

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

ADDENDUM NO. 5

FOR

**TRAFFIC SIGNAL CONTROLLER INSTALLATION AND ADAPTIVE TRAFFIC
SIGNAL CONTROL TECHNOLOGY AT VARIOUS LOCATIONS, OAHU
FEDERAL-AID PROJECT NO. STP-0300(189)**

MARCH 14, 2023

This Addendum shall make the following amendments to the Request for Proposals Documents:

A. REQUEST FOR PROPOSALS

Prospective offerors are hereby notified that the receiving of sealed proposals is hereby rescheduled until **April 7, 2023 at 2:00 PM** Hawaii Standard Time (HST). Delete the REQUEST FOR PROPOSALS dated Rev. November 4, 2022 and replace it with the attached REQUEST FOR PROPOSALS dated r3/14/23.

B. SPECIFICATIONS

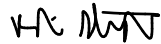
1. List of Appendices – Delete page 8 and replace with the attached page 8 dated r3/14/23.
2. Subsection 1.1 (Request for Proposals Organization) – Delete page 9 and replace with the attached page 9 dated r3/14/23.
3. Subsection 1.4 (Terms and Acronyms Used Throughout the Solicitation) and Subsection 1.5 (Procurement Timetable) – Delete pages 10 and 11 and replace with the attached pages 10 and 11 dated r3/14/23.
4. Subsection 1.17 (Contract; Contract and Performance Period) – Delete pages 15 through 17 and replace with the attached pages 15 through 18 dated r3/14/23.
5. New Subsection 1.25 (Cooperative Purchasing Agreement) – Delete page 19 and replace with the attached page 19 dated r3/14/23

6. Subsection 2.1 (Project Overview) – Delete page 20 and replace with the attached page 20 dated r3/14/23.
7. Subsection 3.1 (System/Equipment Procurement and Installation) – Delete pages 21 through 25 and replace with the attached pages 21 through 25 dated r3/14/23.
8. Subsection 3.3 (Training) – Delete page 26 and replace with the attached page 26 dated r3/14/23.
9. Subsection 3.4 (System Documentation) – Delete page 27 and replace with the attached page 27 dated r3/14/23.
10. Subsection 3.5 (Implementation and Integration) – Delete pages 28 through 32 and replace with the attached pages 28 through 32 dated r3/14/23.
11. Subsection 3.7 (Traffic Signal System Maintenance), Subsection 3.8 (Traffic Signal Operation and Litigation Support) – Delete page 33 and replace with the attached page 33 dated r3/14/23.
12. Subsection 3.9 (Warranty), and Subsection 3.10 (Software Assurance Support) – Delete pages 34 through 35 and replace with the attached pages 34 through 35 dated r3/14/23.
13. Subsection 4.10 (Section 4: Work Plan) – Delete page 42 and replace with the attached page 42 dated r3/14/23.
14. Subsection 4.11 (Section 5: Proposed Technical Solution) – Delete page 43 and replace with the attached page 43 dated r3/14/23.
15. Subsection 5.7 (Phase 5: Selection and Award) – Delete page 50 and replace with the attached page 50 dated r3/14/23.
16. Replace Appendix B – Offer Form, OF-2, in its entirety with the attached Appendix B - Offer Form, OF-2, dated r3/14/23.
17. Replace Appendix H – Federal Aid Construction Requirements, in its entirety with the attached Appendix H - Federal Aid Construction Requirements, dated r3/14/23.
18. Appendix I – Requirements Matrices. Add and make part of Appendix I the attached “E. Controller Requirements” pages I-44 to I-48
19. Replace Appendix J – Special Provisions Section 108 (Prosecution and Progress), in its entirety with the attached Appendix J - Special Provisions Section 108 (Prosecution and Progress), dated 3/10/2023.

20. Replace Appendix J – Special Provisions Section 623 (Traffic Signal System), in its entirety with the attached Appendix J - Special Provisions Section 623 (Traffic Signal System), dated 2/27/2023.

21. Add attached Appendix K1 (DTS Oahu Traffic Signal Inventory) into the contract documents.

Please acknowledge receipt of this Addendum No. 5 in your proposal.



ROBIN K. SHISHIDO
Highways Deputy Director

REQUEST FOR PROPOSALS

FOR

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

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

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Deadline to submit proposals is hereby rescheduled until April 7, 2023 at 2:00 PM Hawaii Standard Time (HST). Proposals received after said due date and time shall not be considered.

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To be eligible for award, Offerors must possess a valid State of Hawaii General Engineering "A" or Specialty Contractor "C-13" license prior to the award of contract.

Offerors will be responsible for:

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



- Supplemental traffic detection at 118 Oahu intersections.
- Implementation and integration of **State-furnished** controllers, firmware, conflict monitor units, cellular modems, ATCS, ATSPM modules, and the central traffic management system.
- Training of State and County personnel on vendor firmware, central management system, and controller hardware.



- ~~Traffic signal operations and~~ Litigation support.
- Traffic signal system ~~maintenance-warranty~~ period.
- Software assurance support.
- Configuration and installation of two (2) Offeror-furnished traffic signal controllers on Oahu.



- IP and Ethernet over Copper (EOC) communication equipment.
- Implementation and integration of two (2) Offeror-furnished controllers, firmware, conflict monitor units, IP/EOC communication, and the central traffic management system.

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

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

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

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

Campaign contributions by State and County Contractors. Offerors are hereby notified of the applicability of HRS Section 11-55, which states that campaign contributions are prohibited from specified State of Hawaii ("State") or county government contractors during the term of the contract if the contractors are paid with funds appropriated by the legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

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

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Offerors are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded or without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

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

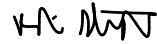
The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", Title 49, CFR Part 26 is applicable to this project. Offerors are hereby notified that the Department of Transportation will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

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Offerors are directed to read and be familiar with EXHIBIT B Requirements for Participation By Disadvantaged Business Enterprises (DBEs), which establishes the program requirements pursuant to Title 49 Code of Federal Regulations Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith.

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

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ROBIN K. SHISHIDO
Highways Deputy Director

Internet Posting: March 14, 2023

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1. OVERVIEW OF PROCUREMENT PROCESS

1.1. REQUEST FOR PROPOSALS ORGANIZATION

This RFP is organized as follows:

Section 1. Overview of Procurement Process. Provides Offerors with a general overview of the Request for Proposals (RFP) process.

Section 2. RFP Purpose and Overview. Provides Offerors with general information about the objectives of this Project and RFP, and critical success factors.

Section 3. Scope of Work and Requirements. Provides Offerors with a general description of the tasks to be performed, delineates the Hawaii Department of Transportation's (HDOT) and Offeror's responsibilities, stipulates Offeror qualifications, and defines deliverables.

Section 4. Proposal. Describes the required format and content for the Offeror's submittal and establishes requirements for the Proposal.

Section 5. Proposal Evaluation. Describes how Proposals will be evaluated by HDOT.

Appendix A. Offer Form, OF-1

Appendix B. Offer Form, OF-2

Appendix C. Bid, Performance, and Payment Bond Forms

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Appendix F. Special Provisions

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1.2. PROCUREMENT AUTHORITY

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

1.3. ISSUING OFFICE AND CONTACT PERSON

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

1.3.1. Issuing Office

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

1.3.2. RFP Point of Contact

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

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

1.4. TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

| | |
|------|--|
| CITY | = City and County of Honolulu |
| DTS | = Department of Transportation Services, City and County of Honolulu |
| EOC | = Ethernet over Copper |
| GET | = General Excise Tax |
| HAR | = Hawaii Administrative Rules |
| HCE | = Hawaii Compliance Express |
| HDOT | = Hawaii State Department of Transportation, Highways Division |
| HRS | = Hawaii Revised Statutes |





- HST = Hawaii Standard Time
- IP = Internet Protocol
- JTMC = Joint Traffic Management Center
- Offeror = Any individual, partnership, firm, corporation, joint venture, limited liability company, or other legal entity
- Procurement Officer = The Director of the State of Hawaii, Department of Transportation as the contracting officer
- RFP = Request for Proposals
- State = State of Hawaii, including each department and political subdivisions
- USPS = United States Post Service

1.5. PROCUREMENT TIMETABLE

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

Table 1: Significant Dates (subject to change)

| | |
|--|--------------------------------------|
| Release of Request for Proposals (RFP) | August 31, 2022 |
| Pre-proposal Tele-Conference (non-mandatory) | September 12, 2022 10:00 AM (HST) |
| Deadline for submission of written questions | September 22, 2022 2:00 PM (HST) |
| HDOT’s response to written questions | November 4, 2022 |
| Proposal Due date/time (via HlePRO) | April 7 , 2023 2:00 PM (HST) |
| Evaluation of Proposals | April 10, 2023- April 28, 2023 |
| Determination of Priority-Listed Offerors (if necessary) | May 5, 2023 |
| Demonstrations and Discussion with Priority-Listed Offerors (if necessary) | May 8, 2023- May 19, 2023 |
| Best and Final Offer Due date/time (via HlePRO, if necessary) | June 15, 2023 2:00 PM (HST) |
| Offeror Selection and Notice of Award | August 9, 2023 |
| Contract Notice to Proceed 1 | October 27, 2023 |
| Contract Notice to Proceed 2 | April 23, 2024 |
| Contract Notice to Proceed 3 | July 19, 2024 |



1.14. PROPOSAL EVALUATION

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

1.15. PROPOSAL AS PART OF THE CONTRACT

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

1.16. OFFER ACCEPTANCE PERIOD

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

1.17. CONTRACT; CONTRACT AND PERFORMANCE PERIOD

1.17.1. Contract

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

1.17.2. Contract Term

The contract shall commence upon full execution of the contract by the HDOT. The total duration of this contract shall be ~~4695~~ 1725 calendar days from the date specified in the Notice to Proceed. The duration and phasing of this contract shall be as follows from the dates specified in the Notices to Proceed:

- 1) NTP1 (~~450~~ 180 calendar days) – Issued for mobilization and all pre-field installation activities, including but not limited to:
 - a) Procurement and installation of the Traffic Signal Central System, including ATCS and ATSPM components.
 - b) Acceptance Testing
 - c) System Documentation
 - i) Site evaluation of existing conditions
 - ii) Documentation of proposed system
 - d) Implementation Plan
 - e) Traffic signal optimization approach
 - f) Training
- 2) NTP2 (90 calendar days) – Issued for Phase 1 East Oahu field implementation activities, Kalaniana'ole Hwy from Ainakoa Ave to Lunalilo Home Rd (21 intersections), and Kalaeloa Blvd at Lauwiliwili St and Malakole St (2 City intersections). Work under NTP2 includes but is not limited to:
 - a) State-furnished controller, conflict monitor unit and cellular modem implementation
 - b) Automated Traffic Signal Performance Measures (ATSPM) module implementation
 - c) Supplemental detection implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
 - d) ATCS implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
 - e) System implementation testing and burn-in period



- f) Traffic signal system ~~maintenance warranty~~ (issued after acceptance of system implementation testing and burn-in of each intersection).
- g) ~~Traffic signal system operation and~~ Litigation support
- h) Develop and implement recommended optimization measures
- i) ~~Offeror-furnished controller and conflict monitor implementation~~
- j) ~~IP communication implementation~~
- k) ~~EOC communication implementation~~



3) NTP3 (360 calendar days) – Issued for subsequent phases of the field implementation activities following Offeror’s proposed and Engineer-accepted deployment phasing. NTP3 will not be issued until Phase 1 System implementation testing and burn-in period is successfully completed. Work under NTP3 includes but is not limited to:

- a) ~~State-furnished~~ controller, conflict monitor unit and cellular modem implementation
- b) Automated Traffic Signal Performance Measures (ATSPM) module implementation
- c) Supplemental detection implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
- d) ATCS implementation (per Appendix K, HDOT Oahu Traffic Signal Inventory)
- e) System implementation testing and burn-in period
- f) Traffic signal system ~~maintenance warranty~~ (issued after acceptance of system implementation testing and burn-in of each intersection).
- g) ~~Traffic signal system operation and~~ Litigation support
- h) Develop and implement recommended optimization measures



4) Traffic Signal System ~~Maintenance Warranty~~ Period (1095 calendar days) – At the conclusion of NTP3, the Offeror shall continue to provide ~~maintenance warranty~~, optimization, ~~operation~~, and litigation support for a period of 36 months. Work under the Traffic Signal System ~~Warranty-Maintenance~~ Period includes but is not limited to:

- a) Traffic signal system ~~maintenance warranty~~ (issued after acceptance of system implementation testing and burn-in of each intersection).
- b) ~~Traffic signal system operation and~~ Litigation support
- c) Develop and implement recommended optimization measures



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

1.17.3. **Coordination Between the Contractors**

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

- 1) Coordinating their work schedules and traffic control plans.
- 2) Placing and disposing the materials used.
- 3) Operating and storage of equipment.

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



- Cellular-Based V2X System, F.A.P. No. ATC-1500(119)
- Traffic Signal Modernization at Various Locations, Oahu, Phase 1, F.A.P. No. STP-0300(163)
- Pali Highway (Route 61) Resurfacing and Lighting Improvements, F.A.P. No. NH-061-1(036)
- Honolulu Rail Transit Project (HART)
 - Airport Guideway and Stations
 - City Center Utility Relocation III (Downtown Honolulu/Kakaako Vicinity)
 - City Center Utility Relocation IV (Dillingham Blvd Vicinity)

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

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

1.18. CONTRACT AWARD

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

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

1.19. BID, PERFORMANCE, AND PAYMENT BOND

1.19.1. Bid Bond

The Department will not consider a proposal unless accompanied by:

- A. A deposit of legal tender; or
- B. A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or
- C. A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
 1. The offeror may use these instruments only to a maximum of \$100,000.
 2. If the required security or bond amount totals over \$100,000 more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.
 3. The instrument shall be made payable at sight to the Department.



4. Proposal Guaranty listed in A. and C. shall be in its original form, and shall be received at the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813 before the proposal deadline.

In accordance with HRS Chapter 103D-323, the above shall be in a sum not less than 5% of the amount bid.

1.19.2. **Performance and Payment Bond**

At the time of execution of the contract, the successful bidder shall file a good and sufficient performance bond and a payment bond on the forms furnished by the Department conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and for the prompt payment to all others for all labor and material furnished by them to the bidder and used in the prosecution of the work provided for in the contract. The bonds shall be of an amount equal to 100 percent of the amount of the contract price and include 5 percent of the contract amount estimated to be required for extra work. The bidder shall limit the acceptable performance and payment bonds to the following:

- A. Legal tender;
- B. Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or
- C. A certificate of deposit; share certificate; cashier's check; treasurer's check, teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
 1. The bidder may use these instruments only to a maximum of \$100,000.
 2. If the required security or bond amount totals over \$100,000 more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.

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

1.20. RESPONSIBILITY OF OFFERS; HAWAII COMPLIANCE EXPRESS

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

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Workers' Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- One of the following:



1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a “Hawaii business”) or
2. Be registered to do business in the State of Hawaii (hereinafter referred to as a “compliant non-Hawaii business”).

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

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

1.21. FAILURE TO EXECUTE CONTRACT, TIMELY SUBMISSION OF CERTIFICATES

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

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

1.22. NOTIFICATION OF AWARD; NON-SELECTED OFFEROR

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

1.23. DEBRIEFING

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

1.24. PROTEST

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

1.25. COOPERATIVE PURCHASING AGREEMENT

The State of Hawaii and the City and County of Honolulu have entered into a cooperative purchasing agreement to enable the City’s Department of Transportation Services (DTS) the ability to purchase these goods and services through this contract. The decision to use this contract will be at the discretion of the DTS. See *Appendix K1 City Oahu Traffic Signal Inventory* for a list of City signalized intersections on Oahu that may be implemented under this cooperative purchasing agreement.

2. RFP PURPOSE AND OVERVIEW

2.1. PROJECT OVERVIEW

This project seeks to acquire:

- Traffic signal central system, including head-end software and server hardware.
- Configuration and installation of approximately 255 State-furnished traffic signal controllers on Oahu. The State-furnished traffic signal controllers will be the Q-Free Intelight 2070LX controller.
- Local controller firmware, including configuration.
- Conflict monitor units, which are compatible with the State-furnished **and Offeror-furnished** controllers.
- Cellular modems and required accessories with FirstNet cellular service
- ATCS and ATSPM modules at 118 Oahu intersections
- Supplemental traffic detection at 118 Oahu intersections
- Implementation and integration of **State-furnished** controllers, firmware, conflict monitor units, cellular modems, ATCS, ATSPM modules, and the central traffic management system.
- Training of State and County personnel on vendor firmware, central management system, and controller hardware.
- ~~Traffic signal operations and~~ Litigation support.
- Traffic signal system **maintenance warranty** period.
- Software assurance support.
- **Configuration and installation of two (2) Offeror-furnished traffic signal controllers on Oahu.**
- **IP and Ethernet over Copper (EOC) communication equipment.**
- **Implementation and integration of two (2) Offeror-furnished controllers, firmware, conflict monitor units, IP/EOC communication, and the central traffic management system.**

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

See *Appendix K1 DTS Oahu Traffic Signal Inventory* for a list of DTS signalized intersections on Oahu. The Offeror-furnished controllers will be installed at intersection numbers C138 and C139.



3. SCOPE OF WORK AND REQUIREMENTS

3.1. SYSTEM / EQUIPMENT PROCUREMENT AND INSTALLATION

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

3.1.1. Traffic Signal Central System

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

The City will provide the IP schema for the new signal system with the Offeror responsible for configuring the provided IP's into Contractor provided equipment as well as the State-furnished controllers. The City will be responsible for the VLAN network between the JTMC servers and JTMC workstations as well as the WAN to the City intersections. For the State cellular network, the Offeror will complete work under 3.1.6, Cellular Modem, with State providing internet connectivity into the JTMC for the cellular based WAN.

For redundancy, the traffic signal central system shall have a backup system. At least one active ("hot") backup in will be required.

Procure, configure, and install the following network equipment for the traffic signal central system JTMC:

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





- One workstation and monitor, including all accessories such as keyboard and mouse. Workstation shall comply with the following minimum requirements:
 - WIN 11 Pro Edition or latest commercial version (approved by Engineer)
 - Dual network interface card capability
 - 32GB Memory
 - 1TB solid state hard drive
 - Intel Core i9-12900
 - Mini-Tower form
 - 2-24" monitors
 - 5 Year support with Next Business Day Onsite Service
- Four (4) network interface cards for existing client workstations (1Gbps min capacity). Existing workstations are located on the second floor, on the Operations Floor.



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

3.1.2. **Traffic Signal Central System Licenses**



Procure and integrate all traffic signal central system licenses necessary for the 255 State intersections **and 2 City intersections**. All periodic costs (e.g., annual) shall be covered for the duration of the Contract.

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

3.1.3. **Local Controller Firmware**



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

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

3.1.4. **Conflict Monitor Units**



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

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



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

3.1.5. **Cellular Modem**



Procure, configure, and install environmentally hardened cellular modems and all required accessories with static IP addresses. Cellular modems shall be capable of accessing the FirstNet Band 14 as well as the 5G cellular network when available. For all State-furnished controllers at HDOT intersections, the modem shall provide communication to the traffic signal central system.

Additionally, at intersections where Supplemental Intersection Detection (see Section 3.1.9) is installed, an additional modem shall be provided for HDOT traffic monitoring purposes.

All cellular modems shall include or comply with the following:

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



~~Cellular modem procurement will not be paid for separately but will be considered incidental to Controller, Conflict Monitor Unit and Cellular Modem Implementation.~~ The Engineer will pay for the accepted Cellular Modem at the contract price per pay unit, as shown in OF-2, Offer Form. Payment will be full compensation for work prescribed in this section and the contract documents.

3.1.6. **Cellular Data Service**



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

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

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

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

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

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

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

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

3.1.9. **Supplemental Intersection Detection**

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

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

3.1.10. **Service Agreement Extension**

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

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

3.1.11. **Offeror-Furnished Traffic Signal Controller**

Procure, configure, and install new 2070LX controllers. The functional and technical requirements for the 2070LX controllers to be procured are defined in Appendix I.

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

3.1.12. **Ethernet over Copper (EOC) Extender**





Procure, configure, and install EOC extenders at City intersections in Offeror-furnished controllers to enable ethernet communication over the City's existing copper interconnect cable infrastructure. These items are intended for use at City signals that currently use copper interconnect cable for communication with the JTMC, but do not currently have access to ethernet via the City's fiber optic network.

EOC extenders shall include or comply with the following:

1. 1 port RJ45-10/100 Base-TX Ethernet, minimum
2. Extends Ethernet minimum of 3000 feet at 10 Mbps or 1000 feet at 100 Mbps over UTP
3. Operating temperature range (minimum): -40° C to 65° C
4. Storage temperature range (minimum): -40° C to 80° C
5. Operating and storage humidity (non-condensing) ranges (minimum): 0% to 90%

EOC Extender procurement will not be paid for separately but will be considered incidental to EOC Communication Implementation.

3.2. ACCEPTANCE TEST PLAN

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

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

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

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

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

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

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

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

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

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

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

3.3. TRAINING



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

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



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

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

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

3.4. SYSTEM DOCUMENTATION



3.4.1. Site Evaluation of Existing Conditions (HDOT Intersections Only)

Offeror shall conduct a site evaluation of all HDOT intersections included in this project within ~~60~~ 90 calendar days of NTP1. This shall include but not be limited to:

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

3.4.2. Documentation of Proposed System

The Offeror shall fulfill the following documentation requirements:

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

The system documentation shall:

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

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

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

3.5. IMPLEMENTATION AND INTEGRATION

3.5.1. Implementation Plan

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

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



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

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

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



System Implementation Test plans shall be submitted within ~~sixty one hundred and twenty~~ (120) days of NTP1.

