152 applicable to any subcontract of \$50,000.00 or more in connection with
153 this contract.

154

155 Resident means a person who is physically present in the State of
156 Hawaii at the time the person claims to have established the person's
157 domicile in the State of Hawaii and shows the person's intent is to make
158 Hawaii the person's primary residence.

159

160 (C) Percentage of workforce shall be determined by dividing the labor
161 hours (including subcontractors) provided by residents working on the
162 project divided by the total number of hours worked by all employees of
163 the contractor in the performance of the contract. Hours worked by
164 employees within shortage trades as determined by the Department of
165 Labor and Industrial Relations shall not be included in the calculation of
166 this percentage.

167

168 (D) Certification of compliance with the forgoing provisions shall be
169 made by the contractor in the form of a written oath submitted to the
170 Procurement Officer on a monthly basis for the duration of the contract.

171

172 (E) Sanctions for non compliance with these provisions are as follows:

173

174 (1) With respect to the General Contractor, withholding of
175 payment on the contract until the Contractor or its Subcontractor
176 complies with HRS Chapter 103B as amended by Act 192, SLH
177 2011.

178

179 **(2)** Proceedings for debarment or suspension of the Contractor
180 or Subcontractor under Hawaii Revised Statutes § 103D-702.

181
182 This Section shall not apply when its application will disqualify the State
183 from receiving federal funds or aid.”

184
185
186
187
188

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 which
9 case the Contractor’s remedies are exclusively those set forth in Subsection 108.10
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 this
14 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 for
44 the user agency and the public at the end of each stage.
45

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

- 61
62 (1) List of the Superintendent and other Supervisory Personnel, and their
63 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 times
91 provide adequate supervision and sufficient labor and equipment for prosecuting the
92 work to full completion in the manner and within the time required by the contract.
93 The superintendent and all other representatives of the Contractor shall act in a civil
94 and honest manner in all dealings with the Engineer, all other State officials and
95 representatives, and the public, in connection with the work.

96
97 All workers shall possess the proper license, certification, job classification,
98 skill, training, and experience necessary to properly perform the work assigned to
99 them.

100
101 The Engineer may direct the removal of any worker(s) who does not carry
102 out the assigned work in a proper and skillful manner or who is disrespectful,
103 intemperate, violent, or disorderly. The worker shall be removed forthwith by the
104 Contractor and will not work again without the written permission of the Engineer.

105
106 **108.05 Contract Time.**

107
108 **(A) Calculation of Contract Time.** When the contract time is on a
109 working day basis, the total contract time allowed for the performance of the
110 work will be the number of working days shown in the contract plus any
111 additional working days authorized in writing as provided hereinafter. The
112 count of elapsed working days to be charged against contract time, will begin
113 from the Start Work Date and will continue consecutively to the date of
114 Substantial Completion. When multiple shifts are used to perform the work,
115 the State will not consider the hours worked over the normal eight working
116 hours per day or night as an additional working day.

117
118 When the contract is on a calendar day basis, the total contract time
119 allowed for the performance of the work will be the number of days shown in
120 the contract plus any additional days authorized in writing as provided
121 hereinafter. The count of elapsed days to be charged against contract time
122 will begin from the Start Work Date and will continue consecutively to the
123 date of Substantial Completion. The Engineer will exclude days elapsing
124 between the orders of the Engineer to suspend work and resume work for
125 suspensions not the fault of the Contractor.

126
127 **(B) Modifications of Contract Time.** Whenever the Contractor believes
128 that an extension of contract time is justified, the Contractor shall serve
129 written notice on the Engineer not more than five working days after the
130 occurrence of the event that causes a delay or justifies a contract time
131 extension. Contract time may be adjusted for the following reasons or
132 events, but only if and to the extent the critical path has been affected:

133
134 **(1) Changes in the Work, Additional Work, and Delays Caused**
135 **by the State.** If the Contractor believes that an extension of time is

136 justified on account of any act or omission by the State, and is not
137 adequately provided for in a field order or change order, it must
138 request the additional time as provided above. At the request of the
139 Engineer, the Contractor must show how the critical path will be
140 affected and must also support the time extension request with
141 schedules, as well as statements from its subcontractors, suppliers, or
142 manufacturers, as necessary. Claims for compensation for any
143 altered or additional work will be determined pursuant to Subsection
144 104.02 – Changes.

145
146 Additional time to perform the extra work will be added to the
147 time allowed in the contract without regard to the date the change
148 directive was issued, even if the contract completion date has passed.
149 A change requiring time issued after contract time has expired will not
150 constitute an excusal or waiver of pre-existing Contractor delay.

151
152 **(2) Delay for Permits.** For delays in the routine application and
153 processing time required to obtain necessary permits, including
154 permits to be obtained from State agencies, the Engineer may grant
155 an extension provided that the permit takes longer than 30 days to
156 acquire and the delay is not caused by the Contractor, and provided
157 that as soon as the delay occurs, the Contractor notifies the Engineer
158 in writing that the permits are not available. Permits required by the
159 contract that take less than 30 days to acquire from the time which the
160 appropriate documents are granted shall be acquired between Notice
161 to Proceed and Start Work Date or accounted for in the contractor's
162 progress schedule. Time extensions will be the exclusive relief
163 granted on account of such delays.

164
165 **(3) Delays Beyond Contractor's Control.** For delays caused by
166 acts of God, a public enemy, fire, inclement weather days or adverse
167 conditions resulting therefrom, earthquakes, floods, epidemics,
168 quarantine restrictions, labor disputes impacting the Contractor or the
169 State, freight embargoes and other reasons beyond the Contractor's
170 control, the Contractor may be granted an extension of time provided
171 that:

172
173 **(a)** In the written notice of delay to the Engineer, the
174 Contractor describes possible effects on the completion date of
175 the contract. The description of delays shall:

176
177 **1.** State specifically the reason or reasons for the
178 delay and fully explain in a detailed chronology how the
179 delay affects the critical path.

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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.

(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.

(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:

(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.

(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:

1. State specifically all reasons for the delay. Explain in a detailed chronology the effect of the delay on the critical path.

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.

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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.

263 (d) Delays caused by the failure of the Contractor to make
264 submittals in a timely manner for review and acceptance by the
265 Engineer, such as but not limited to shop drawings, descriptive
266 sheets, material samples, and color samples except as covered
267 in Subsection 108.05(B)(3) – Delays Beyond Contractor’s
268 Control and 108.05(B)(4) – Delays in Delivery of Materials or
269 Equipment.

271 (e) Delays caused by the failure to submit sufficient
272 information and data in a timely manner in the proper form in
273 order to obtain necessary permits related to the work.

275 (f) Failure to follow the procedure within the time allowed
276 by contract to request a time extension.

278 (g) Failure of the Contractor to provide evidence sufficient
279 to support the time extension request.

281 (7) **Reduction in Time.** If the State deletes or modifies any portion
282 of the work, an appropriate reduction of contract time may be made in
283 accordance with Subsection 104.02 - Changes.

284
285 **108.06 Progress Schedules.**

286
287 (A) **Forms of Schedule.** All schedules shall be submitted using the
288 specific computer program designated in the bid documents. If no such
289 scheduling software program is designated, then all schedules shall be
290 submitted using the latest version of Microsoft Project by Microsoft or
291 approved equivalent software program.

292
293 Schedule submittals shall be as follows:

294
295 (1) **For Contracts \$2,000,000 or less or For Contract Time 100**
296 **Working Days or 140 Calendar Days or Less.** For contracts of
297 \$2,000,000 or less or for contract time of 100 working days or 140
298 calendar days or less, the progress schedule will be a Time Scaled
299 Logic Diagram (TSLD). The Contractor shall submit a TSLD submittal
300 package meeting the following requirements and having these
301 essential and distinctive elements:

302
303 (a) The major features of work, such as but not limited to
304 BMP installation, grubbing, roadway excavation, structure
305 excavation, structure construction, shown in the chronological
306 order in which the Contractor proposes to work that feature or
307 work and its location on the project. The schedule shall account
308 for normal inclement weather, unusual soil or other conditions

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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.

355 **(2) For Contracts Which Have A Contract Amount More Than**
356 **\$2,000,000 Or Having A Contract Time Of More Than 100 Working**
357 **Days Or 140 Calendar Days.** For contracts which have a contract
358 amount more than \$2,000,000 or contract time of more than 100
359 working days or 140 calendar days, the Contractor shall submit a
360 Timed-Scaled Logic Diagram (TSLD) meeting the following
361 requirements and having these essential and distinctive elements:
362

363 (a) The information and requirements listed in Subsection
364 108.06(A)(1) – For Contracts \$2,000,000 or Less or For
365 Contract Time 100 Working Days or 140 Calendar Days or
366 Less.

367
368 (b) Additional reports and graphics available from the
369 software as requested by the Engineer.

370
371 (c) Sufficient detail to allow at least weekly monitoring of the
372 Contractor and subcontractor's operations.

373
374 (d) The time scaled schematic shall be on a calendar or
375 working days basis. What will be used shall be determined by
376 how the contract keeps track of time. It will be the same. Plot
377 the critical calendar dates anticipated.

378
379 (e) Breakdown of activity, such as forming, placing
380 reinforcing steel, concrete pouring and curing, and stripping in
381 concrete construction. Indicate location of work to be done in
382 such detail that it would be easily determined where work would
383 be occurring within approximately 200 feet.

384
385 (f) Latest start and finish dates for critical path activities.

386
387 (g) Identify responsible subcontractor, supplier, and others
388 for their respective activity.

389
390 (h) No individual activity shall have duration of more than 20
391 calendar days unless requested and approved by the Engineer.

392
393 (i) All activities shall have work breakdown structure codes
394 and activity codes. The activity codes shall have coding that
395 incorporates information for phase, location, who is
396 responsible for doing work and type of operation and activity
397 description.

398
399 (j) Incorporate all physical access and availability
400 restraints.

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(B) Inspection and Testing. All schedules shall provide reasonable time and opportunity for the Engineer to inspect and test each work activity.

(C) Engineer’s Acceptance of Progress Schedule. The submittal of, and the Engineer’s receipt of any progress schedule, shall not be deemed an agreement to modify any terms or conditions of the contract. Any modifications to the contract terms and conditions that appear in or may be inferred from an acceptable schedule will not be valid or enforceable unless and until the Engineer exercises discretion to issue an appropriate change order. Nor shall any submittal or receipt imply the Engineer’s approval of the schedule’s breakdown, its individual elements, any critical path that may be shown, nor shall it obligate the State to make its personnel available outside normal working hours or the working hours established by the Contract in order to accommodate such schedule. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution. No claim for additional compensation, time, or both, shall be made by the Contractor or recognized by the Engineer for delays during any period for which an acceptable progress schedule or an updated progress schedule as required by Subsection 108.06(E) – Contractor’s Continuing Schedule Submittal Requirements had not been submitted. Any acceptance or approval of the schedule shall be for general format only and shall not be deemed an agreement by the State that the construction means, methods, and resources shown on the schedule will result in work that conforms to the contract requirements or that the sequences or durations indicated are feasible.

(D) Initial Progress Schedule. The Contractor shall submit an initial progress schedule. The initial progress schedule shall consist of the following:

- (1)** Four sets of the TSLD schedule.
- (2)** All the software files and data to re-create the TSLD in a computerized software format as specified by the Engineer.
- (3)** A listing of equipment that is anticipated to be used on the project. Including the type, size, make, year of manufacture, and all information necessary to identify the equipment in the Rental Rate Blue Book for Construction Equipment.
- (4)** An anticipated manpower requirement graph plotting contract time and total manpower requirement. This may be superimposed over the payment graph.

445 (5) A Method Statement that is a detailed narrative describing the
446 work to be done and the method by which the work shall be
447 accomplished for each major activity. A major activity is an activity
448 that:

- 449 (a) Has a duration longer than five days.
- 450 (b) Is a milestone activity.
- 451 (c) Is a contract item that exceeds \$10,000 on the contract
452 cost proposal.
- 453 (d) Is a critical path activity.
- 454 (e) Is an activity designated as such by the Engineer.

455 Each Method Statement shall include the following items
456 needed to fulfill the schedule:

- 457 (a) Quantity, type, make, and model of equipment.
 - 458 (b) The manpower to do the work, specifying worker
459 classification.
 - 460 (c) The production rate per eight hour day, or the working
461 hours established by the contract documents needed to meet
462 the time indicated on the schedule. If the production rate is not
463 for eight hours, the number of working hours shall be indicated.
- 464 (6) Two sets of color time-scaled project evaluation and review
465 technique charts ("PERT") using the activity box template of Logic –
466 Early Start or such other template designated by the Engineer.

467 If the contract documents establish a sequence or order for the work,
468 the initial progress schedule shall conform to such sequence or order.

469 **(E) Contractor's Continuing Schedule Submittal Requirements.** After
470 the acceptance of the initial TSLD and when construction starts, the
471 Contractor shall submit four plotted progress schedules, two PERT charts,
472 and reports on all construction activities every two weeks (bi-weekly). This
473 scheduled bi-weekly submittal shall also include an updated version of the
474 project schedule in a computerized software format as specified by the
475 Engineer. The submittal shall have all the information needed to re-create
476 that time period's TSLD plot and reports. The bi-weekly submittal shall
477 include, but not limited to, an update of activities based on actual durations,
478
479

490 all new activities and any changes in duration or start or finish dates of any
491 activity.

492
493 The Contractor shall submit with every update, in report form
494 acceptable to the Engineer, a list of changes to the progress schedule since
495 the previous schedule submittal. The Engineer may change the frequency
496 of the submittal requirements but may not require a submittal of the schedule
497 to be more than once a week. The Engineer may decrease the frequency of
498 the submittal of the bi-weekly schedule.

499
500 The Contractor shall submit updates of the anticipated work
501 completion graph, equipment listing, manpower requirement graph or
502 method statement when requested by the Engineer. The Contractor shall
503 submit such updates within 4 calendar days from the date of the request by
504 the Engineer.

505
506 The Engineer may withhold progress payment until the Contractor is
507 in compliance with all schedule update requirements

508
509 **(F) Float.** All float appearing on a schedule is a shared commodity. Float
510 does not belong to or exist for the exclusive use or benefit of either the State
511 or the Contractor. The State or the Contractor has the opportunity to use
512 available float until it is depleted. Float has no monetary value.

513
514 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly basis
515 with the Engineer to review the progress schedule. The Contractor shall have
516 someone attending the meeting that can answer all questions on the TSLD
517 and other schedule related submittals.

518
519 **(H) Accelerated Schedule; Early Completion.** If the Contractor submits
520 an accelerated schedule (shorter than the contract time), the Engineer's
521 review and acceptance of an accelerated schedule does not constitute an
522 agreement or obligation by the State to modify the contract time or completion
523 date. The Contractor is solely responsible for and shall accept all risks and
524 any delays, other than those that can be directly and solely attributable to the
525 State, that may occur during the work, until the contract completion date. The
526 contract time or completion date is established for the benefit of the State
527 and cannot be changed without an appropriate change order or Substantial
528 Completion granted by the State. The State may accept the work before the
529 completion date is established, but is not obligated to do so.

530 If the TSLD indicates an early completion of the project, the Contractor
531 shall, upon submittal of the schedule, cooperate with the Engineer in
532 explaining how it will be achieved. In addition, the Contractor shall submit
533 the above explanation in writing which shall include the State's part, if any, in
534 achieving the early completion date. Early completion of the project shall not
535 rely on changes to the Contract Documents unless approved by the
536 Engineer.

537
538 **(I) Contractor Responsibilities.** The Contractor shall promptly respond
539 to any inquiries from the Engineer regarding any schedule submission. The
540 Contractor shall adjust the schedule to address directives from the Engineer
541 and shall resubmit the TSLD package to the Engineer until the Engineer finds
542 it acceptable.
543

544 The Contractor shall perform the work in accordance with the
545 submitted TSLD. The Engineer may require the Contractor to provide
546 additional work forces and equipment to bring the progress of the work into
547 conformance with the TSLD at no increase in contract price or contract time
548 whenever the Engineer determines that the progress of the work does not
549 insure completion within the specified contract time.
550

551 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the
552 Contractor shall be available to meet once a week with the Engineer at the time and
553 place as determined by the Engineer to discuss the work and its progress including
554 but not limited to, the progress of the project, potential problems, coordination of
555 work, submittals, erosion control reports, etc. The Contractor's personnel attending
556 shall have the authority to make decisions and answer questions.
557

558 The Contractor shall bring to weekly meetings a detailed work schedule
559 showing the next three weeks' work. Directly submit an informational copy of the
560 three-week schedule to the Material Testing Research Branch (MTRB) on the same
561 day as the weekly meeting is held or was to be held. An informational copy is for
562 informational use only and requires no response or further action from the MTRB.
563 Number of copies of the detailed work schedule to be submitted will be determined
564 by the Engineer. The three-week schedule is in addition to the TSLD and shall in
565 no way be considered as a substitute for the TSLD or vice versa. The three-week
566 schedule shall show:
567

568 **(a)** All construction events, traffic control and BMP related activities in
569 such detail that the Engineer will be able to determine at what location and
570 type of work will be done for any day for the next three weeks. This is for the
571 State to use to plan its manpower requirements for that time period.
572

573 **(b)** The duration of all events and delays.
574

575 (c) The critical path clearly marked in red or marked in a manner that
576 makes it clearly distinguishable from other paths and is acceptable to the
577 Engineer.

578
579 (d) Critical submittals and requests for information (RFI's).

580
581 (e) The project title, project number, date created, period the schedule
582 covers, Contractor's name and creator of the schedule on each page.

583
584 Two days prior to each weekly meeting, the Contractor shall submit a
585 list of outstanding submittals, RFIs and issues that require discussion.

586
587 **108.08 Liquidated Damages for Failure to Complete the Work or Portions of**
588 **the Work on Time.** The actual amount of damages resulting from the Contractor's
589 failure to complete the contract in a timely manner is difficult to accurately determine.
590 Therefore, the amount of such damages shall be liquidated damages as set forth
591 herein and in the special provisions. The State may, at its discretion, deduct the
592 amount from monies due or that may become due under the contract.

593
594 When the Contractor fails to reach substantial completion of the work for
595 which liquidated damages are specified, within the time or times fixed in the contract
596 or any extension thereof, in addition to all other remedies for breach that may be
597 available to the State, the Contractor shall pay liquidated damages to the State, in
598 the amount of \$100 per working day.

599
600 (A) **Liquidated Damages Upon Termination.** If the State terminates on
601 account of Contractor's default, liquidated damages may be charged against
602 the defaulting Contractor and its surety until final completion of work.

603
604 (B) **Liquidated Damages for Failure to Complete the Punchlist.** The
605 Contractor shall complete the work on any punchlist created after the pre-
606 final inspection, within the contract time or any extension thereof.

607
608 When the Contractor fails to complete the work on such punchlist
609 within the contract time or any extension thereof, the Contractor shall pay
610 liquidated damages to the State of 20 percent of the amount of liquidated
611 damages established for failure to substantially complete the work within
612 contract time. Liquidated damages shall not be assessed for the period
613 between:

614
615 (1) Notice from the Contractor that the project is substantially
616 complete and the time the punchlist is delivered to the Contractor.

617
618 (2) The date of the completion of punchlist as determined by the
619 Engineer and the date of the successful final inspection, and
620

621 (3) The date of the Final Inspection that results in Substantial
622 Completion and the receipt by the Contractor of the written notice of
623 Substantial Completion.

624
625 (C) **Actual Damages Recoverable If Liquidated Damages Deemed**
626 **Unenforceable.** In the event a court of competent jurisdiction holds that any
627 liquidated damages assessed pursuant to this contract are unenforceable,
628 the State will be entitled to recover its actual damages for Contractor's failure
629 to complete the work, or any designated portion of the work within the time
630 set by the contract.

631
632 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
633 addition to all other remedies available to the State for Contractor's breach of the
634 terms of the contract, the Engineer will assess the rental fees in the amount of \$500
635 for every one-to fifteen-minute increment for each roadway lane closed to public use
636 or occupied beyond the time periods authorized in the contract or by the Engineer.
637 The maximum amount assessed per day shall be \$5,000. The State may, at its
638 discretion, deduct the amount from monies due or that may become due under the
639 contract. The rental fee may be waived in whole or part if the Engineer determines
640 that the unauthorized period of lane closure or occupancy was due to factors beyond
641 the control of the Contractor. Equipment breakdown is not a cause to waive lane
642 rental fees.

643
644 **108.10 Suspension of Work.**

645
646 (A) **Suspension of Work.** The Engineer may, by written order, suspend
647 the performance of the work, either in whole or in part, for such periods as
648 the Engineer may deem necessary, for any cause, including but not limited
649 to:

650
651 (1) Weather or soil conditions considered unsuitable for
652 prosecution of the work.

653
654 (2) Whenever a redesign that may affect the work is deemed
655 necessary by the Engineer.

656
657 (3) Unacceptable noise or dust arising from the construction even
658 if it does not violate any law or regulation.

659
660 (4) Failure on the part of the Contractor to:

661
662 (a) Correct conditions unsafe for the general public or for
663 the workers.

664
665 (b) Carry out orders given by the Engineer.

666 (c) Perform the work in strict compliance with the provisions
667 of the contract.

668
669 (c) Provide adequate supervision on the jobsite.

670
671 (5) The convenience of the State.

672
673 **(B) Partial and Total Suspension.** Suspension of work on some but not
674 all items of work shall be considered a “partial suspension”. Suspension of
675 work on all items shall be considered “total suspension”. The period of
676 suspension shall be computed from the date set out in the written order for
677 work to cease until the date of the order for work to resume.

678
679 **(C) Reimbursement to Contractor.** In the event that the Contractor is
680 ordered by the Engineer in writing as provided herein to suspend all work
681 under the contract for the reasons specified in Subsections 108.10(A)(2),
682 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the
683 Contractor may be reimbursed for actual direct costs incurred on work at the
684 jobsite, as authorized in writing by the Engineer, including costs expended
685 for the protection of the work. An allowance of 5 percent for indirect
686 categories of delay costs will be paid on any reimbursed direct costs,
687 including extended branch and home-office overhead and delay impact
688 costs. No allowance will be made for anticipated profits. Payment for
689 equipment which is ordered to standby during such suspension of work shall
690 be made as described in Subsection 109.06(H) - Idle and Standby
691 Equipment.

692
693 **(D) Cost Adjustment.** If the performance of all or part of the work is
694 suspended for reasons beyond the control of the Contractor except an
695 adjustment shall be made for any increase in cost of performance of this
696 contract (excluding profit) necessarily caused by such suspension, and the
697 contract modified in writing accordingly.

698
699 However, no adjustment to the contract price shall be made for any
700 suspension, delay, or interruption:

701
702 (1) For weather related conditions.

703
704 (2) To the extent that performance would have been so
705 suspended, delayed, or interrupted by any other cause, including the
706 fault or negligence of the Contractor.

707
708 (3) Or, for which an adjustment is provided for or excluded under
709 any other provision of this Contract.