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

3.5.2. **Traffic Signal Central System Implementation**

The Offeror shall fulfill the following installation requirements:

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

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

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

3.5.3. **State-furnished Controller, Conflict Monitor Unit, and Cellular Modem Implementation**



This item pertains to the implementation of State-furnished controllers, conflict monitor units, and cellular modems at all 255 HDOT intersections listed in Appendix K.

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

The Offeror shall also:

- 1. Follow its proposed deployment phasing, as identified in its implementation plan.
- 2. Integrate controller hardware, local controller firmware, and traffic management system. The existing City and County of Honolulu QuicNet traffic signal central system shall remain separate and shall not be integrated with the new system.
- 3. Install the controller hardware, local controller firmware, conflict monitor units, cellular modems, and all other required equipment. The Offeror shall not drill any penetrations through the traffic signal cabinets.
- 4. Ensure training has been successfully completed prior to installation.

5. Remove and clean existing Type 170/170e controllers and 210 conflict monitors. Return existing equipment to the City and County of Honolulu, Traffic Signal Baseyard at 625 Middle Street, Honolulu, Hawaii, 96819.
6. Arrange work to minimize the downtime of the intersection during the controller hardware replacement. Downtime of each intersection shall not exceed 30 minutes. Contractor shall procure the use of Special Duty Police Officers at its own cost to direct traffic until traffic signal system is put back into operation.
7. Conduct the approved SIT to confirm expected operation of the controller equipment and the traffic signal system.



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

3.5.4. Supplemental Detection & ATCS Implementation

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

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

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

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

3.5.5. Offeror-furnished Controller and Conflict Monitor Implementation

This item pertains to implementation of Offeror-furnished controllers and conflict monitors, which includes the two City intersection locations C138 and C139 indicated in Appendix K1.

Offeror shall conduct a site evaluation of the intersection 45 days minimum before deployment. This shall include but not be limited to:

1. Physical inventory of existing traffic signal controller cabinet and existing detection at the intersection. All existing traffic signal controller equipment should comply with the Hawaii Standard Specification Subsection 770.05 – Controller Equipment. Identify any incompatibility issues which might prevent the implementation of this scope. Present all such issues to the Engineer for evaluation.
2. Assess the existing operating conditions. As part of the site evaluation, the Offeror shall also determine if there are any non-functioning traffic signal equipment that would affect the traffic signal optimization work described in *Section 3.10*.



3. Retrieve existing signal timing plans from the traffic signal controllers and existing traffic signal system, as needed. Furnish retrieved timing plans to the Engineer for confirmation prior to implementation.
4. Document intersection detection to support completion of central system graphical user interfaces as described in Requirement C-104 of Appendix I including but not limited to vehicles, pedestrians, bicycle, emergency vehicle preemption, railroad preemption, and transit priority detection calls.
5. Provide the Engineer all information in written format as described above.

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

The Offeror shall also:

1. Follow its proposed deployment phasing, as identified in its implementation plan.
2. Integrate controller hardware, local controller firmware, and traffic management system.
3. After communication (via IP or EOC) has been established with JTMC, integrate controller hardware, local controller firmware, and traffic management system.
 - a. For isolated City intersections with no existing communication to the JTMC via existing IP or twisted pair copper cable connections, the Offeror-furnished controller shall be recorded in the traffic management system but no communication will be established.
4. Install the controller hardware, local controller firmware, conflict monitor units, and all other required equipment. The Offeror shall not drill any penetrations through the traffic signal cabinets.
5. Ensure training has been successfully completed prior to installation.
6. Remove and clean existing Type 170/170e controllers and 210 conflict monitors. Return existing equipment to the City and County of Honolulu, Traffic Signal Baseyard at 625 Middle Street, Honolulu, Hawaii, 96819.
7. Arrange work to minimize the downtime of the intersection during the controller hardware replacement. Downtime of each intersection shall not exceed 30 minutes. Contractor shall procure the use of Special Duty Police Officers at its own cost to direct traffic until traffic signal system is put back into operation.
8. Conduct the approved SIT to confirm expected operation of the controller equipment and the traffic signal system.

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

3.5.6. **IP Communication Implementation**

For select City intersections with existing access to ethernet (via CCTV cabinets with IP), furnish connection between Offeror-furnished controller and network switch in nearby CCTV cabinet to establish IP communications with the JTMC.

Offeror to provide this item at the Kalaeloa Blvd/Lauwiliwili St (C139) intersection. Other City intersections with existing access to ethernet are shown on Appendix K1.





Prior to establishing connection, coordinate with DTS forces to confirm existing network switches have been configured to receive the connection. Provide and install new CAT6A cable in existing conduits to furnish connection.

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

3.5.7. **EOC Communication Implementation**

For select City intersections with signal cabinets that currently communicate with the JTMC via existing twisted pair copper interconnect cable connections, install and integrate EOC extenders to re-establish communications over the existing copper cables via ethernet.

Offeror to provide this item at the Kalaeloa Blvd/Malakole St (C138) intersection. Other City intersections that currently communicate with the JTMC via existing twisted pair copper interconnect cable are shown on Appendix K1.

The Offeror shall:

1. Contact DTS three working days prior to disconnection of the existing interconnect cables.
2. Provide sufficient quantity of EOC extenders to account for each existing copper cable connection in the existing signal cabinet.
3. Splice existing copper cable connections to the EOC extenders.
4. Provide CAT6A connection from the EOC extender to the Offeror-furnished controller.

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

3.6. **TRAFFIC SIGNAL OPTIMIZATION**

3.6.1. **Traffic Signal Timing Optimization Approach**

Federal Highway Administration (FHWA) studies have shown that traditional methods and techniques for signal optimization is recommended to be used for non-congested corridors/intersections. The studies recommend against depending on signal timing optimization tools to provide solutions for situations where there are growing residual queues. HDOT has determined to avoid situations where there would be growing residual queues that their strategies/objectives for a congested corridor/intersection shall be as follows:

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

The Offeror shall:

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

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

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

When directed by the Engineer, the Offeror shall:

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

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

 **3.7. TRAFFIC SIGNAL SYSTEM MAINTENANCE**


Traffic Signal System Maintenance has been deleted from the RFP in entirety.

3.8. TRAFFIC SIGNAL OPERATION AND LITIGATION SUPPORT

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

- ~~1. Traffic Signal Operation~~
 - ~~a. Develop signal timing plans for the Engineer's review and approval.~~
 - ~~b. Modify signal timing in advance of and monitor operation during planned events.~~
 - ~~c. Modify signal phasing and timing, as needed.~~
 - ~~d. Coordinate signal timing with City and County of Honolulu, Department of Transportation Services for City signals in the vicinity, as needed.~~
2. Litigation Support
 - a. Provide documentation as requested by the State.
 - b. Provide deposition on the operation of the Contractor-provided traffic signal system.
 - c. Provide testimony on the operation of the Contractor-provided traffic signal system, as needed.
3. Complaint Response and Resolution
 - a. Provide written responses, on behalf of HDOT, to the Engineer for its review and further action of any traffic signal complaints, inquiries, or comments related to the Contractor-provided traffic signal system.
 - b. Investigate to qualify complaint and determine needed work for a resolution.
 - c. Modify traffic signal operation, as needed.
 - d. Coordinate with City and County of Honolulu, Department of Transportation Services on any needed assistance.

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

 ~~Traffic Signal Operation and~~ Litigation Support will be paid on a force account basis in accordance with HDOT 2005 Standard Specifications for Road and Bridge Construction, as amended (HDOT Standard Specifications) currently Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer. Any required traffic signal operation of Contractor-

provided material and equipment prior to acceptance of an intersection will not be paid separately but will be considered incidental to the various items.

3.9. WARRANTY

The Offeror shall fulfill the following warranty requirements:

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

Warranty will not be paid for separately but will be considered incidental to the various items. See Appendix J Special Provision 623 for more information.

3.10. SOFTWARE ASSURANCE SUPPORT

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

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

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

3.11. MAINTENANCE OF TRAILERS

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

3.12. EROSION CONTROL

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

3.13. MOBILIZATION

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

3.14. TRAFFIC CONTROL

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

3.15. CRIMINAL HISTORY RECORD CHECKS

Due to the nature of public safety activities that are performed by the various Public-Safety Answering Point (PSAP) agencies in the Joint Traffic Management Center (JTMC), additional

background checks and confidentiality restrictions will be required for unescorted access of Contractor personnel in the JTMC.

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

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

3.16. CONFIDENTIALITY STATEMENT

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

3.17. NATIONAL HISTORIC PRESERVATION ACT (SECTION 106) CONDITIONS

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

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

3.18. ENDANGERED SPECIES ACT (SECTION 7) CONDITIONS

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

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

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

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

4.9.5. Supplemental Information

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

4.10. SECTION 4: WORK PLAN

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

In particular, the Offeror should include the following:

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



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

- Acceptance Test Plan.

4.11. SECTION 5: PROPOSED TECHNICAL SOLUTION

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

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

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

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

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

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

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4.12. SECTION 6: SOFTWARE ASSURANCE

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



Appendix K. HDOT Oahu Traffic Signal Inventory

Appendix K1. DTS Oahu Traffic Signal Inventory

Appendix L. Record Drawings for Intersections with ATCS

Appendix M. Typical ATCS Detection Installation Details

APPENDIX B: OFFER FORM, OF-2

| ITEM NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|------------------|--------|------------|----------------|
| 209.0100 | Additional Water Pollution, Dust, and Erosion Control | F.A. | F.A. | F.A. | \$250,000.00 |
| 623.1100 | Intersection Detection (4-Way) | 77 | EACH | \$ _____ | \$ _____ |
| 623.1200 | Intersection Detection (3-Way) | 35 | EACH | \$ _____ | \$ _____ |
| 623.1300 | Intersection Detection (2-Way) | 6 | EACH | \$ _____ | \$ _____ |
| 623.2100 | Mid-Block Magnetometer Detection, per Intersection | 99 | EACH | \$ _____ | \$ _____ |
| 623.4100 | Additional Signal Work and Equipment | F.A. | F.A. | F.A. | \$2,000,000.00 |
| 636.0100 | Additional E-Construction Programs, Additional Licenses, or Additional Equipment | F.A. | F.A. | F.A. | \$150,000.00 |
| 645.0200 | Additional Police Officers, Additional Traffic Control Devices, and Advertisement | F.A. | F.A. | F.A. | \$250,000.00 |
| 696.0100 | Maintenance of Trailers | F.A. | F.A. | F.A. | \$100,000.00 |
| 697.3012 | Traffic Signal Central System Licenses | 255 257 | EACH | \$ _____ | \$ _____ |
| 697.3013 | Local Controller Firmware | 255 257 | EACH | \$ _____ | \$ _____ |
| 697.3016 | Cellular Data Service | 15,912 | MONTHS | \$ _____ | \$ _____ |

| ITEM NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|--|-------------------|-------------------|---------------------|---------------------|
| 697.3017 | ATCS, per Intersection | 118 | EACH | \$ _____ | \$ _____ |
| 697.3018 | ATSPM Module, per Intersection | 118 | EACH | \$ _____ | \$ _____ |
| 697.3019 | Software Assurance Agreement Two Year Extension | L.S. | L.S. | L.S. | \$ _____ |
| 697.3030 | Training | L.S. | L.S. | L.S. | \$ _____ |
| 697.3031 | Refresh Training | L.S. | L.S. | L.S. | \$ _____ |
| 697.3040 | System Documentation | L.S. | L.S. | L.S. | \$ _____ |
| 697.3041 | As-Builts | L.S. | L.S. | L.S. | \$ _____ |
| 697.3052 | Traffic Signal Central System Implementation | L.S. | L.S. | L.S. | \$ _____ |
| 697.3053 | State-furnished Controller, Conflict Monitor Unit, and Cellular Modem Implementation, per Intersection | 255 | EACH | \$ _____ | \$ _____ |
| 697.3101 | Traffic Signal Timing Optimization Approach | L.S. | L.S. | L.S. | \$ _____ |
| 697.3102 | Develop and Implement Recommended Optimization Measures | F.A. | F.A. | F.A. | \$1,750,000.00 |
| 697.3204 | Traffic Signal System Maintenance, per Intersection | 40,836 | MONTHS | \$ _____ | \$ _____ |

| ITEM NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|------------------|------|------------|--|
| 697.3202 | Traffic Signal Operation and Litigation Support | F.A. | F.A. | F.A. | \$1,200,000.00 \$500,000.00 |
| 697.3301 | Conflict Monitor Unit | 257 | EACH | \$ _____ | \$ _____ |
| 697.3302 | Cellular Modem | 373 | EACH | \$ _____ | \$ _____ |
| 697.3303 | Offeror-furnished Traffic Signal Controller | 2 | EACH | \$ _____ | \$ _____ |
| 697.3304 | Offeror-furnished Controller and Conflict Monitor Unit Implementation, per Intersection | 2 | EACH | \$ _____ | \$ _____ |
| 697.3305 | IP Communication Implementation, per Intersection | 1 | EACH | \$ _____ | \$ _____ |
| 697.3306 | EOC Communication Implementation, per Intersection | 1 | EACH | \$ _____ | \$ _____ |
| 699.0100 | Mobilization (Not to Exceed 6 Percent of the Sum of All Items Excluding the Bid Price of this Item) | L.S. | L.S. | L.S. | \$ _____ |

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

\$ _____

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

I certify that, to the best of my knowledge and belief, the pricing data and cost included in OF-2 is accurate, complete, and current as of _____, 2023 and will be honored for up to a maximum of 90 days or as provided in section 1.16, or until the contract is executed, whichever is sooner.

Authorized (Original) Signature: _____

Name and Title: _____

Offeror: _____

Name of Company

APPENDIX H: FEDERAL AID CONSTRUCTION REQUIREMENTS

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

Offerors are directed to read and be familiar with EXHIBIT B Requirements for Participation By Disadvantaged Business Enterprises (DBEs), which establishes the program requirements pursuant to Title 49 Code of Federal Regulations Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith. The DBE forms included in Appendix H shall be submitted by the cost proposal deadline.. All Bidders must e-mail the Engineer at tara.yi.lucas@hawaii.gov the Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction, Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Trucking Company and Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement –Subcontractor, Manufacturer, or Supplier by April 7, 2023 at 2:00 PM HST. Failure to provide these documents shall be cause for bid/proposal rejection.

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

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

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

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

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

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

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

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

EXHIBIT B

Requirements for Participation
by
Disadvantaged Business Enterprises (DBEs)

Project Title: Traffic Signal Controller Installation and Adaptive Signal
Control Technology at Various Locations, Oahu

Project No.: STP-0300(189)

Amount of Proposal: \$ _____

HDOT DBE Project Goal: Three Percent (3%)

I. GENERAL

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

II. POLICY

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

III. DEFINITION

Disadvantaged Business Enterprise or **DBE** means a for-profit small business concern—

- (1) That is at least fifty-one (51) percent owned by one (1) or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51) percent of the stock is owned by one (1) or more such individuals; and
- (2) Whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it.

IV. DBE ASSURANCES

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

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

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

V. **PROPOSER RESPONSIBILITIES**

All Proposers are required to register with the Department’s Office of Civil Rights (OCR), DBE Section, using the Bidder Registration Form which can be downloaded from the Department’s website at <https://hidot.hawaii.gov/administration/files/2019/03/Bidder-Registration-Fillable-Form.pdf>. Certified DBEs are automatically registered with the Department and are not required to submit a Bidder Registration Form. All other Proposers are required to complete this form which may be faxed to (808) 831-7944, e-mailed to: HDOT-DBE@hawaii.gov, or mailed to the HDOT DBE Section, 200 Rodgers Boulevard, Honolulu, Hawaii 96819. Proposers are not required to register each time a proposal is submitted, but should notify HDOT DBE Staff of any material changes to the firm, including changes to contact information. Registered Proposers are posted on the website listed above.

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

- A. Proposers shall take all necessary steps to ensure that DBEs have an opportunity to participate in this contract.
- B. DBEs may participate as a prime consultant, subconsultant, subcontractor, trucker, manufacturer, or vendor of materials or supplies. DBEs may also team with other DBE or non-DBE firms as part of a joint venture or partnership.
- C. Agreements between a Proposer and a DBE in which a DBE promises not to provide subcontracting quotations to other Proposers are strictly prohibited.
- D. A DBE shall be certified by the Department under the appropriate North American Industry Classification System (NAICS) code and work in their registered field of work in order for credit to be allowed.

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- E. Information regarding the current certification status of DBEs is available on the Internet at <https://hdot.dbesystem.com/>.
- F. Commercially Useful Function (“CUF”). A DBE must perform a CUF. This means that a DBE must be responsible for the execution of a distinct element of the work, must carry out its responsibility by actually performing, managing, and supervising at least 30% of the work involved by using its own employees and equipment, must negotiate price, determine quality and quantity, order and install material (when applicable), and must pay for the material itself.¹

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

VI. PROPOSAL REQUIREMENTS

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

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

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

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

VII. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL

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

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contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business;

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

G. The following factors are used in counting DBE participation for trucking companies:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract;

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3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as an DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department operating administration.
EXAMPLE: DBE firm X uses two (2) of its own trucks on a contract, leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two (2) trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z;
6. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
EXAMPLE: DBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four (4) trucks; and
7. For purposes of determining whether a trucking firm performs a CUF, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- H. If a firm is not currently certified as a DBE in accordance with standards of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i);
- I. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the Department's overall goal; and
- J. Do not count the participation of a DBE subconsultant toward a consultant's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.
- K. The proposer may be a joint venture or partnership that has a certified DBE as a partner. A "Joint Venture" means an association between a DBE firm and one (1) or more other firms to carry out a single, for-profit, business enterprise for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract, and whose share in the capital contribution, control, management, risks and profits are commensurate with its ownership interest.
- L. Effects of a Summary Suspension of a DBE. When a DBE's certification is suspended, the DBE may not be considered to meet a contract goal on a new contract and any work it does on a contract received during the suspension shall not be counted towards the overall goal. The DBE may continue to perform work under an existing contract executed before the DBE received a Notice of Suspension and may be counted towards the contract goal during the period of suspension as long as the DBE is performing a CUF under the existing contract.
- M. Effects of Decertification of a DBE. Should a DBE become decertified during the term of the subcontract for reasons beyond the control of and with no fault or negligence on the part of the consultant, the work remaining under the subcontract may be credited towards the contract goal, but are not included in the overall accomplishments.

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

VIII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM

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

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1. The second party (typically the prime consultant) acts solely as a guarantor;
 2. The DBE must release the check to the supplier;
 3. The use of joint checks is a commonly recognized business practice;
 4. The Department must approve the use of joint checks prior to use by consultant and/or DBEs. As part of this approval process the Department will analyze industry practice to confirm that the use of joint checks is commonly employed outside of the DBE program for non-DBE subcontractors on both federal and state funded contracts. Using joint checks shall not be approved if it conflicts with other aspects of the DBE Regulations regarding CUF; and
 5. The Department will monitor the use of joint checks closely to avoid abuse.
- B. Consultants and DBEs should review the following general guidelines when determining whether to use joint checks closely to avoid abuse:
1. That standard industry practice applies to all consultants (federal and state contracts);
 2. Use of joint checks must be available to all subconsultants;
 3. Material industry sets the standard industry practice, not prime consultants;
 4. Short term, not to exceed reasonable time (i.e., one (1) year, two (2) years) to establish/increase a credit line with the material supplier;
 5. No exclusive arrangement between one (1) prime and one (1) DBE in the use of joint checks that might bring the independence of the DBE into question;
 6. Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract;
 7. The DBE is normally responsible to install and furnish the work item; and
 8. The DBE must be more than an extra participant in releasing the check to the material supplier.
- C. The Department shall allow the use of joint checks if the following general conditions are met:
1. DBE submits request to the Department for action;
 2. There is a formalized agreement between all parties that specify the conditions under which the arrangement shall be permitted;
 3. There is a full and prompt disclosure of the expected use of joint checks;
 4. The Department will provide prior approval;
 5. DBE remains responsible for all other elements of 49 CFR 26.55(c)(1);
 6. The agreement states clearly and determines that independence is not threatened because the DBE retains final decision making responsibility;

7. The Department will determine that the request is not an attempt to artificially inflate DBE participation;
8. Standard industry practice is only one (1) factor;
9. The Department will monitor and maintain oversight of the arrangement by reviewing cancelled checks and/or certification statement of payment; and
10. The Department will verify there is no requirement by prime consultant that the DBE is to use a specific supplier nor the prime consultant's negotiated unit price

IX. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

- A. It is the sole responsibility of the proposer to submit any and all documents, logs, correspondence, and any other records or information to the Department that will demonstrate that the proposer made good faith efforts to meet the DBE goal. In its good faith evaluation, the Department shall perform the following as part of its evaluation: a) request additional information and documents from the proposer; b) compare the proposer's proposal against the proposals of other proposers, and compare the DBEs and DBE work areas utilized by the proposer with the DBEs listed in other proposals submitted for this contract; c) verify contacts by proposers with DBEs; and d) compare the DBE and the categories of DBE work targeted by the proposer for participation in the contract, with the total pool of available DBEs ready, willing and able to perform work on each particular subcontract targeted by the proposer. Actions on the part of the proposer that will be considered demonstrative of good faith efforts include, but are not limited to, the following:
1. Whether the proposer submitted the required information with its cost proposal (i.e. DBE name, address, NAICS code, description of work, project name, and number), and dollar amounts for all subconsultants with their proposal;
 2. Whether the proposer solicited through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract. The Department will also consider whether the proposer solicited the participation of potential DBEs as early in the procurement process as practicable, and allowed sufficient time for the DBEs to properly inquire about the project and respond to the solicitation. The Department will also review whether the proposer took appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project;
 3. Whether the proposer identified and broke up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking

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

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

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

X. ADMINISTRATIVE RECONSIDERATION.

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

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

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

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

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

XI. AWARD OF CONTRACT

- A. In a request for proposal (RFP) procurement, the Department reserves the right to reject any or all proposals. The award of contract, if it is awarded, will be to the proposer with the highest score in accordance with the evaluation criteria set forth in the RFP and who meets or exceeds the DBE project goal, or who makes good faith efforts to meet or exceed the DBE project goal, as determined by the Department.
- B. If the proposer with the highest score does not meet the DBE project goal and does not demonstrate to the satisfaction of the Department that it made good faith efforts to meet the DBE project goal, such proposal shall be rejected. The Department will then consider the next highest scoring proposal for award in accordance with paragraph A above.