710

711 **(E) Claims for Adjustment.** Any adjustment in contract price made shall
712 be determined in accordance with Subsections 104.02 – Changes and
713 104.06 – Methods of Price Adjustment.
714

715 Any claims for such compensation shall be filed in writing with the
716 Engineer within 30 days after the date of the order to resume work or the
717 claim will not be considered. The claim shall conform to the requirements of
718 Subsection 107.15(D) – Making of a Claim. The Engineer will take the claim
719 under consideration, may make such investigations as are deemed
720 necessary and will be the sole judge as to the equitability of the claim. The
721 Engineer’s decision will be final.
722

723 **(F) No Adjustment.** No provision of this clause shall entitle the
724 Contractor to any adjustments for delays due to failure of its surety, the
725 cancellation or expiration of any insurance coverage required by the contract
726 documents, for suspensions made at the request of the Contractor, for any
727 delay required under the contract, for suspensions, either partial or whole,
728 made by the Engineer under Subsection 108.10(A)(4) of the “Suspension of
729 work” paragraph.
730

731 **108.11 Termination of Contract for Cause.**
732

733 **(A) Default.** If the Contractor refuses or fails to perform the work, or any
734 separable part thereof, with such diligence as will assure its completion within
735 the time specified in this contract, or any extension thereof, or commits any
736 other material breach of this contract, and further fails within seven days after
737 receipt of written notice from the Engineer to commence and continue
738 correction of the refusal or failure with diligence and promptness, the
739 Engineer may, by written notice to the Contractor, declare the Contractor in
740 breach and terminate the Contractor’s right to proceed with the work or the
741 part of the work as to which there has been delay or other breach of contract.
742 In such event, the State may take over the work, perform the same to
743 completion, by contract or otherwise, and may take possession of, and utilize
744 in completing the work, the materials, appliances, and plants as may be on
745 the site of the work and necessary therefore. Whether or not the Contractor’s
746 right to proceed with the work is terminated, the Contractor and the
747 Contractor’s sureties shall be liable for any damage to the State resulting
748 from the Contractor’s refusal or failure to complete the work within the
749 specified time.
750

751 **(B) Additional Rights and Remedies.** The rights and remedies of the
752 State provided in this contract are in addition to any other rights and remedies
753 provided by law.
754

755 **(C) Costs and Charges.** All costs and charges incurred by the State,
756 together with the cost of completing the work under contract, will be deducted

757 from any monies due or which would or might have become due to the
758 Contractor had it been allowed to complete the work under the contract. If
759 such expense exceeds the sum which would have been payable under the
760 contract, then the Contractor and the surety shall be liable and shall pay the
761 State the amount of the excess.

762
763 In case of termination, the Engineer will limit any payment to the
764 Contractor to the part of the contract satisfactorily completed at the time of
765 termination. Payment will not be made until the work has satisfactorily been
766 completed and all required documents, including the tax clearance required
767 by Subsection 109.11 – Final Payment are submitted by the Contractor.
768 Termination shall not relieve the Contractor or Surety from liability for
769 liquidated damages.

770
771 **(D) Erroneous Termination for Cause.** If, after notice of termination of
772 the Contractor's right to proceed under this section, it is determined for any
773 reason that good cause did not exist to allow the State to terminate as
774 provided herein, the rights and obligations of the parties shall be the same
775 as, and the relief afforded the Contractor shall be limited to, the provisions
776 contained in Subsection 108.12 – Termination for Convenience.

777
778 **108.12 Termination For Convenience.**

779
780 **(A) Terminations.** The Director may, when the interests of the State so
781 require, terminate this contract in whole or in part, for the convenience of the
782 State. The Director will give written notice of the termination to the Contractor
783 specifying the part of the contract terminated and when termination becomes
784 effective.

785
786 **(B) Contractor's Obligations.** The Contractor shall incur no further
787 obligations in connection with the terminated work and on the date set in the
788 notice of termination the Contractor shall stop work to the extent specified.
789 The Contractor shall also terminate outstanding orders and subcontracts as
790 they relate to the terminated work. The Contractor shall settle the liabilities
791 and claims arising out of the termination of subcontracts and orders
792 connected with the terminated work subject to the State's approval. The
793 Engineer may direct the Contractor to assign the Contractor's right, title, and
794 interest under terminated orders or subcontracts to the State. The Contractor
795 must still complete the work not terminated by the notice of termination and
796 may incur obligations as necessary to do so.

797
798 **(C) Right to Construction and Goods.** The Engineer may require the
799 Contractor to transfer title and to deliver to the State in the manner and to the
800 extent directed by the Engineer, the following:

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- (1) Any completed work.
- (2) Any partially completed construction, goods, materials, parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction material") that the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.
- (3) The Contractor shall protect and preserve all property in the possession of the Contractor in which the State has an interest. If the Engineer does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction materials for the State's account in accordance with the standards of HRS Chapter 490:2-706.

(D) Compensation.

- (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by HAR Subchapter 15, Chapter 3-122. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Engineer may pay the Contractor, if at all, an amount set in accordance with Subsection 108.12(D)(3).
- (2) The Engineer 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 construction, supplies, and construction materials under Subsection 108.12(C)(3), and the proportionate contract price of the work not terminated.
- (3) Absent complete agreement, the Engineer will pay the Contractor the following amounts less any payments previously made under the contract:
 - (a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a 5 percent markup on the actual direct costs, including amounts paid to subcontractor, less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall

847 be reduced to reflect the anticipated rate of loss. No anticipated
848 profit or consequential damage will be due or paid.

849
850 **(b)** Subcontractors shall be paid a markup of 10 percent on
851 their direct job costs incurred to the date of termination. No
852 anticipated profit or consequential damage will be due or paid
853 to any subcontractor. These costs must not include payments
854 made to the Contractor for subcontract work during the contract
855 period.

856
857 **(c)** The total sum to be paid the Contractor shall not exceed
858 the total contract price reduced by the amount of any sales of
859 construction supplies, and construction materials.

860
861 **(4)** Cost claimed, agreed to, or established by the State shall be in
862 accordance with HAR Chapter 3-123.

863
864 **108.13 Pre-Final and Final Inspections.**

865
866 **(A) Inspection Requirements.** Before the Engineer undertakes a final
867 inspection of any work, a pre-final inspection must first be conducted. The
868 Contractor shall notify the Engineer that the work has reached substantial
869 completion and is ready for pre-final inspection.

870
871 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work has
872 reached substantial completion, the Contractor shall inspect the project and
873 test all installed items with all of its subcontractors as appropriate. The
874 Contractor shall also submit the following documents as applicable to the
875 work:

- 876
877 **(1)** All written guarantees required by the contract.
878
879 **(2)** Two accepted final field-posted drawings as specified in
880 Section 648 – Field-Posted Drawings;
881
882 **(3)** Complete weekly certified payroll records for the Contractor
883 and Subcontractors.
884
885 **(4)** Certificate of Plumbing and Electrical Inspection.
886
887 **(5)** Certificate of building occupancy as required.
888
889 **(6)** Certificate of Soil and Wood Treatments.
890
891 **(7)** Certificate of Water System Chlorination.
892

893 (8) Certificate of Elevator Inspection, Boiler and Pressure Pipe
894 Inspection.

895
896 (9) Maintenance Service Contract and two copies of a list of all
897 equipment installed.

898
899 (10) Current Tax clearance. The contractor will be required to
900 submit an additional tax clearance certificate when the final payment
901 is made.

902
903 (11) And any other final items and submittals required by the
904 contract documents.

905
906 (C) **Procedure.** When in compliance with the above requirements, the
907 Contractor shall notify the Engineer in writing that the project has reached
908 substantial completion and is ready for pre-final inspection.

909
910 The Engineer will then make a preliminary determination as to whether
911 or not the project is substantially complete and ready for pre-final inspection.
912 The Engineer may, in writing, postpone the pre-final inspection until all the
913 items listed in Subsection 108.13(B) – Pre-Final Inspection, are submitted
914 and accepted or in the sole opinion of the Engineer the work is not
915 substantially complete or a combination of both. The Engineer may give a
916 waiver to the Contract Document requirements for the pre-final, which will be
917 written, only if the waiver can justify that it is in the best interest of the State
918 to do so.

919
920 If in the sole opinion of the Engineer, the project's work status is not
921 substantially complete, the Engineer may deny the pre-inspection from being
922 held until it is a qualifying condition. The Engineer may at its sole discretion
923 provide the Contractor a punchlist of specific deficiencies in writing which
924 shall be corrected or finished before the work will be ready for a pre-final
925 inspection. The Engineer needs to do so only if in its sole opinion the project's
926 status of the work is near or at an acceptable condition for a pre-final
927 inspection before requesting one. The Engineer may add to or otherwise
928 modify this punchlist from time to time. The Contractor shall take immediate
929 action to correct the deficiencies and must repeat all steps described above
930 including written notification.

931
932 If the Engineer finds the work status is substantially complete after a
933 pre-final inspection but finds deficiencies that are required to be corrected
934 before the work is ready for a final inspection, the Engineer will prepare in
935 writing and deliver to the Contractor a punchlist describing such deficiencies.

936
937 After the Engineer is satisfied that the project appears substantially
938 complete a final inspection shall be scheduled within ten working days after

939 receipt of the Contractor's latest letter of notification that the project is ready
940 for final inspection.

941
942 At any time before final acceptance, the Engineer may revoke the
943 determination of substantial completion if the Engineer finds that it was not
944 warranted and will notify the Contractor in writing the reasons therefore
945 together with a description of the deficiencies negating the declaration.

946
947 When the date of substantial completion has been determined by the
948 State, liquidated damages for the failure to complete the punchlist, if due to
949 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated
950 Damages for Failure to Complete the Punchlist.

951
952 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a
953 punchlist after pre-final inspection, the Contractor shall promptly devote all
954 required time, labor, equipment, materials and incidentals to correct and
955 remedy all punchlist deficiencies. The Engineer may add to or otherwise
956 modify this punchlist until substantial completion of the project.

957
958 Before final inspection of the work, the Contractor shall clean all
959 ground occupied by the Contractor in connection with the work of all rubbish,
960 excess materials temporary structures and equipment, shall remove all
961 graffiti and defacement of the work and all parts of the work and the worksite
962 must be left in a neat and presentable condition to the satisfaction of the
963 Engineer.

964
965 Final inspection will occur within ten working days after the Contractor
966 notifies the Engineer in writing that all punchlist deficiencies remaining after
967 the pre-final inspection have been completed and the Engineer concurs. If
968 the Engineer determines that deficiencies still remain at the final inspection,
969 the work will not be accepted and the Engineer will notify the Contractor, in
970 writing, of the deficiencies which shall be corrected and the steps above
971 repeated.

972
973 If the Contractor fails to correct the deficiencies and complete the work
974 by the established or agreed date, the State may correct the deficiencies by
975 whatever method it deems appropriate and deduct the cost from any
976 payments due the Contractor.

977
978 **108.14 Substantial Completion and Final Acceptance.**

979
980 **(A) Substantial Completion.** When the Engineer finds that the
981 Contractor has satisfactorily completed all work for the project in compliance
982 with the contract, with the exception of the planting period and the plant
983 establishment period, the Engineer will notify the Contractor, in writing, of the
984 project's substantial completion, effective as of the date of the final

985 inspection. The substantial completion date shall determine end of contract
986 time and relieve contractor of any additional accumulation of liquidated
987 damages for failure to complete the punchlist.
988

989 **(B) Final Acceptance.** When the Engineer finds that the Contractor has
990 satisfactorily completed all contract work in compliance with the contract
991 including all plant establishment requirements, and all the materials have
992 been accepted by the State, the Engineer will issue a Final Acceptance
993 Letter. The Final Acceptance date shall determine the commencement of all
994 guaranty periods subject to Subsection 108.16 – Contractor’s Responsibility
995 for Work; Risk of Loss or Damage.
996

997 **108.15 Use of Structure or Improvement.** The State has the right to use the
998 structure, equipment, improvement, or any part thereof, at any time after it is
999 considered by the Engineer as available. In the event that the structure, equipment
1000 or any part thereof is used by the State before final acceptance, the Contractor is
1001 not relieved of its responsibility to protect and preserve all the work until final
1002 acceptance.
1003

1004 **108.16 Contractor’s Responsibility for Work; Risk of Loss or Damage.** Until
1005 the written notice of final acceptance has been received, the Contractor shall take
1006 every precaution against loss or damage to any part of the work by the action of the
1007 elements or from any other cause whatsoever, whether arising from the
1008 performance or from the non-performance of the work. The Contractor shall rebuild,
1009 repair, restore and make good all loss or damage to any portion of the work resulting
1010 from any cause before its receipt of the written notice of final acceptance and shall
1011 bear the risk and expense thereof.
1012

1013 The risk of loss or damage to the work from any hazard or occurrence that
1014 may or may not be covered by a builder’s risk policy is that of the Contractor and
1015 Surety, unless such risk of loss is placed elsewhere by express language in the
1016 contract documents.
1017

1018 **108.17 Guarantee of Work.**
1019

1020 **(1)** Regardless of, and in addition to, any manufacturers’ warranties, all
1021 work and equipment shall be guaranteed by the Contractor against defects
1022 in materials, equipment or workmanship for one year from the date of final
1023 acceptance or as otherwise specified in the contract documents.
1024

1025 **(2)** When the Engineer determines that repairs or replacements of any
1026 guaranteed work and equipment is necessary due to materials, equipment,
1027 or workmanship which are inferior, defective, or not in accordance with the
1028 terms of the contract, the Contractor shall, at no increase in contract price or
1029 contract time, and within five working days of receipt of written notice from
1030 the State, commence to all of the following:

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(a) Correct all noted defects and make replacements, as directed by the Engineer, in the equipment and work.

(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.

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(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:

- (1)** All written guarantees required by the contract.
- (2)** Complete and certified weekly payrolls for the Contractor and its subcontractor's.
- (3)** Certificate of plumbing and electrical inspection.
- (4)** Certificate of building occupancy.
- (5)** Certificate for soil treatment and wood treatment.
- (6)** Certificate of water system chlorination.
- (7)** Certificate of elevator inspection, boiler and pressure pipe installation.
- (8)** Tax clearance.
- (9)** All other documents required by the Contract or by law.

(B) Failure to Meet Closing Requirements. The Contractor shall meet the applicable closing requirements within 60 days from the date of Project Acceptance or the agreed to Punchlist complete date. Should the Contractor fail to comply with these requirements, the Engineer may terminate the contract for cause.”

END OF SECTION 108

47 **(IV)** Amend **Subsection 109.11 Final Payment** by revising lines 568 to 576 to
48 read as follows:

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(3) A current “Certificate of Vendor Compliance” issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor’s compliance with

(a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service;

(b) Chapters 383, 386, 392, and 393, HRS; and

(c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

Sums necessary to meet the claims of any governmental agencies may be withheld from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.”

END OF SECTION 109

1 Make this section part of the standard specifications:
2

3 **“SECTION 110 - SIGN REPLACEMENT**
4

5 **110.01 Scope of Work.** The work shall consist of furnishing all labor,
6 necessary equipment, materials and traffic control, to replace signs on the Island of
7 Oahu on an as needed basis. Sign replacement for roadside signs, excluding
8 destination signs, involves replacing sign, replacing pole, replacing sign and pole,
9 straightening sign, and cleaning off graffiti. Sign replacement for roadside and
10 overhead destination signs involves replacing sign panel only, replacing sign and
11 frame complete, repairing light frame structure, repairing support frame structure,
12 and cleaning off graffiti. All work shall be performed in a professional manner in
13 accordance with current practices and this document. All sign parts and debris shall
14 be removed daily at all locations. See Section 110.03 – Area of Coverage. All signs
15 older than 10-years old shall be replaced where necessary or as directed by the
16 Engineer.

17
18 The Contractor shall work as directed by the Highways Division’s Oahu
19 District Maintenance Engineer. The Contractor, as per Section 110.04 Safety and
20 Convenience, shall provide traffic control and its cost shall be inclusive of sign
21 replacement work cost.

22
23 The Contractor shall salvage all removed signs and deliver them to the
24 Highways Division’s Oahu District Maintenance Engineer, Sign Crew, and its cost
25 shall be inclusive of the sign replacement work cost.

26
27 The Contractor shall possess a “C-14” Sign Contractor’s license for the full
28 term of the contract, and shall have possessed the license and have performed
29 similar work for at least two years prior to the bid date. Failure to meet this
30 requirement shall be cause for disqualification.

31
32 **110.02 Contract Period and Option to Extend.** The period of the contract
33 shall be for 12 months commencing from the date indicated in the “Notice to
34 Proceed” from the Department. There is an option to extend for two additional 12-
35 month periods, without re-bidding, upon mutual agreement in writing prior to the
36 contract expiration date, provided the initial bid price remains the same. The
37 maximum contract period is 36 months.

38
39 Failure by the Contractor to execute the amendment to extend the contract
40 within the number of days specified under Section 103.07 - Failure to Execute
41 Contract may be cause for cancellation of the written agreement to extend the
42 contract and may be subject to disqualification from bidding future projects for a
43 two-year period in accordance with Section 102.12 - Disqualification of Bidders.

44
45 **110.03 Area of Coverage.** The project requires the Contractor to replace
46 signs at various locations on the Island of Oahu. Work shall be grouped into four
47 areas along with the corresponding routes as shown on the attached map of the

48 island of Oahu (Figure 1). Note: There are numerous side streets with or without
49 route numbers along State highways where State Jurisdiction extends various
50 distances into side streets. The four areas are:

51

52

(A) Area 1:

53

Route 64, Sand Island Access Road and Sand Island Parkway

54

Nimitz Highway (92) to Sand Island Park Entrance

55

Route 78, Moanalua Freeway

56

Kamehameha Highway (99) On-Ramp to Moanalua Freeway to

57

Moanalua Freeway Overpass (Structure over H-1)

58

Route 92, Kam-Nimitz Highway

59

Main Gates at Pearl Harbor and Hickam AFB to Kalihi Stream Bridge

60

Route 92, Nimitz Highway

61

Kalihi Stream Bridge to Richards Street

62

Route 92, Ala Moana Boulevard

63

Richards Street to 135 feet South of Kalakaua Avenue

64

Route 99, Kamehameha Highway

65

Waiawa Interchange to Pearl Harbor Interchange

66

Route 99, Farrington Highway

67

Waiawa Interchange

68

Route 7239, Ulune Street and Halawa Valley Road

69

North East of Kahuapaani Street to Iwaiwa Street

70

Route 7241, Kahuapaani Street

71

Salt Lake Boulevard to Halawa Heights Road

72

Route 7241, Halawa Heights Road

73

Kikania Street to Fernridge Place

74

Route 7310, Puuloa Road

75

Kam-Nimitz Highway (92) to Mahiole Street

76

Route 7345, Jarrette White Road

77

Mahiole Street to Tripler Hospital Gate

78

Route 7350, Bougainville Drive

79

Radford Drive (7351) to Salt Lake Boulevard

80

Route 7351, Radford Drive

81

Kamehameha Highway (99) to Bougainville Drive (7350)

82

Route 7401, Kamehameha Highway

83

Middle Street to Kalihi Stream Bridge

84

Route 7413, Liliha Street

85

North King Street to School Street

86

Route 7415, Middle Street

87

Kamehameha Highway (99) to Mauka of H-1 Freeway

88

*Route H-1, Waiawa Interchange to Kahauiki Interchange

89

Pearl City/ Waipahu to Middle Street

90

Route H-3, Halawa Interchange to Halawa Portal of Harano

91

Tunnel

92

Route H201, Moanalua Freeway

93

Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange

94

Ala Ike Street (Leeward Community College)

95

Kaua Street

96

Middle Street (7415) to Pineapple Place

97

Lagoon Drive

98

Nimitz Highway (92) to Koapaka Street

99 Moanalua Road (Waiiau Interchange)
 100 Ewa of Kaulike Drive to Kokohead of Hoomalu Street
 101 North King Street
 102 Middle Street (7415) to Ola Lane Overpass
 103 Pacific Street
 104 425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in
 105 Iwilei
 106 Salt Lake Boulevard
 107 Kahuapaani Street (7241) to Luapele Drive
 108 Sumner Street
 109 Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei
 110 Waiawa Road (Near Leeward Community College)
 111 Farrington Highway (99) to Ala Ike Street
 112

(B) Area 2:

114 Route 76, Fort Weaver Road
 115 Navy Reservation Gate to Interstate Route H-1
 116 Route 93, Farrington Highway
 117 Palailai Interchange to Kaena Point State Park
 118 Route 93, Farrington Highway (Makakilo Interchange)
 119 Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both
 120 sides of intersection
 121 Route 95, Kalaeloa Boulevard and Malakole Street
 122 Palailai Interchange to Vicinity of Kaiholo Street
 123 Route 750, Kunia Road
 124 Interstate Route H-1 to Wilikina Drive (99)
 125 Route 901, Fort Barrette Road
 126 Barbers Point Naval Reservation to Makakilo Drive Overpass
 127 Route 7101, Farrington Highway
 128 Fort Weaver Road (76) to Waiawa Interchange
 129 Route 7110, Farrington Highway
 130 Fort Weaver Road (76) to Old Fort Weaver Road
 131 Route 7141, Iroquois Road
 132 Fort Weaver Road (76) to West Loch Ammunition Depot
 133 Route 7142, Waipahu Street
 134 Kamehameha Highway (99) to Makai End of H-1 Overpass
 135 Route H-1, Kalaeloa Boulevard to Waiawa Interchange
 136

(C) Area 3:

138 Route 80, Kamehameha Highway
 139 Wilikina Drive (99) to Kamananui Road (99)
 140 Route 83, Joseph P. Leong Highway
 141 Kamehameha Highway (99) to Kamehameha Highway (83)
 142 Route 83, Kamehameha Highway
 143 Kahalewai Place to Kahaluu Bridge
 144 Route 83, Kahekili Highway
 145 Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway
 146 (63)
 147
 148
 149 Route 83, Likelike Highway

150 Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay
 151 Drive (65)
 152 Route 83, Kamehameha Highway
 153 Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali Hwy (61)
 154 Route 99, Kamehameha Highway
 155 Weed Junction (Haleiwa) to Kamananui Road (99)
 156 Route 99, Kamananui Road
 157 Kamehameha Highway (99) to Wilikina Drive (99)
 158 Route 99, Wilikina Drive
 159 Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange
 160 Route 930, Farrington Highway
 161 Dillingham Airfield to Kaukonahua Road at Thompson Corner
 162 Route 930, Kaukonahua Road
 163 Kaukonahua Road at Thompson Corner to South of Paukauila Stream
 164 Route 7012, Whitmore Avenue
 165 Kamehameha Highway (80) to Helemano Naval Reservation
 166 Route 7013, Meheula Parkway (Mililani Interchange)
 167 Beginning of Northbound On-Ramp to End of Southbound Off-Ramp
 168 Route 7160, Ka Uka Boulevard (Waipio Interchange)
 169 Moaniani Street to the beginning of Mililani Memorial Park Road
 170 Route H-2, Wahiawa Interchange to Waiawa Interchange
 171 Leilehua Golf Course Road (Leilehua Interchange)
 172 Kamehameha Highway (99) to Northbound Off-Ramp (H-2)

173
 174
 175 **(D) Area 4:**

176 Route 61, Pali Highway
 177 Vinevard Boulevard (98) to Castle Junction
 178 Route 61, Kalaniana'ole Highway
 179 Castle Junction to Waimanalo Junction
 180 Route 61, Kailua Road
 181 Waimanalo Junction to Kawainui Bridge
 182 Route 63, Kalihi Street
 183 Nimitz Highway (92) to School Street
 184 Route 63, Likelike Highway
 185 School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)
 186 Route 65, Kaneohe Bay Drive
 187 Kamehameha Highway (83) to Vicinity of Kaimalu Place
 188 Route 65, Kaneohe Bay Drive
 189 Malae Place to Kailua Interchange (H-3)
 190 Route 65, Mokapu Saddle Road
 191 Kaneohe Bay Drive (65) to Ilipilo Street
 192 Route 65, Mokapu Boulevard
 193 Ilipilo Street to North Kalaheo Avenue
 194 Route 72, Kalaniana'ole Highway
 195 Waimanalo Junction to Ainakoa Avenue
 196 Route 98, Vineyard Boulevard
 197 H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian Overpass)
 198 Route 98, Halona Street
 199 Houghtailing Street to Palama Street
 200 Route 98, Olomea Street

- 201 Houghtailing Street to Palama Street
- 202 Route 7601, Old Waialae Road (Kapiolani Interchange)
- 203 Kapiolani Boulevard to North King Street
- 204 Route 7801, Waialae Avenue
- 205 17th Avenue to Kilauea Avenue
- 206 *Route H-1, Middle Street (7415) to Ainakoa Avenue
- 207 Route H-3, Haiku Portal of Harano Tunnel to Kaneohe Marine
- 208 Corp Base
- 209 Bingham Street
- 210 Punahou Street to Vicinity of Isenberg Street
- 211 Funchal Street
- 212 Pauoa Road to Pali Highway (61)
- 213 Kapahulu Avenue
- 214 Harding Avenue to Kapiolani Boulevard
- 215 Keeaumoku Street
- 216 Kinau Street to Kaihee Street
- 217 Kokohead Avenue
- 218 Harding Avenue to Pahoia Avenue
- 219 Lunalilo Street
- 220 Ernest Street to Keeaumoku Street
- 221 McCully Street
- 222 Beretania Street to Dole Street
- 223 Metcalf Street
- 224 Dole Street to Alexander Street
- 225 Papaku Place
- 226 Near Piikoi/H-1 On-Ramp (East)
- 227 South King/ Harding Avenue
- 228 Waialae Avenue (near Humane Society) to Second Avenue
- 229 Waiaka Road
- 230 Waiaka Place to Kapiolani Boulevard
- 231 Waokanaka Street

232

233 *Note: Night work is required. Refer to Section 110.04 – Safety and

234 Convenience

235

236 **110.04 Safety and Convenience.** The Contractor shall at all times conduct

237 his work to assure the least possible obstruction to public traffic. The Safety and

238 convenience of the general public and the protection of persons and property is of

239 utmost importance, and the Contractor shall provide appropriate traffic control and

240 safety measures. The Contractor and his employees shall treat members of the

241 public in a fair and polite manner. Workers shall present a professional appearance

242 and conduct themselves in a professional manner at all times.