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

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

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

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

The written notice by the consultant must include the following:

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

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2. The projected date that the consultant shall require a substitution or replacement DBE to commence work if consent is granted by the Department;
3. Documentation of facts that describe and cite specific actions or inactions on the part of the affected DBE that led to the consultant's conclusion that the DBE is unwilling, unable, or ineligible to perform work on the contract;
4. A brief statement of the affected DBE's capacity and ability or inability to perform the work as determined by the consultant;
5. Documentation of consultant's good faith efforts to enable affected DBE to perform the work;
6. The current percentage of work completed on each proposal item by the affected DBE;
7. The total dollar amount currently paid per proposal item for work performed by the affected DBE;
8. The total dollar amount per proposal item remaining to be paid to the DBE for work completed but for which the DBE has not received payment, and with which the consultant has no dispute; and
9. The total dollar amount per proposal item remaining to be paid to the DBE for work completed, for which the DBE has not received payment, and with which the consultant and DBE have a dispute.

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

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

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

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7. The listed DBE subconsultant voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
8. The listed DBE subconsultant is ineligible to receive DBE credit for the type of work required; and
9. A DBE owner dies or becomes disabled with the result that the listed DBE consultant is unable to complete its work on the contract.

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

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

XIII. CONTRACT COMPLIANCE

This contract is subject to contract compliance tracking, and the prime consultant and all subconsultants are required to report payments electronically in the Department's online Certification and Contract Compliance Management System (hereafter referred to as "online tracking system"). The prime consultant shall report the date payment was made by the Department and shall report payment to all subconsultants for the audit period. The prime consultant and all subconsultants are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the online tracking system on a regular basis to manage contact information and contract records.

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

XIV. PAYMENT

- A. The Department will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to

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correction at any time prior to or in the final estimate and payment. The Department will not withhold any amount from any payment to the consultant, including retainage.

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

Subconsultants, including lower tier subconsultants and/or suppliers will confirm the timeliness and the payment amounts received utilizing the online tracking system. Discrepancies will be investigated by the DBE Program Office and the project engineer. Payments to the subconsultants, including lower tier subconsultants, and including retainage released after the subconsultant or lower tier subconsultant's work has been accepted, will be reported by the consultant or the subconsultant.

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

XV. RECORDS

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

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

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

XVI. FAILURE TO COMPLY WITH DBE REQUIREMENTS

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

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

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

"General Decision Number: HI20230001 03/10/2023

Superseded General Decision Number: HI20220001

State: Hawaii

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

Counties: Hawaii Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/06/2023 |
| 1 | 01/13/2023 |
| 2 | 01/27/2023 |
| 3 | 02/17/2023 |
| 4 | 02/24/2023 |
| 5 | 03/10/2023 |

ASBE0132-001 06/05/2022

| | Rates | Fringes |
|---|----------|---------|
| Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls..... | \$ 42.80 | 25.85 |

BOIL0627-005 01/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 37.25 | 31.25 |

BRHI0001-001 09/05/2022

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER Bricklayers and Stonemasons. | \$ 47.24 | 31.33 |
| Pointers, Caulkers and Weatherproofers..... | \$ 47.49 | 31.33 |

BRHI0001-002 09/05/2022

| | Rates | Fringes |
|---|----------|---------|
| Tile, Marble & Terrazzo Worker Terrazzo Base Grinders..... | \$ 43.79 | 33.10 |
| Terrazzo Floor Grinders and Tenders..... | \$ 42.24 | 33.10 |
| Tile, Marble and Terrazzo Workers..... | \$ 45.60 | 33.10 |

CARP0745-001 10/01/2021

| | Rates | Fringes |
|---|----------|---------|
| Carpenters: Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man..... | \$ 51.25 | 24.84 |

| | | |
|--|----------|-------|
| Millwrights and Machine Erectors..... | \$ 51.50 | 24.84 |
| Power Saw Operators (2 h.p. and over)..... | \$ 51.40 | 24.84 |

 CARP0745-002 10/01/2021

| | Rates | Fringes |
|---|----------|---------|
| Drywall and Acoustical Workers and Lathers..... | \$ 51.50 | 24.84 |

 ELEC1186-001 08/22/2022

| | Rates | Fringes |
|------------------------------|----------|---------|
| Electricians: | | |
| Cable Splicers..... | \$ 60.51 | 30.90 |
| Electricians..... | \$ 53.55 | 30.69 |
| Telecommunication worker.... | \$ 34.94 | 13.69 |

 ELEC1186-002 08/22/2022

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction: | | |
| Cable Splicers..... | \$ 60.51 | 30.90 |
| Groundmen/Truck Drivers..... | \$ 40.16 | 25.34 |
| Heavy Equipment Operators... | \$ 48.20 | 28.43 |
| Linemen..... | \$ 53.55 | 30.69 |
| Telecommunication worker.... | \$ 34.94 | 13.69 |

 ELEV0126-001 01/01/2023

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 68.08 | 37.335+a+b |

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

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

 ENGI0003-002 09/03/2018

| | Rates | Fringes |
|--|----------|---------|
| Diver (Aqua Lung) (Scuba)) | | |
| Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)... | \$ 66.00 | 31.26 |
| Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet).. | \$ 56.63 | 31.26 |
| Stand-by Diver (Aqua Lung) (Scuba)..... | \$ 47.25 | 31.26 |
| Diver (Other than Aqua Lung) | | |
| Diver (Other than Aqua Lung)..... | \$ 66.00 | 31.26 |
| Diver Tender (Other than Aqua Lung)..... | \$ 44.22 | 31.26 |
| Stand-by Diver (Other than Aqua Lung)..... | \$ 47.25 | 31.26 |

Helicopter Work

| | | |
|-----------------------------|----------|-------|
| Airborne Hoist Operator | | |
| for Helicopter..... | \$ 45.80 | 31.26 |
| Co-Pilot of Helicopter..... | \$ 45.98 | 31.26 |
| Pilot of Helicopter..... | \$ 46.11 | 31.26 |

Power equipment operator -
tunnel work

| | | |
|----------------|----------|-------|
| GROUP 1..... | \$ 42.24 | 31.26 |
| GROUP 2..... | \$ 42.35 | 31.26 |
| GROUP 3..... | \$ 42.52 | 31.26 |
| GROUP 4..... | \$ 42.79 | 31.26 |
| GROUP 5..... | \$ 43.10 | 31.26 |
| GROUP 6..... | \$ 43.75 | 31.26 |
| GROUP 7..... | \$ 44.07 | 31.26 |
| GROUP 8..... | \$ 44.18 | 31.26 |
| GROUP 9..... | \$ 44.29 | 31.26 |
| GROUP 9A..... | \$ 44.52 | 31.26 |
| GROUP 10..... | \$ 44.58 | 31.26 |
| GROUP 10A..... | \$ 44.73 | 31.26 |
| GROUP 11..... | \$ 44.88 | 31.26 |
| GROUP 12..... | \$ 45.24 | 31.26 |
| GROUP 12A..... | \$ 45.60 | 31.26 |

Power equipment operators:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

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

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

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

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

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

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

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

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

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and

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

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

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

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

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

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

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

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

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

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

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

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

ENGI0003-004 09/04/2017

Rates Fringes

Dredging: (Boat Operators)

| | | |
|--|----------|-------|
| Boat Deckhand..... | \$ 41.22 | 30.93 |
| Boat Operator..... | \$ 43.43 | 30.93 |
| Master Boat Operator..... | \$ 43.58 | 30.93 |
| Dredging: (Clamshell or Dipper Dredging) | | |
| GROUP 1..... | \$ 43.94 | 30.93 |
| GROUP 2..... | \$ 43.28 | 30.93 |
| GROUP 3..... | \$ 42.88 | 30.93 |
| GROUP 4..... | \$ 41.22 | 30.93 |
| Dredging: (Derricks) | | |
| GROUP 1..... | \$ 43.94 | 30.93 |
| GROUP 2..... | \$ 43.28 | 30.93 |
| GROUP 3..... | \$ 42.88 | 30.93 |
| GROUP 4..... | \$ 41.22 | 30.93 |
| Dredging: (Hydraulic Suction Dredges) | | |
| GROUP 1..... | \$ 43.58 | 30.93 |
| GROUP 2..... | \$ 43.43 | 30.93 |
| GROUP 3..... | \$ 43.28 | 30.93 |
| GROUP 4..... | \$ 43.22 | 30.93 |
| GROUP 5..... | \$ 37.88 | 26.76 |
| Group 5..... | \$ 42.88 | 30.93 |
| GROUP 6..... | \$ 37.77 | 26.76 |
| Group 6..... | \$ 42.77 | 30.93 |
| GROUP 7..... | \$ 36.22 | 26.76 |
| Group 7..... | \$ 41.22 | 30.93 |

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

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

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

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

DERRICK CLASSIFICATIONS

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

 ENGI0003-044 09/03/2018

Rates Fringes

| | | |
|---|----------|-------|
| Power Equipment Operators (PAVING) | | |
| Asphalt Concrete Material Transfer..... | \$ 42.92 | 32.08 |
| Asphalt Plant Operator..... | \$ 43.35 | 32.08 |
| Asphalt Raker..... | \$ 41.96 | 32.08 |
| Asphalt Spreader Operator... | \$ 43.44 | 32.08 |

| | | |
|--|----------|-------|
| Cold Planer..... | \$ 43.75 | 32.08 |
| Combination Loader/Backhoe (over 3/4 cu.yd.)..... | \$ 41.96 | 32.08 |
| Combination Loader/Backhoe (up to 3/4 cu.yd.)..... | \$ 40.98 | 32.08 |
| Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)..... | \$ 42.92 | 32.08 |
| Grader..... | \$ 43.75 | 32.08 |
| Laborer, Hand Roller..... | \$ 41.46 | 32.08 |
| Loader (2 1/2 cu. yds. and under)..... | \$ 42.92 | 32.08 |
| Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.)..... | \$ 43.24 | 32.08 |
| Roller Operator (five tons and under)..... | \$ 41.69 | 32.08 |
| Roller Operator (over five tons)..... | \$ 43.12 | 32.08 |
| Screed Person..... | \$ 42.92 | 32.08 |
| Soil Stabilizer..... | \$ 43.75 | 32.08 |

IRON0625-001 09/01/2022

| | Rates | Fringes |
|---|----------|---------|
| Ironworkers:..... | \$ 45.00 | 39.00 |
| a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala. | | |

LAB00368-001 09/05/2022

| | Rates | Fringes |
|---|----------|---------|
| Laborers: | | |
| Driller..... | \$ 41.00 | 24.25 |
| Final Clean Up..... | \$ 30.45 | 19.57 |
| Gunite/Shotcrete Operator and High Scaler..... | \$ 40.50 | 24.25 |
| Laborer I..... | \$ 40.00 | 24.25 |
| Laborer II..... | \$ 37.40 | 24.25 |
| Mason Tender/Hod Carrier.... | \$ 40.50 | 24.25 |
| Powderman..... | \$ 41.00 | 24.25 |
| Window Washer (bosun chair).\$ | 39.50 | 24.25 |

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding;

Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewith; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas,

air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building

materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter

on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

LAB00368-002 09/05/2022

| | Rates | Fringes |
|---------------------------------|----------|---------|
| Landscape & Irrigation Laborers | | |
| GROUP 1..... | \$ 27.25 | 15.80 |
| GROUP 2..... | \$ 28.25 | 15.80 |
| GROUP 3..... | \$ 22.15 | 15.80 |

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered

tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and ""gang"" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

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

and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

LAB00368-003 09/05/2022

| | Rates | Fringes |
|---------------------|----------|---------|
| Underground Laborer | | |
| GROUP 1..... | \$ 40.60 | 24.25 |
| GROUP 2..... | \$ 42.10 | 24.25 |
| GROUP 3..... | \$ 42.60 | 24.25 |
| GROUP 4..... | \$ 43.60 | 24.25 |
| GROUP 5..... | \$ 43.95 | 24.25 |
| GROUP 6..... | \$ 44.20 | 24.25 |
| GROUP 7..... | \$ 44.65 | 24.25 |

GROUP 1: Watchmen; Change House Attendant.

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

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

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

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

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

* PAIN1791-001 01/01/2023

| | Rates | Fringes |
|-------------------------|----------|---------|
| Painters: | | |
| Brush..... | \$ 40.50 | 30.84 |
| Sandblaster; Spray..... | \$ 40.50 | 30.84 |

PAIN1889-001 07/01/2022

| | Rates | Fringes |
|---------------|----------|---------|
| Glaziers..... | \$ 41.50 | 38.37 |

PAIN1926-001 02/27/2022

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|-------------|---------|
| Soft Floor Layers..... | \$ 38.77 | 33.31 |
| ----- | | |
| PAIN1944-001 01/01/2023 | | |
| | Rates | Fringes |
| Taper..... | \$ 44.60 | 33.65 |
| ----- | | |
| PLAS0630-001 09/05/2022 | | |
| | Rates | Fringes |
| PLASTERER..... | \$ 45.00 | 33.58 |
| ----- | | |
| PLAS0630-002 08/31/2020 | | |
| | Rates | Fringes |
| Cement Masons: | | |
| Cement Masons..... | \$ 42.65 | 32.29 |
| Trowel Machine Operators.... | \$ 42.80 | 32.29 |
| ----- | | |
| PLUM0675-001 01/01/2023 | | |
| | Rates | Fringes |
| Plumber, Pipefitter, Steamfitter & Sprinkler Fitter... | \$ 50.98 | 29.30 |
| ----- | | |
| ROOF0221-001 11/06/2022 | | |
| | Rates | Fringes |
| Roofers (Including Built Up, Composition and Single Ply)..... | \$ 43.15 | 21.21 |
| ----- | | |
| * SHEE0293-001 03/05/2023 | | |
| | Rates | Fringes |
| Sheet metal worker..... | \$ 47.37 | 31.71 |
| ----- | | |
| * SUHI1997-002 09/15/1997 | | |
| | Rates | Fringes |
| Drapery Installer..... | \$ 13.60 ** | 1.20 |
| FENCE ERECTOR (Chain Link Fence)..... | \$ 9.33 ** | 1.65 |
| ----- | | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator

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

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

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

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

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

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END OF GENERAL DECISIO"



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

The prime contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in Exhibit B.

IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.

| | |
|---|----------------------------|
| DBE NAME: | Name/Title (please print): |
| Address: | Signature: |
| Phone: <input style="width: 80%;" type="text"/> | Date: |
| Fax: <input style="width: 80%;" type="text"/> | |
| Email: <input style="width: 90%;" type="text"/> | |
| Prime Contractor: | Name/Title (please print): |
| Address: | Signature: |
| Phone: <input style="width: 80%;" type="text"/> | Date: |
| Fax: <input style="width: 80%;" type="text"/> | |
| Email: <input style="width: 90%;" type="text"/> | |
| Subcontractor (only if the DBE will be a second tier sub): | Name/Title (please print): |
| Address: | Signature: |
| Phone: <input style="width: 80%;" type="text"/> | Date: |
| Fax: <input style="width: 80%;" type="text"/> | |
| Email: <input style="width: 90%;" type="text"/> | |

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



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

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

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

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



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

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

As required by the specifications “EXHIBIT B Requirements for Participation by Disadvantaged Business Enterprises (DBEs),” the dollar amount of each subcontract (both DBE and non-DBE firms) for all subcontractors, manufacturers, suppliers, and trucking companies is due with the submission of the cost proposal. **Failure to provide required information sufficient to evaluate the bid/proposal shall be cause for bid/proposal rejection.**

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

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

| Name of Subcontractor, Supplier, Manufacturer, and Trucking Company | DBE (Y/N) | Bid Item Number and Description | Approx. Quantity/Hours | Unit | Unit Price/Rate | Dollar Amount |
|---|-----------|---------------------------------|------------------------|------|-----------------|---------------|
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| A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers | |
| B. Sum of all work items less mobilization, force account items, allowance items | |
| A/B = DBE contract goal | |

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR: _____ DATE: _____

Summary of Good Faith Efforts (GFE)

As required by the specifications “*EXHIBIT B Requirements for Participation by Disadvantaged Business Enterprises (DBEs)*”, documentation of GFE shall be submitted with the submission of the cost proposal. **The bidder/offeror shall respond to the following questions and describe efforts to obtain DBE participation whether or not the DBE project goal is met.** Responses must be sufficient to properly evaluate the bidder’s/offeror’s good faith efforts. Copies of correspondence return receipts, telephone logs, or other documentation will be required to support GFE. Attach additional sheets, if necessary. Based on responses given, HDOT shall make a determination of the bidders’ GFE. **Failure to provide required information sufficient to evaluate the bid/proposal shall be cause for bid/proposal rejection.**

1. Did you submit the required information with the submission of the cost proposal (i.e. DBE name, address, NAICS code, description of work, project name, and number)?
2. Explain your GFE if any, to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract.
 - a. Explain your GFE if any, to solicit the participation of potential DBEs as early in the procurement process as practicable.
 - b. Explain your GFE if any, to allow sufficient time for the DBEs to properly inquire about the project and respond to the solicitation.
 - c. Explain your GFE if any, to take appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project.
3. Explain your GFE if any, to identify and break up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate DBE participation even when you might otherwise prefer to self-perform these work items).
4. Explain your GFE if any, to make available or provide interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assist them in responding to your solicitation.
5. Explain your GFE if any, to negotiate in good faith with interested DBEs. Evidence of such negotiations includes documenting:
 - a) the names, addresses and telephone numbers of DBEs that were contacted;
 - b) a description of the information that was provided to DBEs regarding the plans and specifications; and
 - c) detailed explanation for not utilizing individual DBEs on the project.
6. Did you solely rely on price in determining whether to use a DBE? If yes please explain. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by themselves, sufficient reasons for your refusal to utilize a DBE or

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:

failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire to perform a portion of the work with your own forces, that could have been undertaken by an available DBE, does not relieve you of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal.

7. Did you reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities? If yes, please explain. The DBEs standing within the industry, membership in specific groups, organizations or associates, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs.
8. Explain your GFE to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
9. Explain your GFE if any, to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. If you selected a non-DBE over a DBE subcontractor, please provide the quotes of each DBE and non-DBE subcontractor submitted to you for work on the contract; and for each DBE that was contacted but not utilized for a contract, provide a detailed written explanation for each DBE detailing the reasons for not utilizing or allowing the DBE to participate in the contract.
11. Explain your GFE if any, to effectively use the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs.

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:



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

| | |
|---|--|
| Project # | Self-explanatory |
| County | County where project is located |
| DBE Project Goal | Indicate DBE goal listed in the proposal and/or on Exhibit B - Requirements for Participation by Disadvantaged Business Enterprises (DBEs) |
| Prime Contractor | Name of prime contractor |
| Name of Subcontractor, Supplier, Manufacturer, and Trucking Company | Company name of subcontractor, supplier, manufacturer, or trucking firm |
| DBE (Y/N) | Y for yes and N for no |
| Bid Item Number and Description | Pay item and description |
| Approx. Quantity/ Hours | Self-explanatory |
| Unit | Unit of measure |
| Unit Price/ Rate | Self-explanatory |
| Dollar Amount | Total dollar amount committed to subcontractor, supplier, manufacturer, or trucking firm |
| A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers | Total amount of DBE participation |
| B. Sum of all work items less mobilization, force account items, allowance items | List total of work items minus mobilization, force accounts and allowances. DBE credit shall not be given for mobilization, force account items, and allowance items. |
| A/B = DBE contract goal | Self-explanatory |
| Name and Signature of Authorized Representative of Prime Contractor | Self-explanatory (Note: bidder must sign and date every page of form.) |
| Date | Date form is signed |
| Summary of Good Faith Efforts (GFE) | Complete by answering questions in detail and providing documentation to support how bidder demonstrated good faith efforts to meet the goal, irrespective of whether or not the goal was met. |

EQUAL OPPORTUNITY

1. Selection of Labor

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Division setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Highway Division advising the said labor union or workers' representative of the contractor's commitments under this Section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of

Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Highway Division or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors. Procurement of Materials, and leasing of Equipment

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter

referred to as the "contractor") agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Division or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State Highway Division, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions, of this contract, the State Highway Division shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this Section 3 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State Highway Division or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Division to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by
 0348-0046

| | | |
|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> : | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, <i>if known</i> : |
| 6. Federal Department/Agency: | 7. Federal Program Name/Destination: CFDA Number, <i>if applicable</i> : | |
| 8. Federal Action Number, <i>if known</i> : | 9. Award Amount, <i>if known</i> : \$ | |
| 10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI): | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): |
| (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 11. Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 12. Form of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees(s) or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form - LLL |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal Agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) or Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
0348-0046

Reporting Entity: _____ Page _____ of _____

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party) (Title)
 (1) That I pay or supervise the payment of the persons employed by _____ on
 (Contractor or subcontractor)
 the _____; that during the payroll period commencing on the _____ day of _____,
 (Building or work)
 _____ and ending the _____ day of _____, all persons employed on said project have been paid the
 full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
 _____ from the full weekly wages earned by any person and that no deductions have
 (Contractor or subcontractor)
 been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in
 Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63
 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 2760), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborers or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-
 Referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to
 appropriate program for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an
 amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe
 benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| REMARK | |

| | |
|---|-----------|
| NAME AND TITLE | SIGNATURE |
| THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

**TRAFFIC SIGNAL CONTROLLER INSTALLATION & ADAPTIVE TRAFFIC SIGNAL CONTROL TECHNOLOGY AT VARIOUS LOCATIONS, OAHU
OFFEROR FURNISHED 2070LX SIGNAL CONTROLLER REQUIREMENTS MATRIX**

Instructions to Proposers: Complete this form as described in Section 4.11 of the RFP. Additional sheets may be added, as necessary.

| Requirement Number | Requirement | Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance) | Proposer Explanation and Comment |
|-----------------------------------|--|--|----------------------------------|
| E. Controller Requirements | | | |
| E-1 | The equipment shall be compatible with existing Caltrans 332, 336, or 338 cabinets. | | |
| E-2 | The equipment shall be compatible with future ATC cabinets, which will comply with the ATC Cabinet Standard Version 02 (version 02.02, published March 18, 2019) or a newer published version. | | |
| E-3 | Equipment shall be in rack-mountable configuration (EIA-310-B rack). | | |
| E-4 | Equipment shall be compliant with the latest published version of the Advanced Transportation Controller (ATC) Standard ATC 5201 at the time of delivery. The current latest version is Version 06A (v06.37) dated July 29, 2020. Note that 5201 v06A is already under Maintenance and an updated version, called v06B, is under development with a stated release date in 2023. Include a detailed description of how the Contractor already has addressed or is planning to address hardware differences between 5201v6.25 (the previous standards version), the current 5201v6A.37, and future versions of the 5201 standard in the Proposal Schedule. | | |
| E-5 | Equipment shall be compliant with all requirements of the Communications Interface Details defined in Section 5 of the ATC Standard 5201 including the provision of the communications interface modules needed to support the following: - Provision of two (2) communications interface slots. - Provision of Standardized Legacy Field Connections compliant with Section 5.2.3 to support single-mode and multi-mode fiber connections, Ethernet connections, wireless connection, and copper FSK modem-based connection. The vendor shall identify whether the connections are integral to the controller or via a plug-in module in the Proposal response. | | |

| Requirement Number | Requirement | Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance) | Proposer Explanation and Comment |
|--------------------|---|--|----------------------------------|
| E-6 | <p>Equipment shall have Engine board and CPU that shall comply with all requirements defined in Section 4 of the ATC Standard 5201 including:</p> <ul style="list-style-type: none"> - Provision of Serial Peripheral Interface (SPI) Port with Expanded Addressing capabilities to support interfacing with a Network Switch located in the cabinet. - Provision of detailed documentation for any manufacturer-specific SPI devices to facilitate and enable 3rd party software access. - Provision of the Computer Area Network (CAN) Bus serial interface. Include a detailed description of its use within the proposed controller model in the Proposal response. Pin configuration of CAN SHLD and CAN V+ shall be supported (see Section 5.2.3.8). - Provision of the ability to add an SD Card at a later point. - Compatible with Model 262C detector amplifiers (rotary sw type). | | |
| E-7 | <p>Equipment shall be compliant with all requirements of the User Interface, Power Supply and Mechanical Details defined in Section 5.5 of the ATC Standard 5201 including:</p> <ul style="list-style-type: none"> - Provision of all minimum User Interface Components defined in Table 5-1 - Provision of the following Optional User Interface Components defined in Table 5-2: <ul style="list-style-type: none"> - Parallel I/O C11S - Parallel I/O C1S - Power Switch - Ability to enable other optional components in the future. - If bit-mapped graphics are supported, the vendor shall provide a detailed description of their operational use. - Provision of an optional On/Off power switch as defined in Section 5.6.1. - Provision of optional LED DC Power Indicators as defined in Section 5.6.2. | | |
| E-8 | <p>Equipment shall be compliant with the cabinet-related requirements of the Parallel and Serial I/O Details defined in Section 6 of the ATC standard 5201, specially with:</p> <ul style="list-style-type: none"> - Section 6.2.1 – Parallel Connection to Model 332 Cabinets to support C1/C11 connectors. - Section 6.2.3 – in order for the controller to support SDLC connections to a SDLC-connected detector devices or a future ATC Cabinet, the controller shall provide a Port 1 connector that meets the requirements for NEMA TS2 Port 1. - Section 6.4 – Isolation Requirements. - Section 6.5 – Electrostatic Discharge Protection Requirements. | | |

| Requirement Number | Requirement | Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance) | Proposer Explanation and Comment |
|--------------------|--|--|----------------------------------|
| E-9 | Equipment shall be Internet Protocol (IP) addressable with the ability to assign a unique IP address to each Traffic Signal Controller. While support of IPv4 is required, the ability to update to IPv6 protocol support shall also be included. | | |
| E-10 | Equipment shall demonstrate compliance with the Environmental and Test Procedures defined in Section 7 of the ATC Standard 5201 including: <ul style="list-style-type: none"> - Provision of Test Software capable of running individual and/or combinational tests. - Environmental test requirements may be substituted by a certification from a reputable environmental test company which has performed at least 12 such traffic-controller specific environmental tests and have access to and are using an environmental test chamber for compliance testing. | | |
| E-11 | Equipment shall be compliant with the Performance and Material Requirements defined in Section 8 of the ATC Standard 5201 including: <ul style="list-style-type: none"> - No batteries or moving parts such as fans or memory storage devices with rotating parts on the ATC. - Weather resistant keypads mounted on the ATC front panel. - Coat the sides of printed circuit boards with a clear moisture proof and fungus proof conformal coating. - An aluminum or polycarbonate enclosure with a protective finish and enclosed electrical components. - Modular hardware and electrical components for ease of replacement and repair. - Identify and permanently mark the I/O connections, fuse holders, indicators, etc. on the ATC's front panel. - Modular hardware and electrical components for ease of replacement and repair. - ATC input/output connectors, fuse holders, indications, displays, switches and control devices required for the operation and adjustments of the controller shall be mounted on the front panel. | | |
| E-12 | Equipment shall be compliant with the Quality Control requirements defined in Section 9 of the ATC Standard 5201 including: <ul style="list-style-type: none"> - Provision of vendor's quality control procedures prior to production. - Provision of test report including tests performed, pass/fail information, and name of tester. - Provision of manuals and as-built schemata with descriptions. | | |

| Requirement Number | Requirement | Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance) | Proposer Explanation and Comment |
|--------------------|---|--|----------------------------------|
| E-13 | <p>Equipment shall be compliant with the Linux Operating System (OS) requirements defined in Appendix A of the ATC Standard 5201 including:</p> <ul style="list-style-type: none"> - Provision of a Board Support Package (BSP) to allow access to hardware-specific drivers. - Provision of all development tools (cross-compiler, linker, libraries, and header files) necessary to completely rebuild application programs for execution on the Engine Board. - Provision of any necessary utilities required to support the loading of the operating system, drivers, BSP, bootloader, and manufacturer-specific utilities using a USB memory device and/or communication connection (Ethernet or serial). | | |
| E-14 | <p>Contractor shall automate and package the update process of any updates and patches of those software required to be included by the ATC Standards 5201 v06A.37 and 5401 v02A into a file enabling the user to perform the update. Contractor shall provide step-by-step descriptions to perform these updates and patches.</p> | | |
| E-15 | <p>Equipment shall be compliant with those Device Driver Interfaces requirements defined in Appendix B of the ATC Standard 5201 that support the requirements above.</p> | | |
| E-16 | <p>Equipment shall be compliant with the latest published version of the Application Programming Interface (API) Standard for the Advanced Transportation Controller (ATC) Standard ATC 5401 at the time of delivery. The latest published version is the Standard Version 02A (v02.35) dated July 29, 2020.</p> <ul style="list-style-type: none"> - The Contractor shall enable the ATC API software to allow for the installation of use of traffic signal controller software as intended by the ATC Standard 5401. | | |
| E-17 | <p>Equipment shall be compliant with the standard Linux Security Capabilities feature.</p> <ul style="list-style-type: none"> - LINUX Security Capabilities features shall be fully implemented within the controller's LINUX kernel. - Contractor shall indicate whether the ATC Hardware includes a Trusted Platform Module chip or whether a security accelerator is implemented as part of the proposed CPU. | | |

| Requirement Number | Requirement | Offeror Response (Comply, Complies with Exception, Complies with New Development, Non-Compliance) | Proposer Explanation and Comment |
|--------------------|---|--|----------------------------------|
| E-18 | Equipment shall be able to interface with field devices at the intersection, including UPS, detection devices, loops, cameras, etc. | | |
| E-19 | <p>Equipment shall be capable of user authentication</p> <ul style="list-style-type: none"> - Local front panel access shall require a user to enter authentication information before gaining access into the controller's database. - If the controller supports web browser- based access, it shall require a user to enter authentication information before gaining access into the controller's database. | | |

1 Amend **Section 108 – PROSECUTION AND PROGRESS** to read as follows:
2

3 **“SECTION 108 – PROSECUTION AND PROGRESS**
4

5
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the
7 Contractor not more 30 calendar days after the contract certification date. The
8 Engineer may suspend the contract before issuing the Notice To Proceed, in
9 which case the Contractor’s remedies are exclusively those set forth in Subsection
10 108.10 – Suspension of Work.
11

12 The Contractor shall be allowed up to 14 calendar days after the Notice to
13 Proceed to begin physical work. The Start Work Date will be established when
14 this period ends or on the actual day that physical work begins, whichever is first.
15 Charging of Contract Time will begin on the Start Work Date. The Contractor shall
16 notify the Engineer, in writing, at least five working days before beginning physical
17 work.
18

19 In the event that the Contractor fails to start physical work within the time
20 specified, the Engineer may terminate the contract in accordance with Subsection
21 108.11 – Termination of Contract for Cause.
22

23 During the period between the Notice to Proceed and the Start Work Date
24 the Contractor should adjust work forces, equipment, schedules, and procure
25 materials and required permits, prior to beginning physical work.
26

27 Any physical work done prior to the Start Work Date will be considered
28 unauthorized work. If the Engineer does not direct that the unauthorized work be
29 removed, it shall be paid for after the Start Work Date and only if it is acceptable.
30

31 In the event that the Engineer establishes, in writing, a Start Work Date that
32 is beyond 60 calendar days from the Notice to Proceed date, the Contractor may
33 submit a claim in accordance with, Subsection 107.15 – Disputes and Claims for
34 increased labor and material costs which are directly attributable to the delay
35 beyond the first 60 calendar days after the Notice to Proceed date.
36

37 The Contractor shall notify the Engineer at least 24 hours before restarting
38 physical work after a suspension of work pursuant to Subsection 108.10 –
39 Suspension of Work.
40

41 Once physical work has begun, the Contractor shall work expeditiously and
42 pursue the work diligently to completion with the contract time. If a portion of the
43 work is to be done in stages, the Contractor shall leave the area safe and usable
44 for the user agency and the public at the end of each stage.
45

108.03

46 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer, in
47 writing, the Contractor shall not commence with physical construction unless
48 sufficient materials and equipment are available for either continuous construction
49 or completion of a specified portion of the work.

50
51 **108.03 Preconstruction Submittals.** The awardee shall submit to the
52 Engineer for information and review the pre-construction submittals within 21
53 calendar days from award. Until the items listed below are received and found
54 acceptable by the Engineer, the Contractor shall not start physical work unless
55 otherwise authorized to do so in writing and subject to such conditions set by the
56 Engineer. Charging of Contract Time will not be delayed, and additional contract
57 time will not be granted due to Contractor delay in submitting acceptable
58 preconstruction submittals. No progress payment will be made to the Contractor
59 until the Engineer acknowledges, in writing, receipt of the following
60 preconstruction submittals acceptable to the Engineer:

- 61
- 62 (1) List of the Superintendent and other Supervisory Personnel, and
63 their contact information.
 - 64
 - 65 (2) Name of person(s) authorized to sign for the Contractor.
 - 66
 - 67 (3) Work Schedule including hours of operation.
 - 68
 - 69 (4) Initial Progress Schedule (See Subsection 108.06 – Progress
70 Schedule).
 - 71
 - 72 (5) Water Pollution and Siltation Control Submittals, including Site-
73 Specific Best Management Practice Plan.
 - 74
 - 75 (6) Solid Waste Disposal form.
 - 76
 - 77 (7) Tax Rates.
 - 78
 - 79 (8) Insurance Rates.
 - 80
 - 81 (9) Certificate of Insurance, satisfactory to the Engineer, indicating that
82 the Contractor has in place all insurance coverage required by the contract
83 documents.
 - 84
 - 85 (10) Schedule of agreed prices.
 - 86
 - 87 (11) List of suppliers.
 - 88
 - 89 (12) Traffic Control Plan, if applicable.

90 **108.04 Character and Proficiency of Workers.** The Contractor shall at all
91 times provide adequate supervision and sufficient labor and equipment for
92 prosecuting the work to full completion in the manner and within the time required
93 by the contract. The superintendent and all other representatives of the
94 Contractor shall act in a civil and honest manner in all dealings with the Engineer,
95 all other State officials and representatives, and the public, in connection with the
96 work.

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

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

106
107 **108.05 Contract Time.**

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

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

127
128 **(B) Modifications of Contract Time.** Whenever the Contractor
129 believes that an extension of contract time is justified, the Contractor shall
130 serve written notice on the Engineer not more than five working days after
131 the occurrence of the event that causes a delay or justifies a contract time
132 extension. Contract time may be adjusted for the following reasons or
133 events, but only if and to the extent the critical path has been affected:
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(1) Changes in the Work, Additional Work, and Delays Caused by the State. If the Contractor believes that an extension of time is justified on account of any act or omission by the State, and is not adequately provided for in a field order or change order, it must request the additional time as provided above. At the request of the Engineer, the Contractor must show how the critical path will be affected and must also support the time extension request with schedules, as well as statements from its subcontractors, suppliers, or manufacturers, as necessary. Claims for compensation for any altered or additional work will be determined pursuant to Subsection 104.02 – Changes.

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

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

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

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

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1. State specifically the reason or reasons for the delay and fully explain in a detailed chronology how the delay affects the critical path.
 2. Include copies of pertinent documentation to support the time extension request.
 3. Cite the anticipated period of delay and the time extension requested.
 4. State either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.
- (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.

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- 2. Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s), and any other documents to support the time extension request.

- 3. Cite the start and end date of the delay and the time extension requested.

(5) Delays for Suspension of Work. When the performance of the work is totally suspended for one or more days (calendar or working days, as appropriate) by order of the Engineer in accordance with Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) the number of days from the effective date of the Engineer’s order to suspend operations to the effective date of the Engineer’s order to resume operations shall not be counted as contract time and the contract completion date will be adjusted. During periods of partial suspensions of the work, the Contractor will be granted a time extension only if the partial suspension affects the critical path. If the Contractor believes that an extension of time is justified for a partial suspension of work, it must request the extension in writing at least five working days before the partial suspension will affect the critical operation(s) in progress. The Contractor must show how the critical path was increased based on the status of the work and must also support its claim if requested, with statements from its subcontractors. A suspension of work will not constitute a waiver of pre-existing Contractor delay.

(6) Contractor Caused Delays. No time extension will be granted under the following circumstances:

- (a) Delays within the Contractor’s control in performing the work caused by the Contractor, subcontractor, supplier, or any combination thereof.

- (b) Delays within the Contractor’s control in arrival of materials and equipment caused by the Contractor, subcontractor, supplier, or any combination thereof, in ordering, fabricating, and delivery.

- (c) Delays requested for changes which do not affect the critical path.

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

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

277
 278 (f) Failure to follow the procedure within the time allowed
 279 by contract to request a time extension.

280
 281 (g) Failure of the Contractor to provide evidence sufficient
 282 to support the time extension request.

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

287
 288 **108.06 Progress Schedules.**

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

295
 296 Schedule submittals shall be as follows:

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

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

- 312 conditions that may influence the progress of the work,
313 schedules, and coordination required by any utility, off or on
314 site fabrications, and other pertinent factors that relate to
315 progress;
- 316
- 317 **(b)** All features listed or not listed in the contract
318 documents that the Contractor considers a controlling factor
319 for the timely completion of the contract work.
- 320
- 321 **(c)** The time span and sequence of the activities or events
322 for each feature, and its interrelationship and
323 interdependencies in time and logic to other features in order
324 to complete the project.
- 325
- 326 **(d)** The total anticipated time necessary to complete work
327 required by the contract.
- 328
- 329 **(e)** A chronological listing of critical intermediate dates or
330 time periods for features or milestones or phases that can
331 affect timely completion of the project.
- 332
- 333 **(f)** Major activities related to the location on the project.
- 334
- 335 **(g)** Non-construction activities, such as submittal and
336 acceptance periods for shop drawings and material,
337 procurement, testing, fabrication, mobilization, and
338 demobilization or order dates of long lead material.
- 339
- 340 **(h)** Set schedule logic for out of sequence activities to
341 retain logic. In addition, open ends shall be non-critical.
- 342
- 343 **(i)** Show target bars for all activities.
- 344
- 345 **(j)** Vertical and horizontal sight lines both major and minor
346 shall be used as well as a separator line between groups.
347 The Engineer will determine frequency and style.
- 348
- 349 **(k)** The file name, print date, revision number, data and
350 project title and number shall be included in the title block.
- 351
- 352 **(l)** Have columns with the appropriate data in them for
353 activity ID, description, original duration, remaining duration,
354 early start, early finish, total float, percent complete,
355 resources. The resource column shall list who is responsible
356 for the work to be done in the activity. These columns shall
357 be to the left of the bar chart.
- 358

359 **(2) For Contracts Which Have A Contract Amount More Than**
360 **\$2,000,000 Or Having A Contract Time Of More Than 100**
361 **Working Days Or 140 Calendar Days.** For contracts which have a
362 contract amount more than \$2,000,000 or contract time of more than
363 100 working days or 140 calendar days, the Contractor shall submit
364 a Timed-Scaled Logic Diagram (TSLD) meeting the following
365 requirements and having these essential and distinctive elements:
366

367 **(a)** The information and requirements listed in Subsection
368 108.06(A)(1) – For Contracts \$2,000,000 or Less or For
369 Contract Time 100 Working Days or 140 Calendar Days or
370 Less.

371
372 **(b)** Additional reports and graphics available from the
373 software as requested by the Engineer.

374
375 **(c)** Sufficient detail to allow at least weekly monitoring of
376 the Contractor and subcontractor's operations.
377

378 **(d)** The time scaled schematic shall be on a calendar or
379 working days basis. What will be used shall be determined by
380 how the contract keeps track of time. It will be the same. Plot
381 the critical calendar dates anticipated.
382

383 **(e)** Breakdown of activity, such as forming, placing
384 reinforcing steel, concrete pouring and curing, and stripping
385 in concrete construction. Indicate location of work to be done
386 in such detail that it would be easily determined where work
387 would be occurring within approximately 200 feet.
388

389 **(f)** Latest start and finish dates for critical path activities.

390
391 **(g)** Identify responsible subcontractor, supplier, and others
392 for their respective activity.
393

394 **(h)** No individual activity shall have duration of more than
395 20 calendar days unless requested and approved by the
396 Engineer.
397

398 **(i)** All activities shall have work breakdown structure
399 codes and activity codes. The activity codes shall have
400 coding that incorporates information for phase, location, who
401 is responsible for doing work and type of operation and
402 activity description.
403

404 (j) Incorporate all physical access and availability
405 restraints.

406

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

409

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

432

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

436

437 (1) Four sets of the TSLD schedule.

438

439 (2) All the software files and data to re-create the TSLD in a
440 computerized software format as specified by the Engineer.

441

442 (3) A listing of equipment that is anticipated to be used on the
443 project. Including the type, size, make, year of manufacture, and all
444 information necessary to identify the equipment in the Rental Rate
445 Blue Book for Construction Equipment.

446

447 (4) An anticipated manpower requirement graph plotting contract
448 time and total manpower requirement. This may be superimposed
449 over the payment graph.