243

244 All Traffic Control and safety measures shall be done in Conformance with

245 the “Administrative Rules of Hawaii Governing the Use of Traffic Control Devices

246 at Work Sites on or Adjacent to Public Streets and Highways” adopted by the

247 Director of Transportation, and the current U.S. Federal Highway Administration

248 “Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. See Section

249 645 – Work Zone Traffic Control.

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Do not close traffic lanes or slow down traffic during the following peak hours:

Morning Peak Hours	6:00 A.M. to 8:30 A.M.
Afternoon Peak Hours	3:00 P.M. to 6:00 P.M.

Morning Peak Hours from 6:00 A.M. to 9:00 A.M. shall be observed for Interstate Routes H-2 and H-3, Likelike and Pali Highways, Nimitz Highway/ Ala Moana Boulevard, and Fort Weaver Road.

Above peak hours are daily except Saturdays, Sundays and holidays.

Night work is required for Interstate Route H-1 (from Palailai Interchange to Ainakoa Avenue). The night work hours are from 10:00 P.M. to 4:30 A.M. Areas 1 and 4 are affected.

The Contractor must notify all private property owners in the vicinity where sign replacement is performed in the event that the work may hinder access to their property. The Contractor must also secure permission prior to entering private property to do sign work, if any.

The Contractor must submit a "Permit to Perform Work Upon State Highways" application. Work upon State Highways shall not be performed until the application is approved by the district office.

The Contractor shall remove debris daily and shall leave the work site in a condition equal to or cleaner than prior to commencing work. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract.

110.05 Hours of Operation. The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order. Normal working days and hours for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays. Refer to Section 645 – Work Zone Traffic Control. Authorized Highways personnel will contact the Contractor to schedule work, as needed. All services requested after normal work hours may be charged in accordance with Subsection 107.04 – Overtime and Night Work.

110.06 Disposal of Debris. The Contractor shall be responsible for all hauling and dump fees and shall include the cost of these items in his bid. Any unauthorized or illegal disposal is grounds for termination of the contract.

110.07 Work Orders. Prepare a work order (Figure 2) for each sign replacement or group of sign replacements in the same location. The work order shall also include the construction time schedule. The cost for erosion control plans

297 or BMP plans shall be incidental to the various contract items. At certain work sites,
298 erosion control plans or BMP plans will be requested by the Engineer. Submit the
299 work order for approval to the Highways Division Field Engineer, Oahu District
300 Office, 727 Kakoi Street, Honolulu, Hawaii 96819. Work shall not be performed
301 unless the Contractor receives an approved work order. The Engineer or his
302 representative shall authorize any increases in total price.

303

304 **110.08 Basis of Payment.** Payment shall be made by purchase order.
305 The Contractor shall submit monthly progress payments to the Oahu District
306 Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered.
307 (See Subsection 109.08 - Progress Payments).

308

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310

END OF SECTION 110

1 **SECTION 630 – TRAFFIC CONTROL GUIDE SIGNS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Section 630.02 - Materials**, by replacing lines 28 to 29 to read:

6
7 “Retroreflective sheeting shall conform to criteria listed in ASTM D 4956
8 for the applicable type and class, or as amended in accordance with Subsection
9 750.01 - Signs.”

10
11 **(II)** Amend **Subsection 630.03 – Construction** by adding the following after
12 line 203 to read:

13
14 **“(J) Removal of Graffiti.** Remove and clean graffiti with approved
15 graffiti removal solvent. Solvent shall be formulated specifically to remove
16 graffiti from traffic signs.”

17
18 **(III)** Amend **Subsection 630.04(C)**, lines 213 to 221 to read as follows:

19
20 **“(C)** Post, post and arms; route marker assembly; directional sign post;
21 footing; street name sign; street name sign on traffic signal mast arm;
22 relocation of existing sign; flanged channel or galvanized square tube post
23 for destination sign; breakaway steel post and foundation for
24 ground-mounted destination sign; replacement of existing sign panel with
25 new destination sign panel; overlay panel; removing, storing and installing
26 existing sign onto overhead sign structure; and overhead sign supports
27 and foundation will be paid per pay unit, as shown in the proposal
28 schedule.”

29
30 **(IV)** Amend **Subsection 630.04 - Measurement**, by adding the following after
31 line 222 to read:

32
33 **“(D)** The Engineer will measure graffiti removal per square foot in
34 accordance with the contract documents.”

35
36 **(V)** Amend **630.05 – Payment** by revising lines 223 to 303 to read as follows:

37
38 **“630.05 Payment.** The Engineer will pay for destination, expressway,
39 directional and exit number sign panels at the contract price per square foot for
40 the type specified complete in place. Payment will be full compensation for the
41 work prescribed in this section and the contract documents.

42
43 The Engineer will pay for overhead mounted expressway sign (“E”
44 designation) post and arm at the contract price per each type as specified
45 complete in place. Payment will be full compensation for the work prescribed in
46 this section and the contract documents.

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The Engineer will pay for directional sign (“DIR” designation) posts at the contract price per each for the type specified complete in place. Payment shall be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for route marker assemblies at the contract price per each for the type and design specified complete in place. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for footings for destination and ground mounted expressway signs (“E” designation) at the contract price per each, complete in place. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will not pay for removing and disposing or storing of existing and temporary signs that the Contractor will not incorporate in the completed highway separately. The Engineer will consider them incidental to the various contract items.

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

Pay Item	Pay Unit
Panel for _____	Square Foot
Overlay Panel for _____	Square Foot
Destination Sign _____	Square Foot
Slip Base Post for _____	Each
Galvanized Steel _____	Each
Street Name Sign _____	Each
Type _____ Route Marker _____	Each
Graffiti Removal for _____	Square Foot

When the Engineer accepts an alternate design, the total amount paid shall be full compensation for furnishing and installing materials and furnishing equipment, tools, labors, and incidentals necessary to complete the work. The Engineer will not make payment for additional materials, equipment, tools, labor

93 and other incidentals that might become necessary to complete the installation
94 due to the alternate design.

95

96

97

98

END OF SECTION 630

1 **SECTION 631 – TRAFFIC CONTROL, REGULATORY, WARNING, AND**
2 **MISCELLANEOUS SIGNS**

3
4 Make the following amendment to said Section:

5
6 **(I)** Amend Section 631.03(C) Labeling of Signs, from lines 42 to 51 to read:

7
8 **“(C) Labeling of Signs.** Label back of each sign with sign stickers as
9 directed by the State. Sign stickers will be provided by the State.”

10
11 **(II)** Amend **Section 631.03 – Construction** by adding the following after line
12 66 to read:

13
14 **“(G) Removal of Graffiti.** Remove and clean graffiti with approved
15 graffiti removal solvent. Solvent shall be formulated specifically to remove
16 graffiti from traffic signs.

17
18 **(H) Straightening of Signs.** Reset sign and post(s) that are not
19 plumb. Foundation for post(s) shall be new or reset into undisturbed or
20 compacted soil.”

21
22
23 **(III)** Amend **Section 631.04 – Measurement** from line 67 to 69 to read as
24 follows:

25
26 **“(A)** Regulatory, warning, information, miscellaneous signs; relocation of
27 existing regulatory, warning, and miscellaneous signs; and straightening of
28 signs will be measured per each in accordance with the contract
29 documents. Measurement for post(s) and foundation(s) will only apply to
30 items that specify this hardware.

31
32 **(B)** Post(s) and foundation(s) will be measured per each in accordance
33 with contract documents.”

34
35 **(C)** The Engineer will measure graffiti removal per square foot sign in
36 accordance with contract documents.”

37
38 The Engineer will not measure removal and disposal and storing of existing
39 and temporary signs that the Contractor will not incorporate in the
40 completed highway for payment.”

41
42 **(IV)** Amend **Section 631.05 – Payment** from lines 79 to 90 to read:

43

Pay Item	Pay Unit
Regulatory Sign _____	Each

44
45
46
47

48	Warning Sign _____	Each
49		
50	Information Sign _____	Each
51		
52	Miscellaneous Sign _____	Each
53		
54	_____ Post and Foundation (_____) _____	Each
55		
56	Graffiti Removal for _____	Square Foot
57		
58	Straightening of Sign _____	Each
59		
60		

61 The Engineer will not pay for removing and disposing or storing of existing
62 and temporary signs that the Contractor will not incorporate in the completed
63 highway separately. The Engineer will consider them incidental to the various
64 contract items.”

65
66

END OF SECTION 631

1 **SECTION 632 – MARKERS**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Section 632.03 - Construction** by adding the following after line 78 to
6 read:

7
8 **“(C) Removal of Graffiti.** Remove and clean graffiti with approved
9 graffiti removal solvent. Solvent shall be formulated specifically to remove
10 graffiti from traffic signs.

11
12 **(II) Amend Section 632.04 - Measurement** from line 79 to 81 to read as follows:

13
14 **“632.04 Measurement.**

15
16 **(A)** Reflector marker, milepost marker with post (bi-directional), milepost
17 marker, and Type II object marker will be measured per each in
18 accordance with the contract documents.

19
20 **(B)** The Engineer will measure graffiti removal per square foot in
21 accordance with the contract documents.”

22
23 **(III) Amend Section 632.05 – Payment** by replacing lines 83 to 100 to read:

24
25 **“632.05 Payment.** The Engineer will pay for the accepted pay items listed
26 below at the contract price per pay unit. Payment will be full compensation for the
27 work prescribed in this section and the contract documents.

28
29 The Engineer will pay for the following pay items when included in the
30 proposal schedule:

Pay Item	Pay Unit
Reflector Marker _____	Each
Milepost Marker with Post (Bi-Directional) _____	Each
Milepost Marker _____	Each
Type _____ Object Marker	Each
Graffiti Removal for _____	Square Foot”

41
42
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46 **END OF SECTION 632**

1 **“SECTION 645 - WORK ZONE TRAFFIC CONTROL**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 645.03 - Construction** by adding this paragraph after
6 line 70:

7
8 “Furnish two Electronic Message Boards or the amount requested by the
9 Engineer for each work site that requires work zone traffic control on a daily basis.”

10
11 **(II)** Amend **Subsection 645.04 - Measurement** from lines 394 to 403 to read:

12
13 **“645.04 Measurement.** The Engineer will not measure Traffic Control for
14 payment. The Engineer will not measure Additional Police Officers, Additional
15 Traffic Control Devices, and Advertisement for payment such as hiring the services
16 of additional Police Officers that the Engineer requested; furnishing, installing,
17 maintaining and removing the additional devices; and inserting the legal notices
18 required by the Engineer.

19
20 The Engineer will measure Electronic Message Boards per each on a daily
21 basis in accordance with the contract documents.”