450

451 (5) A Method Statement that is a detailed narrative describing the
 452 work to be done and the method by which the work shall be
 453 accomplished for each major activity. A major activity is an activity
 454 that:

- 455
- 456 (a) Has a duration longer than five days.
 - 457
 - 458 (b) Is a milestone activity.
 - 459
 - 460 (c) Is a contract item that exceeds \$10,000 on the contract
 461 cost proposal.
 - 462
 - 463 (d) Is a critical path activity.
 - 464
 - 465 (e) Is an activity designated as such by the Engineer.
 - 466

467 Each Method Statement shall include the following items
 468 needed to fulfill the schedule:

- 469
- 470 (a) Quantity, type, make, and model of equipment.
 - 471
 - 472 (b) The manpower to do the work, specifying worker
 473 classification.
 - 474
 - 475 (c) The production rate per eight hour day, or the working
 476 hours established by the contract documents needed to meet
 477 the time indicated on the schedule. If the production rate is
 478 not for eight hours, the number of working hours shall be
 479 indicated.
 - 480
 - 481 (6) Two sets of color time-scaled project evaluation and review
 482 technique charts ("PERT") using the activity box template of Logic –
 483 Early Start or such other template designated by the Engineer.
 - 484

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

487

488 **(E) Contractor's Continuing Schedule Submittal Requirements.**
 489 After the acceptance of the initial TSLD and when construction starts, the
 490 Contractor shall submit four plotted progress schedules, two PERT charts,
 491 and reports on all construction activities every two weeks (bi-weekly). This
 492 scheduled bi-weekly submittal shall also include an updated version of the
 493 project schedule in a computerized software format as specified by the
 494 Engineer. The submittal shall have all the information needed to re-create
 495 that time period's TSLD plot and reports. The bi-weekly submittal shall
 496 include, but not limited to, an update of activities based on actual durations,

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497 all new activities and any changes in duration or start or finish dates of any
498 activity.
499

500 The Contractor shall submit with every update, in report form
501 acceptable to the Engineer, a list of changes to the progress schedule since
502 the previous schedule submittal. The Engineer may change the frequency
503 of the submittal requirements but may not require a submittal of the
504 schedule to be more than once a week. The Engineer may decrease the
505 frequency of the submittal of the bi-weekly schedule.
506

507 The Contractor shall submit updates of the anticipated work
508 completion graph, equipment listing, manpower requirement graph or
509 method statement when requested by the Engineer. The Contractor shall
510 submit such updates within 4 calendar days from the date of the request by
511 the Engineer.
512

513 The Engineer may withhold progress payment until the Contractor is
514 in compliance with all schedule update requirements
515

516 **(F) Float.** All float appearing on a schedule is a shared commodity.
517 Float does not belong to or exist for the exclusive use or benefit of either
518 the State or the Contractor. The State or the Contractor has the opportunity
519 to use available float until it is depleted. Float has no monetary value.
520

521 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly
522 basis with the Engineer to review the progress schedule. The Contractor
523 shall have someone attending the meeting that can answer all questions on
524 the TSLD and other schedule related submittals.
525

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

538 If the TSLD indicates an early completion of the project, the
539 Contractor shall, upon submittal of the schedule, cooperate with the
540 Engineer in explaining how it will be achieved. In addition, the Contractor
541 shall submit the above explanation in writing which shall include the State's
542 part, if any, in achieving the early completion date. Early completion of the
543 project shall not rely on changes to the Contract Documents unless
544 approved by the Engineer.

545
546 **(l) Contractor Responsibilities.** The Contractor shall promptly
547 respond to any inquiries from the Engineer regarding any schedule
548 submission. The Contractor shall adjust the schedule to address directives
549 from the Engineer and shall resubmit the TSLD package to the Engineer
550 until the Engineer finds it acceptable.

551
552 The Contractor shall perform the work in accordance with the
553 submitted TSLD. The Engineer may require the Contractor to provide
554 additional work forces and equipment to bring the progress of the work into
555 conformance with the TSLD at no increase in contract price or contract time
556 whenever the Engineer determines that the progress of the work does not
557 insure completion within the specified contract time.

558
559 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the
560 Contractor shall be available to meet once a week with the Engineer at the time
561 and place as determined by the Engineer to discuss the work and its progress
562 including but not limited to, the progress of the project, potential problems,
563 coordination of work, submittals, erosion control reports, etc. The Contractor's
564 personnel attending shall have the authority to make decisions and answer
565 questions.

566
567 The Contractor shall bring to weekly meetings a detailed work schedule
568 showing the next three weeks' work. Number of copies of the detailed work
569 schedule to be submitted will be determined by the Engineer. The three-week
570 schedule is in addition to the TSLD and shall in no way be considered as a
571 substitute for the TSLD or vice versa. The three-week schedule shall show:

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

577
578 **(b)** The duration of all events and delays.

579
580 **(c)** The critical path clearly marked in red or marked in a manner that
581 makes it clearly distinguishable from other paths and is acceptable to the
582 Engineer.

583

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584 (d) Critical submittals and requests for information (RFI's).
585

586 (e) The project title, project number, date created, period the schedule
587 covers, Contractor's name and creator of the schedule on each page.
588

589 Two days prior to each weekly meeting, the Contractor shall submit
590 a list of outstanding submittals, RFIs and issues that require discussion.
591

592 **108.08 Liquidated Damages for Failure to Complete the Work or Portions**
593 **of the Work on Time.** The actual amount of damages resulting from the
594 Contractor's failure to complete the contract in a timely manner is difficult to
595 accurately determine. Therefore, the amount of such damages shall be liquidated
596 damages as set forth herein and in the special provisions. The State may, at its
597 discretion, deduct the amount from monies due or that may become due under the
598 contract.
599

600 When the Contractor fails to reach substantial completion of the work for
601 which liquidated damages are specified, within the time or times fixed in the
602 contract or any extension thereof, in addition to all other remedies for breach that
603 may be available to the State, the Contractor shall pay liquidated damages to the
604 State, in the amount of \$ 2,300.00 per working day.
605

606 **(A) Liquidated Damages Upon Termination.** If the State terminates
607 on account of Contractor's default, liquidated damages may be charged
608 against the defaulting Contractor and its surety until final completion of
609 work.
610

611 **(B) Liquidated Damages for Failure to Complete the Punchlist.** The
612 Contractor shall complete the work on any punchlist created after the pre-
613 final inspection, within the contract time or any extension thereof.
614

615 When the Contractor fails to complete the work on such punchlist
616 within the contract time or any extension thereof, the Contractor shall pay
617 liquidated damages to the State of 20 percent of the amount of liquidated
618 damages established for failure to substantially complete the work within
619 contract time. Liquidated damages shall not be assessed for the period
620 between:
621

622 **(1)** Notice from the Contractor that the project is substantially
623 complete and the time the punchlist is delivered to the Contractor.
624

625 **(2)** The date of the completion of punchlist as determined by the
626 Engineer and the date of the successful final inspection, and
627

628 (3) The date of the Final Inspection that results in Substantial
629 Completion and the receipt by the Contractor of the written notice of
630 Substantial Completion.

631
632 **(C) Liquidated Damages for Failure to Complete NTP 1, NTP 2, and**
633 **NTP 3.** The Contractor shall complete all NTP phases of the project within
634 630 calendar days. Liquidated damages may be charged for each working
635 day that the Contractor fails to complete the work.

636
637 **(D) Actual Damages Recoverable If Liquidated Damages Deemed**
638 **Unenforceable.** In the event a court of competent jurisdiction holds that
639 any liquidated damages assessed pursuant to this contract are
640 unenforceable, the State will be entitled to recover its actual damages for
641 Contractor's failure to complete the work, or any designated portion of the
642 work within the time set by the contract.

643
644 **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
645 addition to all other remedies available to the State for Contractor's breach of the
646 terms of the contract, the Engineer will assess the rental fees in the amount of
647 \$500 for every one-to fifteen-minute increment for each roadway lane closed to
648 public use or occupied beyond the time periods authorized in the contract or by the
649 Engineer. The maximum amount assessed per day shall be \$5,000. The State
650 may, at its discretion, deduct the amount from monies due or that may become
651 due under the contract. The rental fee may be waived in whole or part if the
652 Engineer determines that the unauthorized period of lane closure or occupancy
653 was due to factors beyond the control of the Contractor. Equipment breakdown is
654 not a cause to waive liquidated damages.

655
656 **108.10 Suspension of Work.**

657
658 **(A) Suspension of Work.** The Engineer may, by written order, suspend
659 the performance of the work, either in whole or in part, for such periods as
660 the Engineer may deem necessary, for any cause, including but not limited
661 to:

662
663 (1) Weather or soil conditions considered unsuitable for
664 prosecution of the work.

665
666 (2) Whenever a redesign that may affect the work is deemed
667 necessary by the Engineer.

668
669 (3) Unacceptable noise or dust arising from the construction even
670 if it does not violate any law or regulation.

671
672 (4) Failure on the part of the Contractor to:
673

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- 674 (a) Correct conditions unsafe for the general public or for
675 the workers.
676
677 (b) Carry out orders given by the Engineer.
678
679 (c) Perform the work in strict compliance with the
680 provisions of the contract.
681
682 (d) Provide adequate supervision on the jobsite.
683 (5) The convenience of the State.
684

685 **(B) Partial and Total Suspension.** Suspension of work on some but
686 not all items of work shall be considered a “partial suspension”.
687 Suspension of work on all items shall be considered “total suspension”.
688 The period of suspension shall be computed from the date set out in the
689 written order for work to cease until the date of the order for work to
690 resume.
691

692 **(C) Reimbursement to Contractor.** In the event that the Contractor is
693 ordered by the Engineer in writing as provided herein to suspend all work
694 under the contract for the reasons specified in Subsections 108.10(A)(2),
695 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the
696 Contractor may be reimbursed for actual direct costs incurred on work at
697 the jobsite, as authorized in writing by the Engineer, including costs
698 expended for the protection of the work. An allowance of 5 percent for
699 indirect categories of delay costs will be paid on any reimbursed direct
700 costs, including extended branch and home-office overhead and delay
701 impact costs. No allowance will be made for anticipated profits. Payment
702 for equipment which is ordered to standby during such suspension of work
703 shall be made as described in Subsection 109.06(H) - Idle and Standby
704 Equipment.
705

706 **(D) Cost Adjustment.** If the performance of all or part of the work is
707 suspended for reasons beyond the control of the Contractor except an
708 adjustment shall be made for any increase in cost of performance of this
709 contract (excluding profit) necessarily caused by such suspension, and the
710 contract modified in writing accordingly.
711

712 However, no adjustment to the contract price shall be made for any
713 suspension, delay, or interruption:
714

- 715 (1) For weather related conditions.
716
717 (2) To the extent that performance would have been so
718 suspended, delayed, or interrupted by any other cause, including the
719 fault or negligence of the Contractor.

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

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

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

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

108.11 Termination of Contract for Cause.

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

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764 (B) **Additional Rights and Remedies.** The rights and remedies of the
765 State provided in this contract are in addition to any other rights and
766 remedies provided by law.

767
768 (C) **Costs and Charges.** All costs and charges incurred by the State,
769 together with the cost of completing the work under contract, will be
770 deducted from any monies due or which would or might have become due
771 to the Contractor had it been allowed to complete the work under the
772 contract. If such expense exceeds the sum which would have been
773 payable under the contract, then the Contractor and the surety shall be
774 liable and shall pay the State the amount of the excess.

775
776 In case of termination, the Engineer will limit any payment to the
777 Contractor to the part of the contract satisfactorily completed at the time of
778 termination. Payment will not be made until the work has satisfactorily been
779 completed and all required documents, including the tax clearance required
780 by Subsection 109.11 – Final Payment are submitted by the Contractor.
781 Termination shall not relieve the Contractor or Surety from liability for
782 liquidated damages.

783
784 (D) **Erroneous Termination for Cause.** If, after notice of termination of
785 the Contractor's right to proceed under this section, it is determined for any
786 reason that good cause did not exist to allow the State to terminate as
787 provided herein, the rights and obligations of the parties shall be the same
788 as, and the relief afforded the Contractor shall be limited to, the provisions
789 contained in Subsection 108.12 – Termination for Convenience.

790
791 **108.12 Termination For Convenience.**

792
793 (A) **Terminations.** The Director may, when the interests of the State so
794 require, terminate this contract in whole or in part, for the convenience of
795 the State. The Director will give written notice of the termination to the
796 Contractor specifying the part of the contract terminated and when
797 termination becomes effective.

798
799 (B) **Contractor's Obligations.** The Contractor shall incur no further
800 obligations in connection with the terminated work and on the date set in
801 the notice of termination the Contractor shall stop work to the extent
802 specified. The Contractor shall also terminate outstanding orders and
803 subcontracts as they relate to the terminated work. The Contractor shall
804 settle the liabilities and claims arising out of the termination of subcontracts
805 and orders connected with the terminated work subject to the State's
806 approval. The Engineer may direct the Contractor to assign the
807 Contractor's right, title, and interest under terminated orders or subcontracts
808 to the State. The Contractor must still complete the work not terminated by
809 the notice of termination and may incur obligations as necessary to do so.

810
811 **(C) Right to Construction and Goods.** The Engineer may require the
812 Contractor to transfer title and to deliver to the State in the manner and to
813 the extent directed by the Engineer, the following:

814
815 **(1)** Any completed work.

816
817 **(2)** Any partially completed construction, goods, materials, parts,
818 tools, dies, jigs, fixtures, drawings, information, and contract rights
819 (hereinafter called "construction material") that the Contractor has
820 specifically produced or specially acquired for the performance of the
821 terminated part of this contract.

822
823 **(3)** The Contractor shall protect and preserve all property in the
824 possession of the Contractor in which the State has an interest. If
825 the Engineer does not elect to retain any such property, the
826 Contractor shall use its best efforts to sell such property and
827 construction materials for the State's account in accordance with the
828 standards of HRS Chapter 490:2-706.

829
830 **(D) Compensation.**

831
832 **(1)** The Contractor shall submit a termination claim specifying the
833 amounts due because of the termination for convenience together
834 with cost or pricing data, submitted to the extent required by HAR
835 Subchapter 15, Chapter 3-122. If the Contractor fails to file a
836 termination claim within one year from the effective date of
837 termination, the Engineer may pay the Contractor, if at all, an amount
838 set in accordance with Subsection 108.12(D)(3).

839
840 **(2)** The Engineer and the Contractor may agree to a settlement
841 provided the Contractor has filed a termination claim supported by
842 cost or pricing data submitted as required and that the settlement
843 does not exceed the total contract price plus settlement costs
844 reduced by payments previously made by the State, the proceeds of
845 any sales of construction, supplies, and construction materials under
846 Subsection 108.12(C)(3), and the proportionate contract price of the
847 work not terminated.

848
849 **(3)** Absent complete agreement, the Engineer will pay the
850 Contractor the following amounts less any payments previously
851 made under the contract:

852
853 **(a)** The cost of all contract work performed prior to the
854 effective date of the notice of termination work plus a 5
855 percent markup on the actual direct costs, including amounts

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856 paid to subcontractor, less amounts paid or to be paid for
857 completed portions of such work; provided, however, that if it
858 appears that the Contractor would have sustained a loss if the
859 entire contract would have been completed, no markup shall
860 be allowed or included and the amount of compensation shall
861 be reduced to reflect the anticipated rate of loss. No
862 anticipated profit or consequential damage will be due or paid.

863
864 (b) Subcontractors shall be paid a markup of 10 percent on
865 their direct job costs incurred to the date of termination. No
866 anticipated profit or consequential damage will be due or paid
867 to any subcontractor. These costs must not include payments
868 made to the Contractor for subcontract work during the
869 contract period.

870
871 (c) The total sum to be paid the Contractor shall not
872 exceed the total contract price reduced by the amount of any
873 sales of construction supplies, and construction materials.

874
875 (4) Cost claimed, agreed to, or established by the State shall be
876 in accordance with HAR Chapter 3-123.

877
878 **108.13 Pre-Final and Final Inspections.**

879
880 (A) **Inspection Requirements.** Before the Engineer undertakes a final
881 inspection of any work, a pre-final inspection must first be conducted. The
882 Contractor shall notify the Engineer that the work has reached substantial
883 completion and is ready for pre-final inspection.

884
885 (B) **Pre-Final Inspection.** Before notifying the Engineer that the work
886 has reached substantial completion, the Contractor shall inspect the project
887 and test all installed items with all of its subcontractors as appropriate. The
888 Contractor shall also submit the following documents as applicable to the
889 work:

- 890
891 (1) All written guarantees required by the contract.
892
893 (2) Two accepted final field-posted drawings as specified in
894 Section 648 – Field-Posted Drawings;
895
896 (3) Complete weekly certified payroll records for the Contractor
897 and Subcontractors.
898
899 (4) Certificate of Plumbing and Electrical Inspection.
900
901 (5) Certificate of building occupancy as required.

- 902
903 **(6)** Certificate of Soil and Wood Treatments.
904
905 **(7)** Certificate of Water System Chlorination.
906
907 **(8)** Certificate of Elevator Inspection, Boiler and Pressure Pipe
908 Inspection.
909
910 **(9)** Maintenance Service Contract and two copies of a list of all
911 equipment installed.
912
913 **(10)** Current Tax clearance. The contractor will be required to
914 submit an additional tax clearance certificate when the final payment
915 is made.
916
917 **(11)** And any other final items and submittals required by the
918 contract documents.

919
920 **(C) Procedure.** When in compliance with the above requirements, the
921 Contractor shall notify the Engineer in writing that the project has reached
922 substantial completion and is ready for pre-final inspection.
923

924 The Engineer will then make a preliminary determination as to
925 whether or not the project is substantially complete and ready for pre-final
926 inspection. The Engineer may, in writing, postpone until after the pre-final
927 inspection the Contractor's submittal of any of the items listed in Subsection
928 108.13(B) – Pre-Final Inspection, herein, if in the Engineer's discretion it is
929 in the interest of the State to do so.
930

931 If, in the opinion of the Engineer, the project is not substantially
932 complete, the Engineer will provide the Contractor a punchlist of specific
933 deficiencies in writing which must be corrected or finished before the work
934 will be ready for a pre-final inspection. The Engineer may add to or
935 otherwise modify this punchlist from time to time. The Contractor shall take
936 immediate action to correct the deficiencies and must repeat all steps
937 described above including written notification that the work is ready for pre-
938 final inspection.
939

940 After the Engineer is satisfied that the project appears substantially
941 complete a final inspection shall be scheduled within ten working days after
942 receipt of the Contractor's latest letter of notification that the project is ready
943 for final inspection.
944

945 If, as a result of the pre-final inspection, the Engineer determines the
946 work is not substantially complete, the Engineer will inform the Contractor in
947 writing as to specific deficiencies which must be corrected before the work

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948 will be ready for another pre-final inspection. If the Engineer finds the work
949 is substantially complete but finds deficiencies that must be corrected
950 before the work is ready for final inspection, the Engineer will prepare in
951 writing and deliver to the Contractor a punchlist describing such
952 deficiencies.

953
954 At any time before final acceptance, the Engineer may revoke the
955 determination of substantial completion if the Engineer finds that it was not
956 warranted and will notify the Contractor in writing the reasons therefore
957 together with a description of the deficiencies negating the declaration.

958
959 When the date of substantial completion has been determined by the
960 State, liquidated damages for the failure to complete the punchlist, if due to
961 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated
962 Damages for Failure to Complete the Punchlist.

963
964 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a
965 punchlist after pre-final inspection, the Contractor shall promptly devote all
966 required time, labor, equipment, materials and incidentals to correct and
967 remedy all punchlist deficiencies. The Engineer may add to or otherwise
968 modify this punchlist until substantial completion of the project.

969
970 Before final inspection of the work, the Contractor shall clean all
971 ground occupied by the Contractor in connection with the work of all
972 rubbish, excess materials temporary structures and equipment, shall
973 remove all graffiti and defacement of the work and all parts of the work and
974 the worksite must be left in a neat and presentable condition to the
975 satisfaction of the Engineer.

976
977 Final inspection will occur within ten working days after the
978 Contractor notifies the Engineer in writing that all punchlist deficiencies
979 remaining after the pre-final inspection have been completed and the
980 Engineer concurs. If the Engineer determines that deficiencies still remain
981 at the final inspection, the work will not be accepted and the Engineer will
982 notify the Contractor, in writing, of the deficiencies which shall be corrected
983 and the steps above repeated.

984
985 If the Contractor fails to correct the deficiencies and complete the
986 work by the established or agreed date, the State may correct the
987 deficiencies by whatever method it deems appropriate and deduct the cost
988 from any payments due the Contractor.

989 **108.14 Substantial Completion and Final Acceptance.**

990
991 **(A) Substantial Completion.** When the Engineer finds that the
992 Contractor has satisfactorily completed all work for the project in
993

994 compliance with the contract, with the exception of the planting period and
995 the plant establishment period, the Engineer will notify the Contractor, in
996 writing, of the project's substantial completion, effective as of the date of the
997 final inspection. The substantial completion date shall determine end of
998 contract time and relieve contractor of any additional accumulation of
999 liquidated damages for failure to complete the punchlist.

1000
1001 **(B) Final Acceptance.** When the Engineer finds that the Contractor has
1002 satisfactorily completed all contract work in compliance with the contract
1003 including all plant establishment requirements, and all the materials have
1004 been accepted by the State, the Engineer will issue a Final Acceptance
1005 Letter. The Final Acceptance date shall determine the commencement of
1006 all guaranty periods subject to Subsection 108.16 – Contractor's
1007 Responsibility for Work; Risk of Loss or Damage.

1008
1009 **108.15 Use of Structure or Improvement.** The State has the right to use the
1010 structure, equipment, improvement, or any part thereof, at any time after it is
1011 considered by the Engineer as available. In the event that the structure,
1012 equipment or any part thereof is used by the State before final acceptance, the
1013 Contractor is not relieved of its responsibility to protect and preserve all the work
1014 until final acceptance.

1015
1016 **108.16 Contractor's Responsibility for Work; Risk of Loss or Damage.**
1017 Until the written notice of final acceptance has been received, the Contractor shall
1018 take every precaution against loss or damage to any part of the work by the action
1019 of the elements or from any other cause whatsoever, whether arising from the
1020 performance or from the non-performance of the work. The Contractor shall
1021 rebuild, repair, restore and make good all loss or damage to any portion of the
1022 work resulting from any cause before its receipt of the written notice of final
1023 acceptance and shall bear the risk and expense thereof.

1024
1025 The risk of loss or damage to the work from any hazard or occurrence that
1026 may or may not be covered by a builder's risk policy is that of the Contractor and
1027 Surety, unless such risk of loss is placed elsewhere by express language in the
1028 contract documents.

1029
1030 **108.17 Guarantee of Work.**

1031
1032 **(1)** Regardless of, and in addition to, any manufacturers' warranties, all
1033 work and equipment shall be guaranteed by the Contractor against defects
1034 in materials, equipment or workmanship for one year from the date of final
1035 acceptance or as otherwise specified in the contract documents.

1036
1037 **(2)** When the Engineer determines that repairs or replacements of any
1038 guaranteed work and equipment is necessary due to materials, equipment,
1039 or workmanship which are inferior, defective, or not in accordance with the

108.06

1040 terms of the contract, the Contractor shall, at no increase in contract price
1041 or contract time, and within five working days of receipt of written notice
1042 from the State, commence to all of the following:

1043
1044 (a) Correct all noted defects and make replacements, as directed
1045 by the Engineer, in the equipment and work.

1046
1047 (b) Repair or replace to new or pre-existing condition any
1048 damages resulting from such defective materials, equipment or
1049 installation thereof.

1050
1051 (3) The State will be entitled to the benefit of all manufacturers and
1052 installers warranties that extend beyond the terms of the Contractor's
1053 guaranty regardless of whether or not such extended warranty is required
1054 by the contract documents. The Contractor shall prepare and submit all
1055 documents required by the providers of such warranties to make them
1056 effective, and submit copies of such documents to the Engineer. If an
1057 available extended warranty cannot be transferred or assigned to the State
1058 as the ultimate user, the Contractor shall notify the Engineer who may direct
1059 that the warranted items be acquired in the name of the State as purchaser.

1060
1061 (4) If a defect is discovered during a guarantee period, all repairs and
1062 corrections to the defective items when corrected shall be guaranteed for a
1063 new duration equal to the original full guarantee period. The running of the
1064 guarantee period shall be suspended for all other work affected by any
1065 defect. The guarantee period for all other work affected by any such defect
1066 shall restart for its remaining duration upon confirmation by the Engineer
1067 that the deficiencies have been repaired or remedied.

1068
1069 (5) Nothing in this section is intended to limit or affect the State's rights
1070 and remedies arising from the discovery of latent defects in the work after
1071 the expiration of any guarantee period.

1072
1073 **108.18 No Waiver of Legal Rights.** The following will not operate or be
1074 considered as a waiver of any portion of the contract, or any power herein
1075 reserved, or any right to damages provided herein or by law:

1076
1077 (1) Any payment for, or acceptance of, the whole or any part of the work.

1078
1079 (2) Any extension of time.

1080
1081 (3) Any possession taken by the Engineer.

1082
1083 A waiver of any notice requirement or of any noncompliance with the
1084 contract will not be held to be a waiver of any other notice requirement or any
1085 other noncompliance with the contract.

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108.19 Final Settlement of Contract.

(A) Closing Requirements. The contract will be considered settled after the project acceptance date and when the following items have been satisfactorily submitted, where applicable:

- (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

SECTION 623 – TRAFFIC SIGNAL SYSTEM

Make the following amendment to said Section:

(I) Amend Section 623.02 – Materials by adding the following after line 131:

“Intersection Detection 770.12

Mid-Block Magnetometer Detection 770.13”

(II) Amend Section 623.03 – Construction by adding the following after line 451:

“(15) Intersection Detection. Mount intersection detection sensors on existing traffic signal standard in accordance with Engineer approved Contractor provided installation plans. Limit drilling of new holes in traffic signal standards, existing holes shall be used for detection sensors to the furthest extent possible. Intersection detection will be provided for all intersection approaches identified in the contract documents. Provide fully operational intersection detection system, including accessory cabinet components and any required cabling. The intersection detection system shall provide for both presence (stopbar) detection at the intersection as well as have ability to provide detection for upstream locations (within 600’ of intersection).

(16) Mid-Block Magnetometer Detection. Core roadway pavement, install detectors, epoxy flush with the roadway surface, and install overhead support equipment and cabling as needed in accordance with Engineer approved Contractor provided installation plans. Limit drilling of new holes in traffic signal standards, existing holes shall be used for access points, repeaters, and radio units to the furthest extend possible. Mid-block magnetometer detection will be provided for intersection approaches and travel lanes identified in the contract documents. Provide fully operational mid-block detection system, including access points, repeaters, radio units, cabinet equipment, and any required cabling.”

(III) Amend Section 623.03 – Construction by replacing lines 491 to 576 with the following:

“(G) Additional Signal Work and Equipment. Provide additional services and equipment as needed to resolve unforeseen field conditions (discovered during the site evaluation) and complete installation and operation of new controller, intersection detection, and midblock detection. This includes (but is not limited to) clearing existing obstructed conduits, installing additional cables, signal cabinet replacement, and furnishing auxiliary equipment such as battery backup systems.”

47 **(IV) Amend Section 623.03 – Construction** by replacing lines 491 to 576 with
48 the following:

49
50 **“(I) Warranty.** Provide new material and equipment for permanent
51 construction.

52
53 Furnish copies of manufacturer’s warranty or warranties guaranteeing
54 equipment free from defects in materials, design, and manufacturing, during the
55 project and for not less than the warranty period specified by the contract
56 documents.

57
58 During the project and throughout the warranty period, adjust or repair
59 material and equipment under warranty within 24 hours from time of notification.

60
61 During the project and throughout the warranty period, temporarily replace
62 under-warranty material and equipment requiring factory corrections, within 24
63 hours from time of notification. Install factory-corrected or new material and
64 equipment no later than 30 days from time of notification.”

65
66 **(V) Amend Section 623.04 - Measurement** by replacing lines 578 to 579 to
67 read:

68
69 **“623.04 Measurement.**

70
71 **(A)** The Engineer will measure intersection detection per each
72 intersection in accordance with the contract documents.

73
74 **(B)** The Engineer will measure mid-block magnetometer detection per
75 each intersection in accordance with the contract documents.

76
77 **(C)** The Engineer will measure additional signal work and equipment, if
78 ordered by the Engineer, on a force account basis, in accordance with
79 Subsection 109.6 – Force Account Provisions and Compensation.”

80
81 **(VI) Amend Section 623.05 – Payment** by replacing lines 581 to 594 to read:

82
83 **“623.05 Payment.**

84
85 The Engineer will pay for the intersection detection at the contract unit
86 price per each intersection complete in place. The price includes full
87 compensation for submitting the equipment list, installation plans and as-built
88 drawings; furnishing and installing the intersection detection system; mounting
89 detection sensors; traffic control; wiring; bonding and grounding; testing;
90 providing turn-on service; submitting warranty; and furnishing equipment, tools,
91 labor, materials; and other incidentals necessary to complete the work.

92

93 The Engineer will pay for the mid-block magnetometer detection at the
94 contract unit price per each intersection complete in place. The price includes
95 full compensation for submitting the equipment list the equipment list, installation
96 plans and as-built drawings; furnishing and installing the magnetometer detection
97 system; mounting access points, repeaters, and radio units; traffic control;
98 pavement coring and epoxy; wiring; bonding and grounding; testing; providing
99 turn-on service; submitting warranty; and furnishing equipment, tools, labor,
100 materials; and other incidentals necessary to complete the work.

101

102 The Engineer will consider full compensation for additional materials and
103 labor not shown in the contract that are necessary to complete the installation of
104 the various systems incidental to the various contract items. The Engineer will
105 not allow additional compensation.

106

107 The Engineer will pay for additional signal work and equipment according
108 to Subsection 109.06 – Force Account Provisions and Compensation. An
109 estimate amount for the force account is allocated in the proposal schedule
110 under additional signal work and equipment. The actual amount to be paid will
111 be the sum shown on the accepted force account records whether this sum be
112 more or less than the estimated amount allocated in the proposal schedule.

113

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

116

| 117 | Pay Item | Pay Unit |
|-----|--------------------------------------|-----------------|
| 118 | | |
| 119 | Intersection Detection (4-Way) | Each |
| 120 | | |
| 121 | Intersection Detection (3-Way) | Each |
| 122 | | |
| 123 | Intersection Detection (2-Way) | Each |
| 124 | | |
| 125 | Mid-Block Magnetometer Detection | Each |
| 126 | | |
| 127 | Additional Signal Work and Equipment | Force Account" |
| 128 | | |