22
23 **(III)** Amend **Subsection 645.05 - Payment** from lines 405 to 424 to read:

24
25 **“645.05 Payment.** The Engineer will not pay for the Traffic Control
26 separately. The Engineer will consider the cost for Traffic Control as included in
27 the contract price of the various contract items. The cost for traffic control shall
28 include set-up and removal of all signs, cones, delineators, barricades, flag
29 persons, police officers, and arrow boards and shall be included in the contract
30 price of the various contract items in Section 630 – Traffic Control Guide Signs,
31 Section 631 – Traffic Control Regulatory, Warning, and Miscellaneous Signs, and
32 Section 632 - Markers.

33
34 The Engineer will pay for the accepted Electronic Message Boards at the
35 contract price per each on a daily basis. The price includes full compensation for
36 renting/furnishing, installing, setting up, maintaining and removing one electronic
37 message board for a 24-hour period and furnishing labor, materials, tools,
38 equipment, and incidentals necessary to operate the Electronic Message Boards.

39
40 The Engineer will pay for the following pay item when included in the
41 proposal schedule:

42

Pay Item	Pay Unit
Electronic Message Board (per day)	Each”

43
44
45
46

47 **END OF SECTION 645**

1 **SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 750.01(A)(1) Retroreflectorization** by replacing lines
6 8 through 31 to read:

7
8 **“(1) Retroreflectorization.** The following shall be retroreflectorized:

9
10 **(a)** Background for illuminated guide signs and exit number
11 panels ("E" designation) with ASTM D 4956 Type XI retroreflective
12 sheeting.

13
14 **(b)** Background for non-illuminated guide signs and exit number
15 panels ("D" designation) with ASTM D 4956 Type XI retroreflective
16 sheeting.

17
18 **(c)** Messages, arrows, and borders of guide signs and exit
19 number panels ("D" and "E" designations) with ASTM D 4956 Type
20 XI retroreflective sheeting.

21
22 **(d)** Regulatory and warning signs, directional signs ("DIR"
23 designation), route and auxiliary markers, shield symbols, yellow
24 "EXIT ONLY" panels, construction warning signs, and barricade
25 rails, completely, with Type III, IV, or IX retroreflective sheeting.

26
27 **(e)** Pedestrian, school, bicycle crossing series, completely with
28 Type IX fluorescent yellow green retroreflective sheeting.”

29
30 **(II)** Amend **750.01(A) General** by adding the following after line 59:

31
32 **“(3) Anti-Graffiti Film or Coating.** All completed Expressway and
33 Destination signs shall include an anti-graffiti film or coating.”

34
35 **(III)** Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73
36 to read:

37
38 “Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or 6061-T6
39 flat sheet.”

40
41 **(IV)** Amend **Subsection 750.01(E) Retroreflective Sheeting Materials** by
42 replacing lines 1126 through 1137 to read:

43
44 **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting includes
45 white or colored sheeting having smooth outer surface.

47 Retroreflective sheeting shall be classified in accordance with ASTM D
48 4956.

49
50 The coefficient of retroreflection shall meet the minimum requirements of
51 ASTM D 4956 for the type of reflective sheeting specified.

52
53 The color shall conform to the latest appropriate standard color tolerance
54 chart issued by the U.S. Department of Transportation, Federal Highway
55 Administration and to the daytime and nighttime color requirements of
56 ASTM D 4956.

57
58 Test methods and procedures shall be in accordance with ASTM.

59
60 **(V)** Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through
61 1172 to read:

62
63 **“(C) Square Tube Posts.** Square and other tube posts shall conform to
64 ASTM A 653 for cold-rolled, carbon steel sheet, commercial quality; or
65 ASTM A 787 for electric-resistance-welded, metallic-coated carbon steel
66 mechanical tubing.”

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73 **END OF SECTION 750**

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AREA 2 -----

- ROUTE 76 FORT WEAVER ROAD
- ROUTE 93 FARRINGTON HIGHWAY
FARRINGTON HIGHWAY (MAKAKILO INTERCHANGE)
- ROUTE 95 KALALELOA BOULEVARD
- ROUTE 750 KUNIA ROAD
- ROUTE 901 FORT BARRETTE ROAD
- ROUTE 7101 FARRINGTON HIGHWAY
- ROUTE 7110 FARRINGTON HIGHWAY
- ROUTE 7141 IROQUOIS ROAD
- ROUTE 7142 WAIPAHU STREET
- ROUTE H-1 KALAELOA BOULEVARD TO WAIAWA INTERCHANGE

AREA 1 -----

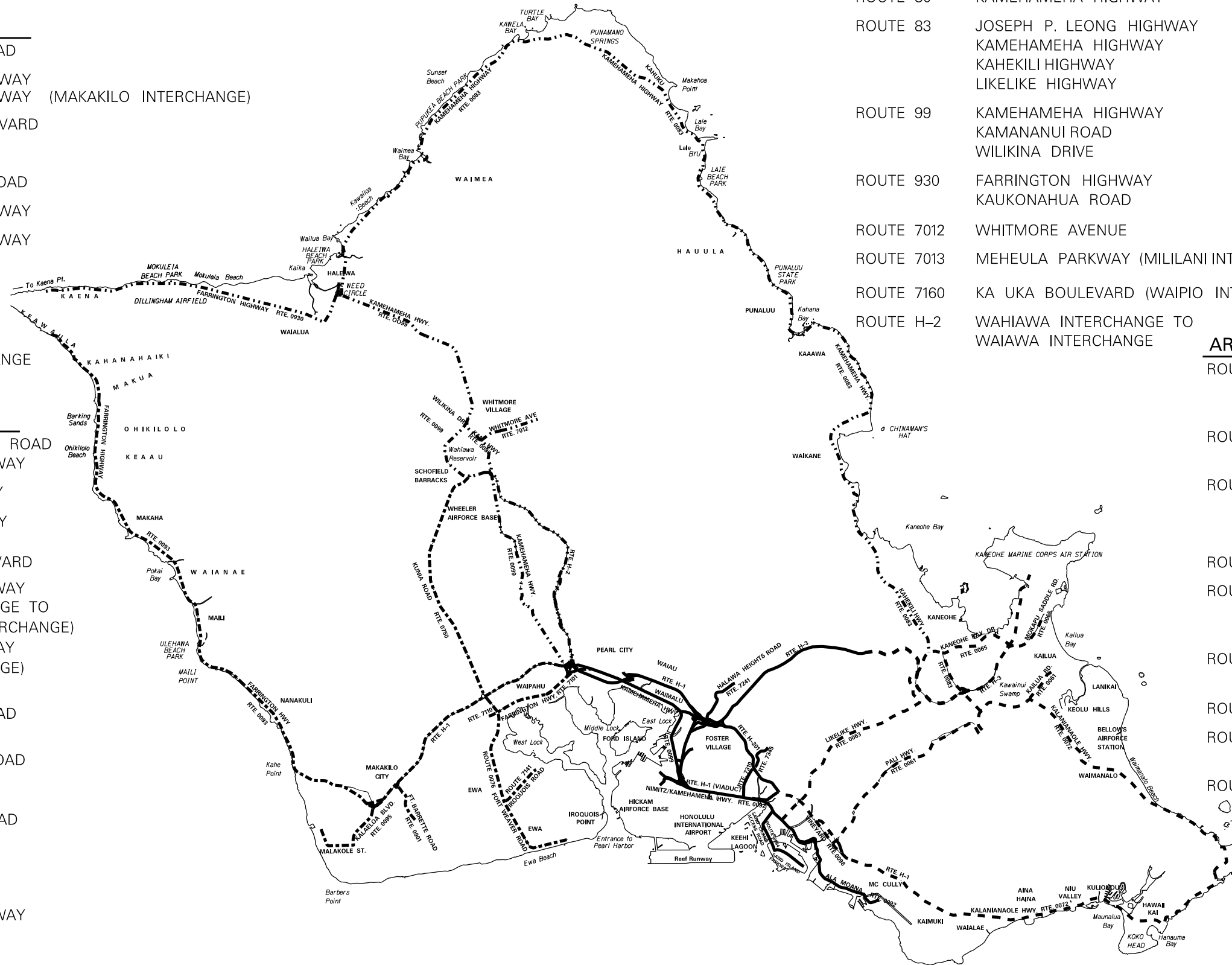
- ROUTE 64 SAND ISLAND ACESS ROAD
SAND ISLAND PARKWAY
- ROUTE 78 MOANALUA FREEWAY
- ROUTE 92 KAM-NIMITZ HIGHWAY
NIMITZ HIGHWAY
ALA MOANA BOULEVARD
- ROUTE 99 KAMEHAMEHA HIGHWAY
(WAIAWA INTERCHANGE TO PEARL HARBOR INTERCHANGE)
FARRINGTON HIGHWAY
(WAIAWA INTERCHANGE)
- ROUTE 7239 ULUNE STREET
HALAWA VALLEY ROAD
- ROUTE 7241 KAHUAPAANI STREET
HALAWA HEIGHTS ROAD
- ROUTE 7310 PUULOLO ROAD
- ROUTE 7345 JARRETTE WHITE ROAD
- ROUTE 7350 BOUGAINVILLE DRIVE
- ROUTE 7351 RADFORD DRIVE
- ROUTE 7401 KAMEHAMEHA HIGHWAY
- ROUTE 7413 LILIIHA STREET
- ROUTE 7415 MIDDLE STREET
- ROUTE H-1 WAIAWA INTERCHANGE TO MIDDLE STREET
- ROUTE H-3 HALAWA INTERCHANGE TO HALAWA PORTAL OF HARANO TUNNEL
- ROUTE H201 MOANALUA FREEWAY

AREA 3 -----

- ROUTE 80 KAMEHAMEHA HIGHWAY
- ROUTE 83 JOSEPH P. LEONG HIGHWAY
KAMEHAMEHA HIGHWAY
KAHEKILI HIGHWAY
LIKELIKE HIGHWAY
- ROUTE 99 KAMEHAMEHA HIGHWAY
KAMANANUI ROAD
WILIKINA DRIVE
- ROUTE 930 FARRINGTON HIGHWAY
KAUKONAHUA ROAD
- ROUTE 7012 WHITMORE AVENUE
- ROUTE 7013 MEHEULA PARKWAY (MILILANI INTERCHANGE)
- ROUTE 7160 KA UKA BOULEVARD (WAIPIO INTERCHANGE)
- ROUTE H-2 WAIHAWA INTERCHANGE TO WAIAWA INTERCHANGE

AREA 4 -----

- ROUTE 61 PALI HIGHWAY
KALANIANAOLE HIGHWAY
KAILUA ROAD
- ROUTE 63 KALIIHI STREET
LIKELIKE HIGHWAY
- ROUTE 65 KANEOHE BAY DRIVE
MOKAPU SADDLE ROAD
MOKAPU BOULEVARD
- ROUTE 72 KALANIANAOLE HIGHWAY
- ROUTE 98 VINEYARD BOULEVARD
HALONA STREET
OLOMEA STREET
- ROUTE 7601 OLD WAIALAE ROAD
(KAPIOLANI INTERCHANGE)
- ROUTE 7801 WAIALAE AVENUE
- ROUTE H-1 MIDDLE STREET TO AINAKOA AVENUE
- ROUTE H-3 HAIKU PORTAL OF HARANO TUNNEL TO KANEOHE MARINE CORP BASE



ISLAND OF OAHU

Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets.
This map does not show all Hawaii Department of Transportation Jurisdiction as stated in Section 110.03 – Areas of Coverage.

**HWY-OM-2023-47
FIGURE 1**

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

**WORK ORDER FORM
(COMPLAINT/REQUEST)**

Tracking Number:

Time:

Date:

Name:

Company Name

Address:

City:

Zip Code:

Phone

Home:

Business:

Complaints:

Area:

Route:

Loc.:

Remarks:

Route Name:

Call Rec. By:

Ref. To:

Act. taken:

Comp. date:

Sign:

Ref. W/O:

Tort:

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

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/wsd> 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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

P R O P O S A L

6/02/98

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

**PROJECT: SIGN REPLACEMENT AT VARIOUS LOCATIONS
ISLAND OF OAHU**

PROJECT NO.: HWY-OM-2023-47

**COMPLETION TIME: TWELVE (12) MONTHS from the date indicted in
the Notice to Proceed from the Department with
an option to extend for (2) additional twelve (12)
month periods upon mutual agreement.**

DESIGN PROJECT MANAGER:

**NAME: JENNIFER RUSSELL
ADDRESS: 601 KAMOKILA BLVD, ROOM 609
KAPOLEI, HI 96707
PHONE NO.: (808) 692-7572
EMAIL: jennifer.t.russell@hawaii.gov
FAX NO.: (808) 692-7590**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e.. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

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

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of \$2,750.00 per area, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____
(Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as bidder has listed the name of each person or firm, who will be engaged by the bidder on the project as Joint Contractor or Subcontractor and the nature of work to be done by each. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

	<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____

	<u>Name of Joint contractor</u>	<u>Nature and Scope of Work</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

("None" or if left blank indicates no Subcontractor or Joint Contractor; if more space is needed, attach additional sheets.)