128

129

130

END OF SECTION 623

APPENDIX K1: DTS OAHU TRAFFIC SIGNAL INVENTORY

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|-----------------|---|-----------|-------------|------------------------|
| C001 | 6th Ave | Mooheau St / Maunaloa Ave | 21.280119 | -157.809872 | None |
| C002 | 6th Ave | Pahoa Ave | 21.282984 | -157.807633 | None |
| C003 | Ahua St | Kikowaena St | 21.344203 | -157.895003 | None |
| C004 | Ahua St | Kilihau St | 21.335636 | -157.898744 | None |
| C005 | Ahua St | Pukuloa St | 21.343247 | -157.895451 | None |
| C006 | Aiea Heights Dr | Halewiliko St | 21.380709 | -157.927898 | None |
| C007 | Aiea Heights Dr | Ulune St (Makai) | 21.380257 | -157.928584 | None |
| C008 | Aiea Heights Dr | Ulune St (Mauka) / Hakina St | 21.382049 | -157.92886 | None |
| C009 | Ala Ilima St | Ala Liliko St | 21.345989 | -157.912701 | None |
| C010 | Ala Liliko St | Likini St | 21.348555 | -157.912044 | None |
| C011 | Ala Wai Blvd | Kalaimoku St | 21.284352 | -157.828911 | Twisted Pair |
| C012 | Ala Wai Blvd | Kalakaua Ave | 21.288558 | -157.834642 | Twisted Pair |
| C013 | Ala Wai Blvd | Kanekapolei St | 21.279257 | -157.823031 | Twisted Pair |
| C014 | Ala Wai Blvd | Kapahulu Ave / Paki Ave | 21.273362 | -157.816843 | Twisted Pair |
| C015 | Ala Wai Blvd | Lewers St | 21.282787 | -157.827105 | Twisted Pair |
| C016 | Ala Wai Blvd | Liliuokalani Ave | 21.277132 | -157.820609 | Twisted Pair |
| C017 | Ala Wai Blvd | McCully St | 21.287905 | -157.833002 | Twisted Pair |
| C018 | Ala Wai Blvd | Paoakalani Ave | 21.275984 | -157.819296 | Twisted Pair |
| C019 | Ala Wai Blvd | Pau St | 21.286705 | -157.831619 | Twisted Pair |
| C020 | Ala Wai Blvd | Seaside Ave | 21.281585 | -157.825718 | Twisted Pair |
| C021 | Alakawa St | Costco Driveway | 21.318825 | -157.872255 | Twisted Pair |
| C022 | Alakea St | Midblock Crosswalk Btwn King St / Hotel St | 21.308217 | -157.860305 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|---------------|---|-----------|-------------|------------------------|
| C023 | Atkinson Dr | Kahakai Dr | 21.29016 | -157.837922 | Twisted Pair |
| C024 | Atkinson Dr | Mahukona St | 21.289657 | -157.839982 | Twisted Pair |
| C025 | Auahi St | Kamakee St | 21.293587 | -157.853138 | Twisted Pair |
| C026 | Auahi St | Midblock Crosswalk near Victoria Park | 21.294849 | -157.85521 | Twisted Pair |
| C027 | Auahi St | Queen St | 21.292731 | -157.850594 | None |
| C028 | Auahi St | Ward Village Parking btw Kamakee St / Queen St | 21.292915 | -157.851744 | None |
| C029 | Auiki St | Mokauea St | 21.321776 | -157.887477 | None |
| C030 | Auwaiolimu St | Anianiku St | 21.312605 | -157.839624 | None |
| C031 | Beretania St | Aala St | 21.315339 | -157.86297 | Twisted Pair |
| C032 | Beretania St | Alakea St / Queen Emma St | 21.309891 | -157.858166 | Twisted Pair |
| C033 | Beretania St | Alapai St | 21.305006 | -157.852672 | Twisted Pair |
| C034 | Beretania St | Alexander St | 21.297497 | -157.832059 | Twisted Pair |
| C035 | Beretania St | Bethel St | 21.31174 | -157.859746 | Twisted Pair |
| C036 | Beretania St | Bishop St | 21.310607 | -157.858742 | Twisted Pair |
| C037 | Beretania St | Fort St | 21.311254 | -157.859316 | Twisted Pair |
| C038 | Beretania St | Halemakai St | 21.304331 | -157.850838 | Twisted Pair |
| C039 | Beretania St | Isenberg St | 21.294846 | -157.824843 | Twisted Pair |
| C040 | Beretania St | Kaialiu St | 21.292872 | -157.823139 | Twisted Pair |
| C041 | Beretania St | Kalakaua Ave | 21.299233 | -157.836806 | Twisted Pair |
| C042 | Beretania St | Keeaumoku St | 21.30021 | -157.839501 | Twisted Pair |
| C043 | Beretania St | Lauhala St | 21.306121 | -157.854625 | Twisted Pair |
| C044 | Beretania St | Maunakea St | 21.313311 | -157.861155 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|----------------|--|-----------|-------------|------------------------|
| C045 | Beretania St | McCully St | 21.296602 | -157.829611 | Twisted Pair |
| C046 | Beretania St | Midblock Crosswalk Btw Waiuu Pl / Makiki St | 21.299543 | -157.837591 | Twisted Pair |
| C047 | Beretania St | Nuuanu St | 21.312148 | -157.860108 | Twisted Pair |
| C048 | Beretania St | Pensacola St | 21.302213 | -157.845042 | Twisted Pair |
| C049 | Beretania St | Piikoi St | 21.301563 | -157.843239 | Twisted Pair |
| C050 | Beretania St | Punahou St | 21.2987 | -157.83535 | Twisted Pair |
| C051 | Beretania St | Punchbowl St | 21.30679 | -157.855753 | Twisted Pair |
| C052 | Beretania St | Richards St | 21.308847 | -157.85749 | Twisted Pair |
| C053 | Beretania St | River St | 21.314194 | -157.861911 | Twisted Pair |
| C054 | Beretania St | Smith St | 21.312812 | -157.860705 | Twisted Pair |
| C055 | Beretania St | Victoria St | 21.303323 | -157.848078 | Twisted Pair |
| C056 | Beretania St | Ward Ave | 21.303814 | -157.849427 | Twisted Pair |
| C057 | Bishop St | Midblock Crosswalk Btw King St / Hotel St | 21.30892 | -157.860948 | Twisted Pair |
| C058 | Bishop St | Midblock Crosswalk near Adams Ln | 21.309891 | -157.859582 | Twisted Pair |
| C059 | California Ave | Cane St | 21.498142 | -158.024397 | None |
| C060 | California Ave | Lehua St | 21.497231 | -158.02669 | None |
| C061 | California Ave | Midblock Crosswalk Wahiawa Town Center | 21.497695 | -158.025536 | None |
| C062 | California Ave | Nanea St | 21.502006 | -158.018006 | None |
| C063 | California Ave | Rose St | 21.500391 | -158.020259 | None |
| C064 | California Ave | Uuku St | 21.502379 | -158.012389 | None |
| C065 | California Ave | Wahiawa District Park | 21.498499 | -158.023433 | None |
| C066 | Date St | Isenberg St / Citron St | 21.290152 | -157.826747 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|----------------------------------|---------------------|-----------|-------------|------------------------|
| C067 | Date St | Laau St | 21.284952 | -157.820726 | Twisted Pair |
| C068 | Date St | Olokele Ave | 21.282794 | -157.818152 | None |
| C069 | Diamond Head Rd | Makapuu Ave | 21.269637 | -157.803487 | Twisted Pair |
| C070 | Dillingham Blvd | Alakawa St | 21.320165 | -157.870059 | Twisted Pair |
| C071 | Dillingham Blvd | Costco Driveway | 21.31926 | -157.86838 | Twisted Pair |
| C072 | Dillingham Blvd | Kaaahi St | 21.318378 | -157.86626 | Twisted Pair |
| C073 | Dillingham Blvd | Kalihi St | 21.326911 | -157.879529 | Twisted Pair |
| C074 | Dillingham Blvd | Kohou St | 21.322219 | -157.873369 | Twisted Pair |
| C075 | Dillingham Blvd | Kokea St | 21.321916 | -157.872853 | Twisted Pair |
| C076 | Dillingham Blvd | McNeill St | 21.32563 | -157.877994 | Twisted Pair |
| C077 | Dillingham Blvd | Mokauea St | 21.328322 | -157.881141 | Twisted Pair |
| C078 | Dillingham Blvd | Waiakamilo Rd | 21.323794 | -157.875841 | Twisted Pair |
| C079 | Dillingham Blvd / Kamehameha Hwy | Laumaka St | 21.330893 | -157.884412 | Twisted Pair |
| C080 | Dillingham Blvd / Kamehameha Hwy | Puuhale Rd | 21.329793 | -157.882882 | Twisted Pair |
| C081 | Dole St | East-West Rd | 21.296355 | -157.815245 | Twisted Pair |
| C082 | Dole St | Frank St | 21.29225 | -157.810454 | None |
| C083 | Dole St | Lower Campus Rd | 21.296732 | -157.820125 | Twisted Pair |
| C084 | Dole St | UH Crosswalk | 21.296671 | -157.818406 | Twisted Pair |
| C085 | East Manoa Rd | Kahaloa Dr | 21.312988 | -157.805558 | None |
| C086 | East Manoa Rd | Keama Pl | 21.308667 | -157.812239 | None |
| C087 | East Manoa Rd | Kolowalu St | 21.308179 | -157.813312 | None |
| C088 | East Manoa Rd | Lowrey Ave | 21.310727 | -157.80853 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|----------------|------------------------|-----------|-------------|------------------------|
| C089 | East Manoa Rd | Oahu Ave | 21.308044 | -157.81615 | None |
| C090 | Farrington Hwy | Kapowai Pl | 21.337753 | -158.07922 | Twisted Pair |
| C091 | Farrington Hwy | Kapuoka Pl | 21.338944 | -158.077657 | Twisted Pair |
| C092 | Farrington Hwy | Kealanani | 21.342085 | -158.07267 | IP |
| C093 | Farrington Hwy | Papaialulu Ave / Noulu | 21.34504 | -158.069024 | IP |
| C094 | Geiger Rd | Launahale St | 21.333091 | -158.024695 | None |
| C095 | Gulick Ave | Beckley St | 21.335088 | -157.876429 | None |
| C096 | Haiku Rd | Alaloa St | 21.420105 | -157.807715 | IP |
| C097 | Halekauwila St | South St | 21.301877 | -157.859817 | Twisted Pair |
| C098 | Hamakua Dr | Hahani St | 21.390769 | -157.741267 | None |
| C099 | Harding Ave | 11th Ave | 21.281593 | -157.800918 | Twisted Pair |
| C100 | Harding Ave | 5th Ave | 21.285233 | -157.807897 | Twisted Pair |
| C101 | Harding Ave | 6th Ave | 21.284549 | -157.806708 | Twisted Pair |
| C102 | Harding Ave | 7th Ave | 21.284035 | -157.805574 | Twisted Pair |
| C103 | Harding Ave | Koko Head Ave | 21.280488 | -157.798757 | Twisted Pair |
| C104 | Hawaii Kai Dr | Hahaione St | 21.293428 | -157.708294 | None |
| C105 | Hawaii Kai Dr | Kalalea St | 21.294587 | -157.686644 | None |
| C106 | Hawaii Kai Dr | Keahole St | 21.286795 | -157.705494 | None |
| C107 | Hawaii Kai Dr | Pepeekeo St | 21.293437 | -157.710453 | None |
| C108 | Hawaii Kai Dr | Wailua St | 21.288143 | -157.702125 | None |
| C109 | Hoomalu St | Hoolaulea St | 21.396924 | -157.965905 | None |
| C110 | Hoomalu St | Noelani St | 21.39598 | -157.961056 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|-----------------|----------------------------|-----------|-------------|------------------------|
| C111 | Hoomohala Ave | Kauluakoko St | 21.360142 | -158.048384 | IP |
| C112 | Hotel St | Alakea St | 21.308792 | -157.859557 | Twisted Pair |
| C113 | Hotel St | Bethel St | 21.310493 | -157.861643 | Twisted Pair |
| C114 | Hotel St | Bishop St | 21.309324 | -157.860372 | Twisted Pair |
| C115 | Hotel St | Fort St | 21.309865 | -157.86118 | Twisted Pair |
| C116 | Hotel St | Maunakea St | 21.312276 | -157.862864 | Twisted Pair |
| C117 | Hotel St | Nuuanu Ave | 21.311048 | -157.86203 | Twisted Pair |
| C118 | Hotel St | River St | 21.313612 | -157.863764 | Twisted Pair |
| C119 | Hotel St | Smith St | 21.311754 | -157.862511 | Twisted Pair |
| C120 | Houghtailing St | Bernice St | 21.331266 | -157.867832 | None |
| C121 | Houghtailing St | Hala Dr | 21.333272 | -157.864622 | None |
| C122 | Houghtailing St | Halona St | 21.33019 | -157.869597 | None |
| C123 | Iolani Ave | Kamamalu Ave / Magellan St | 21.311986 | -157.852005 | None |
| C124 | Ka Uka Blvd | Eolakoia Dr | 21.42724 | -158.001746 | IP |
| C125 | Ka Uka Blvd | Ukee St (North-East) | 21.424573 | -158.002751 | IP |
| C126 | Ka Uka Blvd | Ukee St (South-West) | 21.41997 | -158.004739 | IP |
| C127 | Ka Uka Blvd | Waipio Uka St / Pauahi St | 21.42214 | -158.003055 | IP |
| C128 | Kaahumanu St | Noelani St | 21.395177 | -157.952226 | None |
| C129 | Kaheka St | Kanunu St | 21.294444 | -157.839064 | Twisted Pair |
| C130 | Kaheka St | Makaloa St | 21.292597 | -157.839556 | Twisted Pair |
| C131 | Kahuhipa St | Alaloa St | 21.416374 | -157.805296 | None |
| C132 | Kailua Rd | Hahani St | 21.39346 | -157.740321 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|---------------|---|-----------|-------------|------------------------|
| C133 | Kailua Rd | Hamakua Dr / Kainehe St | 21.39317 | -157.745101 | Twisted Pair |
| C134 | Kailua Rd | Kuulei Rd / Oneawa St | 21.394557 | -157.743385 | Twisted Pair |
| C135 | Kailua Rd | Wanaao Rd | 21.391924 | -157.735338 | None |
| C136 | Kalaeloa Blvd | Komohana St | 21.320817 | -158.097083 | IP |
| C137 | Kalaeloa Blvd | Lauwiliwili St (North) | 21.325332 | -158.092159 | Twisted Pair |
| C138 | Kalaeloa Blvd | Lauwiliwili St (South) | 21.317766 | -158.099466 | IP |
| C139 | Kalaeloa Blvd | Malakole St | 21.313452 | -158.099341 | Twisted Pair |
| C140 | Kalakaua Ave | Beach Walk | 21.281499 | -157.830552 | Twisted Pair |
| C141 | Kalakaua Ave | Ena Rd | 21.287171 | -157.833845 | Twisted Pair |
| C142 | Kalakaua Ave | Fern St | 21.292211 | -157.836507 | Twisted Pair |
| C143 | Kalakaua Ave | Kaiulani Ave | 21.276532 | -157.826119 | Twisted Pair |
| C144 | Kalakaua Ave | Kalaimoku St / Saratoga Rd | 21.28239 | -157.830963 | Twisted Pair |
| C145 | Kalakaua Ave | Kanunu St | 21.294088 | -157.836885 | Twisted Pair |
| C146 | Kalakaua Ave | Kapahulu Ave | 21.271531 | -157.822816 | Twisted Pair |
| C147 | Kalakaua Ave | Kealohilani Ave | 21.273847 | -157.824007 | Twisted Pair |
| C148 | Kalakaua Ave | Lewers St | 21.280087 | -157.829801 | Twisted Pair |
| C149 | Kalakaua Ave | Liliuokalani Ave | 21.274413 | -157.824302 | Twisted Pair |
| C150 | Kalakaua Ave | Makaloa St | 21.292779 | -157.836745 | Twisted Pair |
| C151 | Kalakaua Ave | McCully St | 21.286618 | -157.833528 | Twisted Pair |
| C152 | Kalakaua Ave | Midblock Crosswalk at International Mkt Pl | 21.277467 | -157.827152 | Twisted Pair |
| C153 | Kalakaua Ave | Midblock Crosswalk btwn Kuhio Ave / Olohana St | 21.283744 | -157.831817 | Twisted Pair |
| C154 | Kalakaua Ave | Midblock Crosswalk near Dukes Ln | 21.277998 | -157.827738 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|-------------------|--------------------------------------|-----------|-------------|------------------------|
| C155 | Kalakaua Ave | Niu St / Pau St / Ala Moana Blvd | 21.285731 | -157.832944 | Twisted Pair |
| C156 | Kalakaua Ave | Ohua Ave | 21.273067 | -157.8236 | Twisted Pair |
| C157 | Kalakaua Ave | Olohana St | 21.282941 | -157.831289 | Twisted Pair |
| C158 | Kalakaua Ave | Paoakalani Ave | 21.272201 | -157.823159 | Twisted Pair |
| C159 | Kalakaua Ave | Philip St | 21.295026 | -157.836905 | Twisted Pair |
| C160 | Kalakaua Ave | Royal Hawaiian Ave | 21.279362 | -157.829215 | Twisted Pair |
| C161 | Kalakaua Ave | Seaside Ave | 21.278732 | -157.828548 | Twisted Pair |
| C162 | Kalakaua Ave | Uluniu Ave | 21.275298 | -157.824967 | Twisted Pair |
| C163 | Kalakaua Ave | Young St | 21.298202 | -157.836867 | Twisted Pair |
| C164 | Kalaniana'ole Hwy | Poalima St | 21.34784 | -157.721393 | None |
| C165 | Kalia Rd | Rainbow Dr | 21.283688 | -157.835484 | Twisted Pair |
| C166 | Kalia Rd | Saratoga Rd | 21.279193 | -157.832782 | Twisted Pair |
| C167 | Kalihi St | Lehua St | 21.345734 | -157.861771 | None |
| C168 | Kalihi St | Makuahine St | 21.338836 | -157.867708 | None |
| C169 | Kalihi St | Nalanieha St | 21.349973 | -157.859623 | None |
| C170 | Kamaaha Ave | Kaiu Ave | 21.333339 | -158.071216 | IP |
| C171 | Kamaaha Ave | Kuloa Ave / Kamaaha Lp | 21.336481 | -158.065015 | IP |
| C172 | Kamaaha Ave | Kumuiki Ave / Kamaaha Lp | 21.334587 | -158.068924 | None |
| C173 | Kamehameha Hwy | Cane Haul Rd | 21.584254 | -158.10402 | None |
| C174 | Kamehameha Hwy | Haiku Rd / Lilipuna Rd | 21.422143 | -157.8042 | Twisted Pair |
| C175 | Kamehameha Hwy | Halaulani St | 21.426371 | -157.806897 | IP |
| C176 | Kamehameha Hwy | Kam Industrial Center near GasPro | 21.332393 | -157.887302 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|--------------------------------|---|-----------|-------------|------------------------|
| C177 | Kamehameha Hwy | Keahala Rd / William Henry Rd | 21.414977 | -157.800627 | IP |
| C178 | Kamehameha Hwy | Keole St | 21.41061 | -157.799074 | Twisted Pair |
| C179 | Kamehameha Hwy | Lilipuna Rd / Kahuhipa St | 21.418201 | -157.801932 | Twisted Pair |
| C180 | Kamehameha Hwy | Mehana St | 21.420088 | -157.803016 | Twisted Pair |
| C181 | Kamehameha Hwy | Paleka Rd / Waikalua Rd | 21.413477 | -157.80003 | Twisted Pair |
| C182 | Kamehameha Hwy | Pua Inia St | 21.409378 | -157.79917 | Twisted Pair |
| C183 | Kamehameha IV Rd | Midblock Crosswalk near Kalena Dr | 21.346977 | -157.867436 | None |
| C184 | Kamokila Blvd | Manawai St | 21.335439 | -158.080659 | Twisted Pair |
| C185 | Kamokila Blvd | Nau Pl | 21.334607 | -158.081499 | Twisted Pair |
| C186 | Kamokila Blvd | Railroad Crossing | 21.325643 | -158.086654 | None |
| C187 | Kamokila Blvd | Wakea St | 21.333764 | -158.082287 | Twisted Pair |
| C188 | Kamokila Blvd / Farrington Hwy | Midblock Crosswalk btwn Manawai St / Kapowai Pl | 21.336498 | -158.080247 | Twisted Pair |
| C189 | Kaneohe Bay Dr | Ilihaui St | 21.42365 | -157.750009 | None |
| C190 | Kapahulu Ave | Ala Wai Golf Course Access Rd Waikiki-Kapahulu Library | 21.274373 | -157.816094 | Twisted Pair |
| C191 | Kapahulu Ave | Campbell Ave | 21.27816 | -157.813922 | Twisted Pair |
| C192 | Kapahulu Ave | Date St / Mooheau Ave | 21.279105 | -157.813986 | Twisted Pair |
| C193 | Kapahulu Ave | Kaimuki Ave | 21.285666 | -157.813409 | Twisted Pair |
| C194 | Kapahulu Ave | Olu St | 21.284146 | -157.81373 | Twisted Pair |
| C195 | Kapahulu Ave | Winam Ave / Palani Ave | 21.281765 | -157.814194 | Twisted Pair |
| C196 | Kapiolani Blvd | Atkinson Dr | 21.290725 | -157.837192 | Twisted Pair |
| C197 | Kapiolani Blvd | Cooke St | 21.301662 | -157.854676 | Twisted Pair |
| C198 | Kapiolani Blvd | Date St / Kamoku St | 21.287539 | -157.823691 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|----------------|--------------------------------------|-----------|-------------|------------------------|
| C199 | Kapiolani Blvd | Isenberg St | 21.287839 | -157.827756 | Twisted Pair |
| C200 | Kapiolani Blvd | Kaheka St | 21.291917 | -157.839888 | Twisted Pair |
| C201 | Kapiolani Blvd | Kaimuki Ave | 21.288334 | -157.816467 | Twisted Pair |
| C202 | Kapiolani Blvd | Kalakaua Ave | 21.290541 | -157.835667 | Twisted Pair |
| C203 | Kapiolani Blvd | Kamakee St | 21.296367 | -157.849889 | Twisted Pair |
| C204 | Kapiolani Blvd | Keeaumoku St | 21.293082 | -157.842505 | Twisted Pair |
| C205 | Kapiolani Blvd | Kona Iki St | 21.293865 | -157.844264 | Twisted Pair |
| C206 | Kapiolani Blvd | McCully St | 21.289482 | -157.832342 | Twisted Pair |
| C207 | Kapiolani Blvd | Midblock Crosswalk Near Waiaka Rd | 21.288078 | -157.817976 | Twisted Pair |
| C208 | Kapiolani Blvd | Pensacola St | 21.295455 | -157.847833 | Twisted Pair |
| C209 | Kapiolani Blvd | Piikoi St | 21.294746 | -157.846239 | Twisted Pair |
| C210 | Kapiolani Blvd | University Ave | 21.287494 | -157.826043 | Twisted Pair |
| C211 | Kapiolani Blvd | Ward Ave | 21.29896 | -157.852698 | Twisted Pair |
| C212 | Kapolei Pkwy | Costco Driveway | 21.327841 | -158.088506 | Twisted Pair |
| C213 | Kapolei Pkwy | Geiger Rd | 21.331777 | -158.028305 | None |
| C214 | Kapolei Pkwy | Kalaeloa Blvd | 21.328337 | -158.090023 | IP |
| C215 | Kapolei Pkwy | Kamaaha Ave (East) | 21.332574 | -158.059566 | IP |
| C216 | Kapolei Pkwy | Kamaaha Ave (West) | 21.328506 | -158.080877 | To Be Installed |
| C217 | Kapolei Pkwy | Kamokila Blvd | 21.327879 | -158.086561 | IP |
| C218 | Kapolei Pkwy | Keaunui Dr | 21.324276 | -158.026078 | None |
| C219 | Kapolei Pkwy | Kinoiki St | 21.335662 | -158.054488 | IP |
| C220 | Kapolei Pkwy | Kolowaka Dr | 21.337283 | -158.032279 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|---------------|--|-----------|-------------|------------------------|
| C221 | Kapolei Pkwy | Kunehi | 21.328995 | -158.073354 | To Be Installed |
| C222 | Kapolei Pkwy | Maluohai St | 21.329978 | -158.069294 | IP |
| C223 | Kapolei Pkwy | Renton Rd | 21.335169 | -158.040921 | IP |
| C224 | Kapolei Pkwy | Uluohia St | 21.329571 | -158.08077 | Twisted Pair |
| C225 | Keaahala Rd | Midblock Crosswalk near Kaneohe District Park | 21.409601 | -157.809916 | None |
| C226 | Keahole St | Hawaii Kai Park and Ride | 21.283776 | -157.713148 | None |
| C227 | Keahole St | Hawaii Kai Shopping Center | 21.285723 | -157.707612 | None |
| C228 | Keahole St | Hawaii Kai Town Center | 21.284178 | -157.711316 | None |
| C229 | Keaunui St | Lakiku St | 21.327377 | -158.022744 | None |
| C230 | Keeaumoku St | Kanunu St | 21.295527 | -157.841484 | Twisted Pair |
| C231 | Keeaumoku St | Kinau St | 21.301132 | -157.839164 | Twisted Pair |
| C232 | Keeaumoku St | Makaloa St | 21.293791 | -157.842209 | IP |
| C233 | Keeaumoku St | Rycroft St | 21.296171 | -157.841215 | Twisted Pair |
| C234 | Keeaumoku St | Young St | 21.2993 | -157.839886 | Twisted Pair |
| C235 | Keolu Dr | Akamai St | 21.371632 | -157.734273 | None |
| C236 | Keolu Dr | Akumu St / Iana St | 21.380953 | -157.728998 | None |
| C237 | Keolu Dr | Hamakua Dr | 21.384941 | -157.737587 | None |
| C238 | Keolu Dr | Hele St | 21.378124 | -157.728511 | None |
| C239 | Keolu Dr | Keolu Dr / Akaakaawa St | 21.369445 | -157.737175 | None |
| C240 | Keolu Dr | Wanaao Rd | 21.383215 | -157.730413 | None |
| C241 | Keoneula Blvd | Kaileolea Dr | 21.321323 | -158.019903 | None |
| C242 | Kilani Ave | Cane St | 21.499836 | -158.025181 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|-------------|-----------------------------|-----------|-------------|------------------------|
| C243 | Kilani Ave | Lehua St | 21.498874 | -158.027466 | None |
| C244 | Kilauea Ave | 18th Ave | 21.271445 | -157.796947 | None |
| C245 | Kilauea Ave | 22nd Ave | 21.269585 | -157.793343 | None |
| C246 | Kilauea Ave | Hunakai St (North) | 21.282053 | -157.785364 | None |
| C247 | Kilauea Ave | Hunakai St (South) | 21.269131 | -157.789264 | None |
| C248 | Kilauea Ave | Makaiwa St | 21.276204 | -157.784834 | None |
| C249 | Kilauea Ave | Pahoa Ave | 21.274644 | -157.785146 | None |
| C250 | Kilauea Ave | Pueo St | 21.272384 | -157.786061 | None |
| C251 | Kinau St | Pensacola St | 21.303136 | -157.844659 | Twisted Pair |
| C252 | Kinau St | Victoria St | 21.304246 | -157.847707 | Twisted Pair |
| C253 | King St | Alakea St | 21.30774 | -157.86095 | Twisted Pair |
| C254 | King St | Beretania St | 21.316794 | -157.864308 | Twisted Pair |
| C255 | King St | Bethel St | 21.309959 | -157.86258 | Twisted Pair |
| C256 | King St | Bishop St | 21.308491 | -157.861549 | Twisted Pair |
| C257 | King St | Dillingham Blvd / Liliha St | 21.318401 | -157.864765 | Twisted Pair |
| C258 | King St | Fort St | 21.30918 | -157.862097 | Twisted Pair |
| C259 | King St | Gulick Ave | 21.333378 | -157.879145 | Twisted Pair |
| C260 | King St | Hausten St | 21.292588 | -157.823855 | Twisted Pair |
| C261 | King St | Isenberg St | 21.293189 | -157.825542 | Twisted Pair |
| C262 | King St | Iwilei Rd | 21.314852 | -157.864221 | Twisted Pair |
| C263 | King St | Kaheka St | 21.297677 | -157.83802 | Twisted Pair |
| C264 | King St | Kahuna Ln | 21.291301 | -157.820907 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|---------|--|-----------|-------------|------------------------|
| C265 | King St | Kalakaua Ave | 21.297281 | -157.836918 | Twisted Pair |
| C266 | King St | Kalihi St | 21.330927 | -157.875462 | Twisted Pair |
| C267 | King St | Kealamakai St | 21.302892 | -157.852719 | To Be Installed |
| C268 | King St | Keeaumoku St | 21.298467 | -157.840243 | Twisted Pair |
| C269 | King St | Kekaulike St | 21.312546 | -157.864041 | Twisted Pair |
| C270 | King St | Kohou St | 21.325135 | -157.868983 | Twisted Pair |
| C271 | King St | Kokea St | 21.324677 | -157.868718 | Twisted Pair |
| C272 | King St | Maunakea St | 21.311812 | -157.863631 | Twisted Pair |
| C273 | King St | McCully St | 21.294843 | -157.830141 | Twisted Pair |
| C274 | King St | Midblock Crosswalk at Farrington High School | 21.329666 | -157.873152 | Twisted Pair |
| C275 | King St | Midblock Crosswalk at McKinley Crosswalk | 21.301052 | -157.84759 | Twisted Pair |
| C276 | King St | Midblock Crosswalk Btwn Waiaka Rd / Church Ln | 21.289765 | -157.818017 | Twisted Pair |
| C277 | King St | Mokauea St | 21.331918 | -157.877633 | Twisted Pair |
| C278 | King St | Nuuanu Ave | 21.31054 | -157.862909 | Twisted Pair |
| C279 | King St | Palama | 21.321641 | -157.86703 | Twisted Pair |
| C280 | King St | Pawaa Ln | 21.296067 | -157.833546 | Twisted Pair |
| C281 | King St | Pensacola St | 21.300411 | -157.845783 | Twisted Pair |
| C282 | King St | Peterson Ln | 21.323329 | -157.868063 | None |
| C283 | King St | Piikoi St | 21.299829 | -157.844082 | Twisted Pair |
| C284 | King St | Pua Ln | 21.320215 | -157.866021 | Twisted Pair |
| C285 | King St | Punahou St | 21.296956 | -157.836039 | Twisted Pair |
| C286 | King St | Punchbowl St | 21.30506 | -157.858087 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|---------------|---|-----------|-------------|------------------------|
| C287 | King St | Richards St | 21.307005 | -157.860366 | Twisted Pair |
| C288 | King St | River St | 21.313567 | -157.864231 | Twisted Pair |
| C289 | King St | Smith St | 21.311273 | -157.863326 | Twisted Pair |
| C290 | King St | South St / Alapai St / Kapiolani Blvd | 21.303411 | -157.855476 | Twisted Pair |
| C291 | King St | Umi St | 21.33487 | -157.880789 | Twisted Pair |
| C292 | King St | University Ave / Beretania St | 21.291922 | -157.821933 | Twisted Pair |
| C293 | King St | Victoria St | 21.301495 | -157.848823 | Twisted Pair |
| C294 | King St | Waiakamilo Rd / Houghtailing St | 21.328485 | -157.871512 | Twisted Pair |
| C295 | King St | Ward Ave | 21.301972 | -157.850165 | Twisted Pair |
| C296 | Komo Mai Dr | Auhuhu St | 21.425292 | -157.958384 | None |
| C297 | Komo Mai Dr | Aumakua St | 21.42174 | -157.961566 | None |
| C298 | Komo Mai Dr | Hoolaulea St | 21.405918 | -157.957034 | None |
| C299 | Komo Mai Dr | Hoomalu St | 21.403426 | -157.954664 | None |
| C300 | Komo Mai Dr | Kaahumanu St | 21.401407 | -157.950887 | None |
| C301 | Komo Mai Dr | Nahele St | 21.400282 | -157.947309 | None |
| C302 | Komo Mai Dr | Waimano Home Rd | 21.410762 | -157.962969 | None |
| C303 | Kuahelani Ave | Kipapa Dr (East) | 21.460426 | -158.010028 | None |
| C304 | Kuahelani Ave | Kipapa Dr (West) near McDonalds | 21.456165 | -158.015103 | None |
| C305 | Kuakini St | Alaneo St | 21.326177 | -157.859357 | None |
| C306 | Kuakini St | Kuakini Hospital | 21.322178 | -157.856179 | None |
| C307 | Kuakini St | Lanakili Ave | 21.327755 | -157.860344 | None |
| C308 | Kuakini St | Midblock Crosswal near Liliuokalani Botanical Garden | 21.320483 | -157.854647 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|-----------|---------------------|-----------|-------------|------------------------|
| C309 | Kuala St | Acacia St | 21.397653 | -157.976079 | Twisted Pair |
| C310 | Kuala St | Kaapkepa St | 21.402569 | -157.969683 | Twisted Pair |
| C311 | Kuala St | Makolu St | 21.399977 | -157.973758 | Twisted Pair |
| C312 | Kuala St | WalMart Driveway | 21.398571 | -157.975226 | Twisted Pair |
| C313 | Kuhio Ave | Kaiulani Ave | 21.277316 | -157.824173 | Twisted Pair |
| C314 | Kuhio Ave | Kalaimoku St | 21.283003 | -157.830251 | Twisted Pair |
| C315 | Kuhio Ave | Kanekapolei St | 21.277777 | -157.824495 | Twisted Pair |
| C316 | Kuhio Ave | Kapahulu Ave | 21.271925 | -157.819964 | Twisted Pair |
| C317 | Kuhio Ave | Launiu St | 21.282538 | -157.829715 | Twisted Pair |
| C318 | Kuhio Ave | Lewers St | 21.281436 | -157.828441 | Twisted Pair |
| C319 | Kuhio Ave | Liliuokalani Ave | 21.275477 | -157.822485 | Twisted Pair |
| C320 | Kuhio Ave | Nahua St | 21.279034 | -157.825682 | Twisted Pair |
| C321 | Kuhio Ave | Namahana St | 21.283925 | -157.831337 | Twisted Pair |
| C322 | Kuhio Ave | Nohonani St | 21.279634 | -157.826366 | Twisted Pair |
| C323 | Kuhio Ave | Ohua Ave | 21.274595 | -157.821824 | Twisted Pair |
| C324 | Kuhio Ave | Olohana St | 21.283468 | -157.830791 | Twisted Pair |
| C325 | Kuhio Ave | Paoakalani Ave | 21.273922 | -157.82134 | Twisted Pair |
| C326 | Kuhio Ave | Royal Hawaiian Ave | 21.28084 | -157.82775 | Twisted Pair |
| C327 | Kuhio Ave | Seaside Ave | 21.280235 | -157.827058 | Twisted Pair |
| C328 | Kuhio Ave | Uluniu Ave | 21.276565 | -157.823457 | Twisted Pair |
| C329 | Kuhio Ave | Walina St | 21.278427 | -157.824994 | Twisted Pair |
| C330 | Kukui St | Maunakea St | 21.314479 | -157.859676 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|------------------------|------------------------------------|-----------|-------------|------------------------|
| C331 | Kupuna Lp | Kupuohi St (North) | 21.388564 | -158.033181 | Twisted Pair |
| C332 | Kupuna Lp | Kupuohi St (South) | 21.386821 | -158.032627 | Twisted Pair |
| C333 | Kuulei Rd | Kainalu Dr | 21.396964 | -157.739172 | None |
| C334 | Kuulei Rd | Kalaheo Ave | 21.399664 | -157.73618 | Twisted Pair |
| C335 | Kuulei Rd | Malunui Ave | 21.396053 | -157.7409 | None |
| C336 | Lanikuhana Ave | Anania Dr | 21.444363 | -158.010329 | None |
| C337 | Lanikuhana Ave | Holani St | 21.451639 | -158.004517 | None |
| C338 | Lanikuhana Ave | Kuahelani Ave (North) | 21.44318 | -158.015829 | None |
| C339 | Lanikuhana Ave | Kuahelani Ave (South) Near Park | 21.437411 | -158.01701 | None |
| C340 | Lanikuhana Ave | Lanipaa St | 21.453426 | -158.004325 | None |
| C341 | Liliha St | Judd St | 21.326499 | -157.853755 | None |
| C342 | Liliha St | Kuakini St | 21.323545 | -157.857465 | None |
| C343 | Liliha St | Kukui St | 21.31907 | -157.863286 | None |
| C344 | Liliha St | Wyllie St | 21.330734 | -157.848652 | None |
| C345 | Lualualei Homestead Rd | Leihoku St | 21.439563 | -158.174922 | None |
| C346 | Lumiaina St | Lumiauau St | 21.404757 | -157.998432 | Twisted Pair |
| C347 | Lumiaina St | Pulelo St | 21.401094 | -158.002263 | Twisted Pair |
| C348 | Lumiaina St | Waikele Shopping Center | 21.400548 | -158.007227 | Twisted Pair |
| C349 | Lunalilo Home Rd | Ahukini St | 21.291381 | -157.693944 | None |
| C350 | Lunalilo Home Rd | Hawaii Kai Dr | 21.295974 | -157.689006 | None |
| C351 | Lunalilo Home Rd | Kaiser High School | 21.286026 | -157.697647 | None |
| C352 | Lunalilo Home Rd | Kaumakani St | 21.277663 | -157.703504 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|------------------|---------------------------------------|-----------|-------------|------------------------|
| C353 | Lunalilo Home Rd | Wailua St | 21.287704 | -157.696767 | None |
| C354 | Lunalilo St | Pensacola St | 21.304329 | -157.844164 | Twisted Pair |
| C355 | Lunalilo St | Piikoi St | 21.303609 | -157.842198 | Twisted Pair |
| C356 | Lunalilo St | Ward Ave | 21.305915 | -157.848591 | Twisted Pair |
| C357 | Lusitana St | Midblock Crosswalk near Lauhala St | 21.307169 | -157.852317 | None |
| C358 | Makakilo Dr | Anipeahi St | 21.347897 | -158.082008 | None |
| C359 | Makakilo Dr | Palahia St | 21.361141 | -158.085063 | None |
| C360 | Makakilo Dr | Palailai St / Kulihi St | 21.344431 | -158.079821 | None |
| C361 | Makakilo Dr | Panana St | 21.355875 | -158.08679 | None |
| C362 | Makaloa St | Poni St | 21.292681 | -157.838044 | None |
| C363 | Makuahine St | Hala Dr | 21.335904 | -157.867518 | None |
| C364 | Manawai St | Haumea St | 21.334623 | -158.079757 | Twisted Pair |
| C365 | Manoa Rd | Lanihuli Dr | 21.305816 | -157.82519 | None |
| C366 | Mapunapuna St | Pukoloa St | 21.344384 | -157.898176 | None |
| C367 | McCully St | Algaroba St | 21.294096 | -157.830468 | Twisted Pair |
| C368 | McCully St | Citron St | 21.292576 | -157.831087 | Twisted Pair |
| C369 | McCully St | Fern St | 21.291052 | -157.831704 | Twisted Pair |
| C370 | McCully St | Waiola St | 21.293336 | -157.830778 | Twisted Pair |
| C371 | Meheula Pkwy | Ainamakua Dr | 21.468019 | -158.000266 | Twisted Pair |
| C372 | Meheula Pkwy | Anania Dr | 21.451132 | -158.011773 | None |
| C373 | Meheula Pkwy | Holanialii St | 21.438991 | -158.020868 | None |
| C374 | Meheula Pkwy | Kaapeha St | 21.47592 | -157.99702 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|--------------|---|-----------|-------------|------------------------|
| C375 | Meheula Pkwy | Koolani Dr | 21.474473 | -157.998915 | Twisted Pair |
| C376 | Meheula Pkwy | Kuahelani Ave East of Kamehameha Hwy | 21.459573 | -158.007348 | None |
| C377 | Meheula Pkwy | Kuahelani Ave West of Kamehameha Hwy | 21.4473 | -158.019425 | None |
| C378 | Meheula Pkwy | Kuaoa St | 21.479303 | -157.993202 | Twisted Pair |
| C379 | Meheula Pkwy | Lanikuhana Ave / Hookelewa St | 21.45536 | -158.007629 | None |
| C380 | Meheula Pkwy | Lehiwa Dr (East) | 21.480674 | -157.984993 | Twisted Pair |
| C381 | Meheula Pkwy | Lehiwa Dr (West) | 21.477916 | -157.994458 | Twisted Pair |
| C382 | Meheula Pkwy | Makaikai St | 21.471714 | -157.999042 | Twisted Pair |
| C383 | Meheula Pkwy | Makaimoimoi St | 21.452698 | -158.008506 | None |
| C384 | Merchant St | Alakea St | 21.307361 | -157.861457 | Twisted Pair |
| C385 | Merchant St | Bethel St | 21.309656 | -157.863342 | Twisted Pair |
| C386 | Merchant St | Bishop St | 21.308001 | -157.862221 | Twisted Pair |
| C387 | Merchant St | Richards St | 21.306805 | -157.860666 | Twisted Pair |
| C388 | Middle St | Kahauiki St | 21.340466 | -157.880473 | Twisted Pair |
| C389 | Middle St | Kalihi Transit Center | 21.334843 | -157.888054 | IP |
| C390 | Middle St | Rose St | 21.341147 | -157.879695 | Twisted Pair |
| C391 | Middle St | School St / Notley St / Haumana Pl | 21.342198 | -157.878341 | Twisted Pair |
| C392 | Moanalua Rd | Aiea Heights Dr / Kauhale St | 21.378867 | -157.930906 | Twisted Pair |
| C393 | Moanalua Rd | Hekaha St | 21.390659 | -157.94746 | None |
| C394 | Moanalua Rd | Heleconia Pl | 21.380265 | -157.930819 | Twisted Pair |
| C395 | Moanalua Rd | Hoolaulea St | 21.399618 | -157.963971 | None |
| C396 | Moanalua Rd | Hoomalu St | 21.395076 | -157.96221 | IP |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|---------------|------------------------------|-----------|-------------|------------------------|
| C397 | Moanalua Rd | Hoomanu St | 21.381332 | -157.935926 | Twisted Pair |
| C398 | Moanalua Rd | Kaahele St | 21.390735 | -157.948489 | Twisted Pair |
| C399 | Moanalua Rd | Kaahumanu St | 21.390838 | -157.953299 | IP |
| C400 | Moanalua Rd | Kaamilo St | 21.381127 | -157.934502 | Twisted Pair |
| C401 | Moanalua Rd | Kaonohi St | 21.386458 | -157.942022 | IP |
| C402 | Moanalua Rd | Pali Momi St / Koauka St | 21.383359 | -157.937444 | Twisted Pair |
| C403 | Moanalua Rd | Pono St | 21.390374 | -157.946856 | None |
| C404 | Moanalua Rd | Uahi St / Puakala St | 21.377193 | -157.930829 | Twisted Pair |
| C405 | Mokuola St | Hikimoe St | 21.385168 | -158.003085 | None |
| C406 | Monsarrat Ave | Campbell Ave | 21.269535 | -157.811415 | Twisted Pair |
| C407 | Monsarrat Ave | Leahi Ave | 21.269038 | -157.815123 | Twisted Pair |
| C408 | Monsarrat Ave | Paki Ave | 21.269069 | -157.815856 | Twisted Pair |
| C409 | Nehoa St | Keeaumoku St | 21.307702 | -157.833237 | Twisted Pair |
| C410 | Nehoa St | Makiki St | 21.306723 | -157.831928 | Twisted Pair |
| C411 | Nehoa St | Mott-Smith Dr | 21.309335 | -157.836968 | Twisted Pair |
| C412 | Nehoa St | Pensecola St / Auwaiolimu St | 21.310015 | -157.83936 | Twisted Pair |
| C413 | Nehoa St | Punahou St / Manoa Rd | 21.304937 | -157.830214 | Twisted Pair |
| C414 | Nuuanu Ave | Judd St | 21.322637 | -157.850173 | None |
| C415 | Nuuanu Ave | Kuakini St | 21.319193 | -157.85337 | None |
| C416 | Nuuanu Ave | Kukui St | 21.313404 | -157.858756 | Twisted Pair |
| C417 | Nuuanu Ave | Pauoa Rd | 21.320198 | -157.852427 | None |
| C418 | Oneawa St | Kaha St | 21.407799 | -157.752358 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|--------------------|---|-----------|-------------|------------------------|
| C419 | Oneawa St | Kainui Dr | 21.408688 | -157.75362 | None |
| C420 | Oneawa St | Mokapu Blvd / Ilipilo St | 21.409581 | -157.754943 | Twisted Pair |
| C421 | Oneawa St | Uluniu St / Kihapai St | 21.395815 | -157.744738 | Twisted Pair |
| C422 | Pacific Heights Rd | Pauoa Rd | 21.319712 | -157.849414 | None |
| C423 | Pahoa Ave | Hunakai St | 21.273923 | -157.788724 | None |
| C424 | Paiwa St | Hapapa St | 21.391024 | -158.006653 | Twisted Pair |
| C425 | Paiwa St | Hiapo St | 21.393662 | -158.00817 | None |
| C426 | Paiwa St | Lumiaina St | 21.401019 | -158.009343 | IP |
| C427 | Paiwa St | Puko St | 21.390238 | -158.006079 | None |
| C428 | Pali Momi St | Haukapila Rd | 21.382884 | -157.938541 | None |
| C429 | Palolo Ave | Midblock Crosswalk near New Jersey Ave | 21.299387 | -157.797121 | None |
| C430 | Pauahi St | Maunakea St | 21.312726 | -157.862119 | None |
| C431 | Pauoa Rd | Lusitana St / Kanealii Ave | 21.319213 | -157.848324 | None |
| C432 | Pensacola St | Waimanu St | 21.293777 | -157.848502 | Twisted Pair |
| C433 | Piikoi St | Kona St | 21.293831 | -157.846629 | Twisted Pair |
| C434 | Piikoi St | Kinau St | 21.302452 | -157.842805 | Twisted Pair |
| C435 | Piikoi St | Naru Tower / Hawaii Iki Tower | 21.292106 | -157.847352 | Twisted Pair |
| C436 | Piikoi St | Rycroft St | 21.297627 | -157.845076 | Twisted Pair |
| C437 | Piikoi St | Waimanu St | 21.293209 | -157.846901 | Twisted Pair |
| C438 | Piikoi St | Young St | 21.300681 | -157.843675 | Twisted Pair |
| C439 | Punahou St | Dole St | 21.301829 | -157.833259 | Twisted Pair |
| C440 | Punchbowl St | Halekauwila St | 21.303442 | -157.861198 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|----------------|---|-----------|-------------|------------------------|
| C441 | Punchbowl St | Midblock Crosswalk btwn Beretania St / King St | 21.305946 | -157.856845 | Twisted Pair |
| C442 | Queen St | Alakea St | 21.306854 | -157.862124 | Twisted Pair |
| C443 | Queen St | Bishop St | 21.307592 | -157.862795 | Twisted Pair |
| C444 | Queen St | Cooke St | 21.30026 | -157.856584 | Twisted Pair |
| C445 | Queen St | Emily St / Coral St | 21.301211 | -157.85739 | Twisted Pair |
| C446 | Queen St | Kamakee St | 21.29457 | -157.851807 | None |
| C447 | Queen St | Milliani St | 21.305408 | -157.860847 | Twisted Pair |
| C448 | Queen St | Punchbowl St | 21.304188 | -157.859795 | Twisted Pair |
| C449 | Queen St | Richards St | 21.306216 | -157.861552 | Twisted Pair |
| C450 | Queen St | South St | 21.302426 | -157.858293 | Twisted Pair |
| C451 | Queen St | Ward Ave | 21.297584 | -157.854335 | Twisted Pair |
| C452 | Salt Lake Blvd | Ala Liliko St | 21.34368 | -157.913006 | None |
| C453 | Salt Lake Blvd | Ala Napunani St | 21.344665 | -157.901472 | None |
| C454 | Salt Lake Blvd | Ala Oli St | 21.360849 | -157.927542 | None |
| C455 | Salt Lake Blvd | Arizona Rd | 21.343697 | -157.912125 | None |
| C456 | Salt Lake Blvd | Bougainville Dr | 21.358253 | -157.92685 | None |
| C457 | Salt Lake Blvd | Kalaloa St | 21.368923 | -157.930455 | None |
| C458 | Salt Lake Blvd | Luapele Dr | 21.363986 | -157.928434 | None |
| C459 | Salt Lake Blvd | Lawehana St | 21.357076 | -157.926538 | None |
| C460 | Salt Lake Blvd | Maluna St / Namur Rd | 21.351652 | -157.925099 | None |
| C461 | Salt Lake Blvd | Pakini St / Marshall Rd | 21.35543 | -157.926085 | None |
| C462 | Salt Lake Blvd | Peltier Ave | 21.344325 | -157.90344 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|----------------|--|-----------|-------------|------------------------|
| C463 | Salt Lake Blvd | Radford Dr / Likini Pl | 21.345165 | -157.917037 | None |
| C464 | Salt Lake Blvd | Stadium Entrance | 21.370948 | -157.931948 | None |
| C465 | Salt Lake Blvd | Wanaka St | 21.347789 | -157.922206 | None |
| C466 | School St | Aala St | 21.318894 | -157.857802 | Twisted Pair |
| C467 | School St | Alaneo St / Palama St | 21.325144 | -157.862006 | Twisted Pair |
| C468 | School St | Gulick Ave | 21.338078 | -157.872088 | Twisted Pair |
| C469 | School St | Houghtailing St | 21.33211 | -157.866313 | Twisted Pair |
| C470 | School St | Kamehameha IV Rd | 21.341598 | -157.874943 | Twisted Pair |
| C471 | School St | Kapalama Ave | 21.333794 | -157.867637 | Twisted Pair |
| C472 | School St | Kino St | 21.3397 | -157.87342 | Twisted Pair |
| C473 | School St | Lanakili Ave | 21.326748 | -157.862915 | Twisted Pair |
| C474 | School St | Leilani St | 21.337185 | -157.870862 | Twisted Pair |
| C475 | School St | Linapuni St / Hauiki St | 21.340176 | -157.873809 | Twisted Pair |
| C476 | School St | Maukahine St | 21.334932 | -157.868527 | Twisted Pair |
| C477 | School St | Midblock Crosswalk near Lanakila | 21.327769 | -157.863519 | Twisted Pair |
| C478 | School St | Midblock Crosswalk near Momolio St | 21.324438 | -157.861635 | Twisted Pair |
| C479 | School St | Nuuanu Ave | 21.31653 | -157.855837 | Twisted Pair |
| C480 | School St | Queen Emma St / Lusitana St / Iolani Ave | 21.313046 | -157.852848 | Twisted Pair |
| C481 | Sheridan St | Makaloa St | 21.295142 | -157.844389 | To Be Installed |
| C482 | Sheridan St | Rycroft St | 21.296605 | -157.842183 | Twisted Pair |
| C483 | South St | Pohukaina St | 21.301046 | -157.860961 | Twisted Pair |
| C484 | St. Louis Dr | Dole St | 21.290413 | -157.810243 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|----------------|----------------------------|-----------|-------------|------------------------|
| C485 | Ulune St | Aliipoe St | 21.377621 | -157.924624 | None |
| C486 | Ulune St | Kaimakani St | 21.378073 | -157.925536 | None |
| C487 | Ulune St | Kulawea St / Halewiliko St | 21.378605 | -157.926598 | None |
| C488 | University Ave | Coyne St | 21.292571 | -157.821617 | Twisted Pair |
| C489 | University Ave | Date St | 21.288633 | -157.824927 | Twisted Pair |
| C490 | University Ave | Dole St | 21.296767 | -157.821176 | Twisted Pair |
| C491 | University Ave | Kaala Ave | 21.30375 | -157.818951 | Twisted Pair |
| C492 | University Ave | Maile Way | 21.30176 | -157.82038 | Twisted Pair |
| C493 | University Ave | Metcalf St | 21.299044 | -157.821112 | Twisted Pair |
| C494 | University Ave | Varsity Pl | 21.293283 | -157.821323 | Twisted Pair |
| C495 | Valkenburgh St | Bougainville Dr | 21.342446 | -157.92882 | None |
| C496 | Waiakamilo Rd | Kalani St | 21.322621 | -157.877656 | Twisted Pair |
| C497 | Waiakamilo Rd | Kaumualii St | 21.324869 | -157.874962 | Twisted Pair |
| C498 | Waiakamilo Rd | McNeil St | 21.325658 | -157.874418 | Twisted Pair |
| C499 | Waialae Ave | 10th Ave | 21.283841 | -157.801144 | Twisted Pair |
| C500 | Waialae Ave | 12th Ave | 21.28258 | -157.798832 | Twisted Pair |
| C501 | Waialae Ave | 16th Ave | 21.280159 | -157.794229 | Twisted Pair |
| C502 | Waialae Ave | 3rd Ave | 21.287921 | -157.809286 | Twisted Pair |
| C503 | Waialae Ave | 6th Ave | 21.286138 | -157.805809 | Twisted Pair |
| C504 | Waialae Ave | 7th Ave | 21.285533 | -157.804623 | Twisted Pair |
| C505 | Waialae Ave | 8th Ave | 21.284956 | -157.803487 | Twisted Pair |
| C506 | Waialae Ave | 9th Ave | 21.284365 | -157.802324 | Twisted Pair |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|-----------------|-------------------------------------|-----------|-------------|------------------------|
| C507 | Waialae Ave | Koko Head Ave | 21.282282 | -157.798262 | Twisted Pair |
| C508 | Waialae Ave | Palolo Ave / 5th Ave | 21.286878 | -157.807264 | Twisted Pair |
| C509 | Waialae Ave | Sierra Dr / 11th Ave | 21.283177 | -157.799997 | Twisted Pair |
| C510 | Waialae Ave | St. Louis Dr | 21.288962 | -157.811311 | None |
| C511 | Waimano Home Rd | Hoolaulea St | 21.396004 | -157.969326 | None |
| C512 | Waimano Home Rd | Hoomoana St | 21.406358 | -157.964869 | None |
| C513 | Waimano Home Rd | Moanalua Rd / Noelani St / Kuala St | 21.402087 | -157.966534 | Twisted Pair |
| C514 | Waimano Home Rd | Noelani St | 21.402487 | -157.966534 | None |
| C515 | Waipahu St | Hene St | 21.380147 | -158.026672 | None |
| C516 | Waipahu St | Hoaeae St | 21.382588 | -158.022242 | None |
| C517 | Waipahu St | Honowai St | 21.384151 | -158.019215 | None |
| C518 | Waipahu St | Leoku St | 21.381011 | -158.025158 | None |
| C519 | Waipahu St | Mahoe St / Ana Ln | 21.391966 | -158.002738 | None |
| C520 | Waipahu St | Mokuola St | 21.387321 | -158.005505 | None |
| C521 | Waipahu St | Paiwa St | 21.389851 | -158.004591 | None |
| C522 | Waipahu St | Waikele Rd | 21.385149 | -158.016954 | None |
| C523 | Waipahu St | Waipahu Depot St | 21.385605 | -158.007461 | None |
| C524 | Ward Ave | Auahi St | 21.295694 | -157.856847 | Twisted Pair |
| C525 | Ward Ave | Green St | 21.306816 | -157.848206 | Twisted Pair |
| C526 | Ward Ave | Halekauwila St | 21.296701 | -157.855473 | Twisted Pair |
| C527 | Ward Ave | Kinau St | 21.304737 | -157.849079 | Twisted Pair |
| C528 | Ward Ave | Prospect St | 21.308308 | -157.847579 | None |

| CITY CONTROLLER NO. | ROADWAY | INTERSECTING STREET | LATITUDE | LONGITUDE | EXISTING COMMUNICATION |
|---------------------|------------|-----------------------------|-----------|-------------|------------------------|
| C529 | Wilder Ave | Alexander St | 21.301204 | -157.829936 | Twisted Pair |
| C530 | Wilder Ave | Keeaumoku St | 21.304625 | -157.836351 | Twisted Pair |
| C531 | Wilder Ave | Kewalo St | 21.305463 | -157.837896 | Twisted Pair |
| C532 | Wilder Ave | Liholiho St | 21.305878 | -157.838688 | Twisted Pair |
| C533 | Wilder Ave | Makiki St | 21.303853 | -157.834876 | Twisted Pair |
| C534 | Wilder Ave | Metcalfe St / Farrington St | 21.299055 | -157.826594 | Twisted Pair |
| C535 | Wilder Ave | Pensacola St | 21.307216 | -157.841231 | Twisted Pair |
| C536 | Wilder Ave | Piikoi St | 21.30631 | -157.839514 | Twisted Pair |
| C537 | Wilder Ave | Punahou St | 21.302831 | -157.832507 | Twisted Pair |
| C538 | Young St | McCully St | 21.295716 | -157.829877 | Twisted Pair |
| C539 | Young St | Pensacola St | 21.301315 | -157.845416 | Twisted Pair |
| C540 | Young St | Punahou St | 21.29783 | -157.835725 | Twisted Pair |