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder

By _____
Authorized Signature

Title

Business Address

Email Address

Date

Contact Person (If different from above.)

Phone Number and Email Address

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PREFERENCES FOR AREA 1

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

() Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1010	Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1011	Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1012	Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1020	Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1021	Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1022	Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1030	Overlay Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1031	Overlay Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1032	Overlay Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1040	Overlay Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1041	Overlay Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1042	Overlay Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2010	Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.2011	Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.2012	Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2020	Slip Base Post for Destination Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2021	Slip Base Post for Destination Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2022	Slip Base Post for Destination Sign - Greater than 15 SF	1	EA	\$ _____	\$ _____
630.2030	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2031	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2032	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 15 LF	1	EA	\$ _____	\$ _____
630.3010	Street Name Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.3011	Street Name Sign - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3012	Street Name Sign - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3020	Street Name Sign on Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3021	Street Name Sign on Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3022	Street Name Sign on Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3030	Street Name Sign on Overhead Mast Arm - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3031	Street Name Sign on Overhead Mast Arm - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3032	Street Name Sign on Overhead Mast Arm - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4010	Type "A" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4011	Type "A" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4012	Type "A" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.4020	Type "B" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4021	Type "B" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4022	Type "B" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4030	Type "A" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4031	Type "A" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4032	Type "A" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4040	Type "B" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4041	Type "B" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4042	Type "B" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.9100	Graffiti Removal for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9101	Graffiti Removal for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.9102	Graffiti Removal for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9200	Graffiti Removal for Ground Mounted Expressway and Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9201	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9202	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9300	Graffiti Removal for Street Name Sign and Route Marker Assembly - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9301	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9302	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9400	Graffiti Removal for Street Name Sign on Overhead Mast Arm - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9401	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9402	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.5100	Regulatory Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5101	Regulatory Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5102	Regulatory Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5110	Regulatory Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5111	Regulatory Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5112	Regulatory Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5200	Warning Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5201	Warning Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5202	Warning Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5210	Warning Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5211	Warning Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5212	Warning Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5300	Information Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5301	Information Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5302	Information Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5310	Information Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5311	Information Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5312	Information Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5410	Miscellaneous Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5411	Miscellaneous Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5412	Miscellaneous Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.8100	Flanged Channel Post and Foundation (2.50 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8101	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.8102	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8110	Flanged Channel Post and Foundation (4.00 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8111	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8112	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8200	Square Tube Post and Foundation (2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8201	Square Tube Post and Foundation (2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8202	Square Tube Post and Foundation (2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8210	Square Tube Post and Foundation (2-1/2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8211	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8212	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.9100	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - 50 SF or Less	1	SF	\$ _____	\$ _____

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08/29/22

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PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.9101	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
631.9102	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.9500	Straightening of Sign - Sign with One (1) Post	1	EA	\$ _____	\$ _____
631.9501	Straightening of Sign - Sign with Two (2) Posts	1	EA	\$ _____	\$ _____
631.9502	Straightening of Sign - Sign with Three (3) Posts	1	EA	\$ _____	\$ _____
632.7500	Mile Post Marker - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7501	Mile Post Marker - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7510	Mile Post Marker with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7511	Mile Post Marker with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7520	Mile Post Marker with Post(s) (Bi-Directional) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7521	Mile Post Marker with Post(s) (Bi-Directional) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____

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08/29/22

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PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7600	Type II Object Marker - 25 EA or Less	1	EA	\$ _____	\$ _____
632.7601	Type II Object Marker - 26 EA to 100 EA	1	EA	\$ _____	\$ _____
632.7610	Type III Object Marker - 5 EA or Less	1	EA	\$ _____	\$ _____
632.7611	Type III Object Marker - 6 EA to 15 EA	1	EA	\$ _____	\$ _____
632.7700	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-1	1	EA	\$ _____	\$ _____
632.7701	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-2	1	EA	\$ _____	\$ _____
632.7702	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-3	1	EA	\$ _____	\$ _____
632.7710	Reflector Marker with Type A Delineator - RM-1	1	EA	\$ _____	\$ _____
632.7711	Reflector Marker with Type A Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7712	Reflector Marker with Type A Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7720	Reflector Marker with Type B Delineator - RM-1	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7721	Reflector Marker with Type B Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7722	Reflector Marker with Type B Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7730	Reflector Marker on W-beam Guardrail - RM-5	1	EA	\$ _____	\$ _____
632.9100	Graffiti Removal for Mile Post and Type III Object Marker - 2 SF or Less	1	SF	\$ _____	\$ _____
632.9101	Graffiti Removal for Mile Post and Type III Object Marker - Greater than 2 SF to 6 SF	1	SF	\$ _____	\$ _____
645.1000	Electronic Message Board (Per Day)	1	EA	\$ _____	\$ _____
SUM OF ALL ITEMS - AREA 1					\$ _____
NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PREFERENCES FOR AREA 2

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

() Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1010	Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1011	Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1012	Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1020	Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1021	Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1022	Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1030	Overlay Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1031	Overlay Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1032	Overlay Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1040	Overlay Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1041	Overlay Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1042	Overlay Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2010	Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.2011	Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.2012	Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2020	Slip Base Post for Destination Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2021	Slip Base Post for Destination Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2022	Slip Base Post for Destination Sign - Greater than 15 SF	1	EA	\$ _____	\$ _____
630.2030	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2031	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2032	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 15 LF	1	EA	\$ _____	\$ _____
630.3010	Street Name Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.3011	Street Name Sign - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3012	Street Name Sign - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3020	Street Name Sign on Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3021	Street Name Sign on Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3022	Street Name Sign on Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3030	Street Name Sign on Overhead Mast Arm - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3031	Street Name Sign on Overhead Mast Arm - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3032	Street Name Sign on Overhead Mast Arm - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4010	Type "A" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4011	Type "A" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4012	Type "A" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.4020	Type "B" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4021	Type "B" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4022	Type "B" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4030	Type "A" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4031	Type "A" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4032	Type "A" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4040	Type "B" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4041	Type "B" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4042	Type "B" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.9100	Graffiti Removal for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9101	Graffiti Removal for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.9102	Graffiti Removal for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9200	Graffiti Removal for Ground Mounted Expressway and Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9201	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9202	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9300	Graffiti Removal for Street Name Sign and Route Marker Assembly - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9301	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9302	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9400	Graffiti Removal for Street Name Sign on Overhead Mast Arm - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9401	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9402	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.5100	Regulatory Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5101	Regulatory Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5102	Regulatory Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5110	Regulatory Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5111	Regulatory Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5112	Regulatory Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5200	Warning Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5201	Warning Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5202	Warning Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5210	Warning Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5211	Warning Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5212	Warning Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5300	Information Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5301	Information Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5302	Information Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5310	Information Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5311	Information Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5312	Information Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5410	Miscellaneous Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5411	Miscellaneous Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5412	Miscellaneous Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.8100	Flanged Channel Post and Foundation (2.50 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8101	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.8102	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8110	Flanged Channel Post and Foundation (4.00 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8111	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8112	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8200	Square Tube Post and Foundation (2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8201	Square Tube Post and Foundation (2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8202	Square Tube Post and Foundation (2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8210	Square Tube Post and Foundation (2-1/2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8211	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8212	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.9100	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - 50 SF or Less	1	SF	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.9101	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
631.9102	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.9500	Straightening of Sign - Sign with One (1) Post	1	EA	\$ _____	\$ _____
631.9501	Straightening of Sign - Sign with Two (2) Posts	1	EA	\$ _____	\$ _____
631.9502	Straightening of Sign - Sign with Three (3) Posts	1	EA	\$ _____	\$ _____
632.7500	Mile Post Marker - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7501	Mile Post Marker - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7510	Mile Post Marker with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7511	Mile Post Marker with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7520	Mile Post Marker with Post(s) (Bi-Directional) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7521	Mile Post Marker with Post(s) (Bi-Directional) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7600	Type II Object Marker - 25 EA or Less	1	EA	\$ _____	\$ _____
632.7601	Type II Object Marker - 26 EA to 100 EA	1	EA	\$ _____	\$ _____
632.7610	Type III Object Marker - 5 EA or Less	1	EA	\$ _____	\$ _____
632.7611	Type III Object Marker - 6 EA to 15 EA	1	EA	\$ _____	\$ _____
632.7700	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-1	1	EA	\$ _____	\$ _____
632.7701	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-2	1	EA	\$ _____	\$ _____
632.7702	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-3	1	EA	\$ _____	\$ _____
632.7710	Reflector Marker with Type A Delineator - RM-1	1	EA	\$ _____	\$ _____
632.7711	Reflector Marker with Type A Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7712	Reflector Marker with Type A Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7720	Reflector Marker with Type B Delineator - RM-1	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7721	Reflector Marker with Type B Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7722	Reflector Marker with Type B Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7730	Reflector Marker on W-beam Guardrail - RM-5	1	EA	\$ _____	\$ _____
632.9100	Graffiti Removal for Mile Post and Type III Object Marker - 2 SF or Less	1	SF	\$ _____	\$ _____
632.9101	Graffiti Removal for Mile Post and Type III Object Marker - Greater than 2 SF to 6 SF	1	SF	\$ _____	\$ _____
645.1000	Electronic Message Board (Per Day)	1	EA	\$ _____	\$ _____
SUM OF ALL ITEMS - AREA 2					\$ _____
NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PREFERENCES FOR AREA 3

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1010	Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1011	Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1012	Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1020	Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1021	Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1022	Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1030	Overlay Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1031	Overlay Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1032	Overlay Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1040	Overlay Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1041	Overlay Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1042	Overlay Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2010	Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.2011	Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.2012	Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2020	Slip Base Post for Destination Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2021	Slip Base Post for Destination Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2022	Slip Base Post for Destination Sign - Greater than 15 SF	1	EA	\$ _____	\$ _____
630.2030	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2031	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2032	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 15 LF	1	EA	\$ _____	\$ _____
630.3010	Street Name Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.3011	Street Name Sign - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3012	Street Name Sign - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3020	Street Name Sign on Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3021	Street Name Sign on Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3022	Street Name Sign on Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3030	Street Name Sign on Overhead Mast Arm - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3031	Street Name Sign on Overhead Mast Arm - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3032	Street Name Sign on Overhead Mast Arm - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4010	Type "A" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4011	Type "A" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4012	Type "A" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.4020	Type "B" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4021	Type "B" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4022	Type "B" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4030	Type "A" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4031	Type "A" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4032	Type "A" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4040	Type "B" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4041	Type "B" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4042	Type "B" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.9100	Graffiti Removal for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9101	Graffiti Removal for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.9102	Graffiti Removal for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9200	Graffiti Removal for Ground Mounted Expressway and Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9201	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9202	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9300	Graffiti Removal for Street Name Sign and Route Marker Assembly - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9301	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9302	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9400	Graffiti Removal for Street Name Sign on Overhead Mast Arm - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9401	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9402	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.5100	Regulatory Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5101	Regulatory Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5102	Regulatory Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5110	Regulatory Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5111	Regulatory Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5112	Regulatory Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5200	Warning Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5201	Warning Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5202	Warning Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5210	Warning Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5211	Warning Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5212	Warning Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5300	Information Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5301	Information Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5302	Information Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5310	Information Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5311	Information Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5312	Information Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5410	Miscellaneous Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5411	Miscellaneous Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5412	Miscellaneous Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.8100	Flanged Channel Post and Foundation (2.50 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8101	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.8102	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8110	Flanged Channel Post and Foundation (4.00 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8111	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8112	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8200	Square Tube Post and Foundation (2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8201	Square Tube Post and Foundation (2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8202	Square Tube Post and Foundation (2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8210	Square Tube Post and Foundation (2-1/2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8211	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8212	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.9100	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - 50 SF or Less	1	SF	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.9101	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
631.9102	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.9500	Straightening of Sign - Sign with One (1) Post	1	EA	\$ _____	\$ _____
631.9501	Straightening of Sign - Sign with Two (2) Posts	1	EA	\$ _____	\$ _____
631.9502	Straightening of Sign - Sign with Three (3) Posts	1	EA	\$ _____	\$ _____
632.7500	Mile Post Marker - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7501	Mile Post Marker - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7510	Mile Post Marker with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7511	Mile Post Marker with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7520	Mile Post Marker with Post(s) (Bi-Directional) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7521	Mile Post Marker with Post(s) (Bi-Directional) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7600	Type II Object Marker - 25 EA or Less	1	EA	\$ _____	\$ _____
632.7601	Type II Object Marker - 26 EA to 100 EA	1	EA	\$ _____	\$ _____
632.7610	Type III Object Marker - 5 EA or Less	1	EA	\$ _____	\$ _____
632.7611	Type III Object Marker - 6 EA to 15 EA	1	EA	\$ _____	\$ _____
632.7700	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-1	1	EA	\$ _____	\$ _____
632.7701	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-2	1	EA	\$ _____	\$ _____
632.7702	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-3	1	EA	\$ _____	\$ _____
632.7710	Reflector Marker with Type A Delineator - RM-1	1	EA	\$ _____	\$ _____
632.7711	Reflector Marker with Type A Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7712	Reflector Marker with Type A Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7720	Reflector Marker with Type B Delineator - RM-1	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7721	Reflector Marker with Type B Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7722	Reflector Marker with Type B Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7730	Reflector Marker on W-beam Guardrail - RM-5	1	EA	\$ _____	\$ _____
632.9100	Graffiti Removal for Mile Post and Type III Object Marker - 2 SF or Less	1	SF	\$ _____	\$ _____
632.9101	Graffiti Removal for Mile Post and Type III Object Marker - Greater than 2 SF to 6 SF	1	SF	\$ _____	\$ _____
645.1000	Electronic Message Board (Per Day)	1	EA	\$ _____	\$ _____
SUM OF ALL ITEMS - AREA 3					\$ _____
NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PREFERENCES FOR AREA 4

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1010	Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1011	Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1012	Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1020	Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1021	Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1022	Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1030	Overlay Panel for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1031	Overlay Panel for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.1032	Overlay Panel for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.1040	Overlay Panel for Ground Mounted Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.1041	Overlay Panel for Ground Mounted Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.1042	Overlay Panel for Ground Mounted Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2010	Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.2011	Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.2012	Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.2020	Slip Base Post for Destination Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2021	Slip Base Post for Destination Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2022	Slip Base Post for Destination Sign - Greater than 15 SF	1	EA	\$ _____	\$ _____
630.2030	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - 10 LF or Less	1	EA	\$ _____	\$ _____
630.2031	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 10 LF to 15 LF	1	EA	\$ _____	\$ _____
630.2032	Galvanized Steel (I-Beam) for Ground Mounted Destination and Expressway Sign - Greater than 15 LF	1	EA	\$ _____	\$ _____
630.3010	Street Name Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.3011	Street Name Sign - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3012	Street Name Sign - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3020	Street Name Sign on Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3021	Street Name Sign on Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3022	Street Name Sign on Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.3030	Street Name Sign on Overhead Mast Arm - 2 SF or Less	1	EA	\$ _____	\$ _____
630.3031	Street Name Sign on Overhead Mast Arm - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.3032	Street Name Sign on Overhead Mast Arm - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4010	Type "A" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4011	Type "A" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4012	Type "A" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.4020	Type "B" Route Marker Assembly - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4021	Type "B" Route Marker Assembly - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4022	Type "B" Route Marker Assembly - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4030	Type "A" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4031	Type "A" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4032	Type "A" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.4040	Type "B" Route Marker Assembly with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
630.4041	Type "B" Route Marker Assembly with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
630.4042	Type "B" Route Marker Assembly with Post(s) - Greater than 6 SF	1	EA	\$ _____	\$ _____
630.9100	Graffiti Removal for Overhead Expressway Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9101	Graffiti Removal for Overhead Expressway Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
630.9102	Graffiti Removal for Overhead Expressway Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9200	Graffiti Removal for Ground Mounted Expressway and Destination Sign - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9201	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9202	Graffiti Removal for Ground Mounted Expressway and Destination Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9300	Graffiti Removal for Street Name Sign and Route Marker Assembly - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9301	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9302	Graffiti Removal for Street Name Sign and Route Marker Assembly - Greater than 125 SF	1	SF	\$ _____	\$ _____
630.9400	Graffiti Removal for Street Name Sign on Overhead Mast Arm - 50 SF or Less	1	SF	\$ _____	\$ _____
630.9401	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
630.9402	Graffiti Removal for Street Name Sign on Overhead Mast Arm - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.5100	Regulatory Sign - 2 SF or Less	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5101	Regulatory Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5102	Regulatory Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5110	Regulatory Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5111	Regulatory Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5112	Regulatory Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5200	Warning Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5201	Warning Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5202	Warning Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5210	Warning Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5211	Warning Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5212	Warning Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.5300	Information Sign - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5301	Information Sign - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5302	Information Sign - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5310	Information Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5311	Information Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5312	Information Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.5410	Miscellaneous Sign with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
631.5411	Miscellaneous Sign with Post(s) - Greater than 2 SF to 10 SF	1	EA	\$ _____	\$ _____
631.5412	Miscellaneous Sign with Post(s) - Greater than 10 SF	1	EA	\$ _____	\$ _____
631.8100	Flanged Channel Post and Foundation (2.50 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8101	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.8102	Flanged Channel Post and Foundation (2.50 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8110	Flanged Channel Post and Foundation (4.00 lbs/ft.) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8111	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8112	Flanged Channel Post and Foundation (4.00 lbs/ft.) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8200	Square Tube Post and Foundation (2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8201	Square Tube Post and Foundation (2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8202	Square Tube Post and Foundation (2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.8210	Square Tube Post and Foundation (2-1/2 Inch) - 8 LF or Less	1	EA	\$ _____	\$ _____
631.8211	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 8 LF to 11 LF	1	EA	\$ _____	\$ _____
631.8212	Square Tube Post and Foundation (2-1/2 Inch) - Greater than 11 LF	1	EA	\$ _____	\$ _____
631.9100	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - 50 SF or Less	1	SF	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.9101	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 50 SF to 125 SF	1	SF	\$ _____	\$ _____
631.9102	Graffiti Removal for Regulatory, Warning, Information and Miscellaneous Sign - Greater than 125 SF	1	SF	\$ _____	\$ _____
631.9500	Straightening of Sign - Sign with One (1) Post	1	EA	\$ _____	\$ _____
631.9501	Straightening of Sign - Sign with Two (2) Posts	1	EA	\$ _____	\$ _____
631.9502	Straightening of Sign - Sign with Three (3) Posts	1	EA	\$ _____	\$ _____
632.7500	Mile Post Marker - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7501	Mile Post Marker - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7510	Mile Post Marker with Post(s) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7511	Mile Post Marker with Post(s) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____
632.7520	Mile Post Marker with Post(s) (Bi-Directional) - 2 SF or Less	1	EA	\$ _____	\$ _____
632.7521	Mile Post Marker with Post(s) (Bi-Directional) - Greater than 2 SF to 6 SF	1	EA	\$ _____	\$ _____

PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7600	Type II Object Marker - 25 EA or Less	1	EA	\$ _____	\$ _____
632.7601	Type II Object Marker - 26 EA to 100 EA	1	EA	\$ _____	\$ _____
632.7610	Type III Object Marker - 5 EA or Less	1	EA	\$ _____	\$ _____
632.7611	Type III Object Marker - 6 EA to 15 EA	1	EA	\$ _____	\$ _____
632.7700	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-1	1	EA	\$ _____	\$ _____
632.7701	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-2	1	EA	\$ _____	\$ _____
632.7702	Reflector Marker with Galvanized Steel Post(s) and Foundation - RM-3	1	EA	\$ _____	\$ _____
632.7710	Reflector Marker with Type A Delineator - RM-1	1	EA	\$ _____	\$ _____
632.7711	Reflector Marker with Type A Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7712	Reflector Marker with Type A Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7720	Reflector Marker with Type B Delineator - RM-1	1	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM OF WORK	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
632.7721	Reflector Marker with Type B Delineator - RM-2	1	EA	\$ _____	\$ _____
632.7722	Reflector Marker with Type B Delineator - RM-3	1	EA	\$ _____	\$ _____
632.7730	Reflector Marker on W-beam Guardrail - RM-5	1	EA	\$ _____	\$ _____
632.9100	Graffiti Removal for Mile Post and Type III Object Marker - 2 SF or Less	1	SF	\$ _____	\$ _____
632.9101	Graffiti Removal for Mile Post and Type III Object Marker - Greater than 2 SF to 6 SF	1	SF	\$ _____	\$ _____
645.1000	Electronic Message Board (Per Day)	1	EA	\$ _____	\$ _____
SUM OF ALL ITEMS - AREA 4					\$ _____
NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

PROPOSAL SUMMARY

	AMOUNT
SUM OF ALL ITEMS - AREA 1	\$ _____
SUM OF ALL ITEMS - AREA 2	\$ _____
SUM OF ALL ITEMS - AREA 3	\$ _____
SUM OF ALL ITEMS - AREA 4	\$ _____

1 **PROPOSAL SCHEDULE**

2
3 The bidder is directed to Subsection 105.16 – Subcontracts.

4
5 If the bid price for any proposal item having a maximum allowable bid
6 indicated therefore in any of the contract documents is in excess of such a
7 maximum amount, the bid price for such proposal item shall be adjusted to reflect
8 the limitation thereon. The comparison of bids to determine the successful bidder
9 and the amount of contract to be awarded shall be determined after such
10 adjustments are made, and such adjustments shall be binding upon the bidder.

11
12 For each area, the “SUM OF ALL ITEMS” will be used to determine the
13 lowest responsible bidder.

14
15 Notes:

- 16
17 1. Bid prices are for travel time, mileage and furnishing all labor, tools, traffic
18 controls, all, applicable taxes, fees and equipment necessary for all work
19 shown and called for in accordance with the true intent and meaning of the
20 specifications.
21
22 2. Bidder may bid on any or all areas. To be considered, bidder must submit
23 a bid for all items within a group. Separate contracts will be awarded for
24 each area. If a bidder is determined the lowest bidder for multiple areas,
25 one combined contract will be awarded.
26
27 3. Any contract which is awarded shall be an open-ended contract since the
28 exact value of work to be performed during the contract period cannot be
29 determined beforehand. The unit price for each item of work on any
30 particular work order shall be that which corresponds to the quantity of work
31 for that item actually performed for each work order.
32
33 4. The sum of all work and materials required to perform the required repairs
34 are issued on a “single work order.” A single work order shall be a work
35 order submitted by the Contractor for work that can be performed by the
36 Contractor without relocating a distance of more than 3,000 feet between
37 any two adjacent repair locations.
38
39 5. The “Approx. Quantity” on the proposal schedules reflect a typical quantity
40 for each repair location to be used for bidding purposes.
41
42

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

FORMS

Contents

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104 Compliance Certificate

Certification of Compliance for Employment of State Residents

C O N T R A C T

THIS AGREEMENT, made this _____ day _____ 20_____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE," and _____ whose business and/or post office address is _____

_____ hereafter referred to as "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of _____ DOLLARS (\$ _____) as follows:

which sum shall be provided from the following fund(s):

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal, and plans for _____, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within _____ (_____) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertaking and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of _____ DOLLARS (\$ _____) in lawful money, but not more than such part of the same as is actually earned according to the STATE'S determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract. In any event, extras shall not exceed _____ DOLLARS (\$ _____) in lawful money and shall be provided from the following fund(s):

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of

shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

The CONTRACTOR further agrees to execute the attached non-gratuity affidavit form prior to payment of the final estimate by the STATE.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

By _____
Director of Transportation

By _____

By _____

APPROVED AS TO FORM

Deputy Attorney General

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 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, 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

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____

**PROVISIONS TO BE INCLUDED IN
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under 103D, HRS.
 - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in Section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
 - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011--Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION