STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS
PROPOSAL
CONTRACT AND BOND

FOR

GUARDRAIL REPAIRS AND MAINTENANCE AT VARIOUS LOCATIONS

PROJECT NO. HWY-M-05-23M

ISLAND OF MAUI

FY 2023

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NOTICE TO BIDDERS

(Chapter 103D, HRS)

The receiving of SEALED BIDS for **GUARDRAIL REPAIRS AND MAINTENANCE AT VARIOUS LOCATIONS, ISLAND OF MAUI, PROJECT NO. HWY-M-05-23M**, will begin as advertised on April 13, 2023 in HIePRO. Bidders are to register and submit bids through HIePRO only. See the following HIePRO link for important information on registering: https://hiepro.ehawaii.gov/welcome.html.

Deadline to submit bids is – May 11, 2023 at 2:00 p.m. Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work consists of guardrail, terminal section and impact attenuator system repairs and replacements on the Island of Maui on an "as-needed" basis.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor's "A" license or Specialty Contractor's "C-32" license, at the time of bidding.

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

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

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

A pre-bid conference is scheduled for April 20, 2023 at 10:00 a.m.. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory.

Due to the impacts of COVID 19, the pre-bid meeting will be conducted virtually. Questions applicable to the Project Specifications should be submitted via HIePRO no later than two days prior to the scheduled date of the pre-bid meeting. Please call Microsoft Teams to join the Pre-bid meeting at 1-808-829-4853, Phone Conference ID: 517 531 485#. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HIePRO.

ALL requests for information shall be received in writing via HIePRO no less than April 27, 2023 at 2:00 HST, fourteen (14) calendar days before bid opening. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response.

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

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

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

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

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

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

For additional information, contact Annette Matsuda, Project Manager, by phone at (808) 873-3535, or by email at annette.dh.matsuda@hawaii.gov.

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

ROBIN K. SHISHIDO
Highways Deputy Director

Posted:

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

HONOLULU, HAWAII

SPECIAL PROVISIONS

These Special Provisions shall supplement and/or amend the applicable provisions of the Hawaii Standard Specifications for Road and Bridge Construction, 2005, hereinafter referred to as the "Standard Specifications".

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

"DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS

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

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

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

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

ARA	American Railway Association
AREA	American Railway Engineering Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
CCO	Contract Change Order
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DCAB	Disability and Communication Access Board, Department of Health, State of Hawaii
DOTAX	Department of Taxation, State of Hawaii
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards, General Services Administration, U.S. Department of Defense
HAR	Hawaii Administrative Rules
HDOT	Department of Transportation, State of Hawaii

HIOSH	Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii
HMA	Hot Mix Asphalt
HRS	Hawaii Revised Statutes
ICEA	Insulated Cable Engineers Association (formerly IPCEA)
IMSA	International Municipal Signal Association
IRS	Internal Revenue Service
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NCHRP	National Cooperative Highway Research Program
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Forest Products Association
NPDES	National Pollutant Discharge Elimination System
OSHA	Occupational Safety and Health Administration/Act, U.S. Department of Labor
SAE	Society of Automotive Engineers
SI	International Systems of Units
UFAS	Uniform Federal Accessibility Standards
UL	Underwriter's Laboratory
USGS	U.S. Geological Survey
VECP	Value Engineering Cost Proposal

101.02

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

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

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

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

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

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

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

Bag - 94 pounds of cement.

Barrel - 376 pounds of cement.

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

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

Bid - See Proposal.

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

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

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

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

Calendar Day - See Day.

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

Completion - See Substantial Completion and Final Completion.

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

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

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

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

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

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

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

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

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

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

Contracting Officer - See Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 101

Make this section a part of the Standard Specifications:

"**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

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

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

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

102.02 Contents of Proposal Forms. The Department will furnish prospective bidders with proposal forms posted in HIePRO stating:

(1) The location,

(2) Description of the proposed work,

(3) The approximate quantities,

(4) Items of work to be done or materials to be furnished,

(5) A schedule of items, and

(6) The time in which the work shall be completed.

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

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

102.03 (Unassigned)

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

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

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

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

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

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

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

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

(3) Neither the bidder nor its employees, agents, suppliers or subcontractors have relied upon verbal representations from the Department, its employees or agents, including architects, engineers or consultants, in assembling the bid figure; and

(4) The basis for the bid figure is solely on the construction contract documents.

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

(1) The nature and location of the work;

(2) The character, quality, and quantity of materials;

(3) The difficulties to be encountered; and

(4) The kind and amount of equipment and other facilities needed.

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

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

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

(1) A unit price for each pay item with a quantity given;

(2) The products of the respective unit prices and quantities;

(3) The lump sum amount; and

(4) The total amount of the proposal obtained by adding the amounts of the several items.

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

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

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

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

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

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

(1) The proposal is a form not furnished by the Department, altered, or detached;

(2) The proposal contains unauthorized additions, conditions, or alternates. Also, the proposal contains irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous to its meaning;

(3) The bidder adds provisions reserving the right to accept or reject an award. Also, the bidder adds provisions into a contract before an award;

(4) The proposal does not contain a unit price for each pay item listed except authorized optional pay items; and

(5) Prices for some items are out of proportion to the prices for other items.

(6) If in the opinion of the Director, the bidder and its listed subcontractors do not have the Contactor's licenses or combination of Contractor's licenses necessary to complete the work.

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

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

Proposal	Security Amount
Area 1	$6,250.00
Area 2	$6,250.00
Area 3	$6,250.00
Area 4	$6,250.00

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

(1) A deposit of legal tender; or

(2) 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

(3) 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).

(a) The bidder may use these instruments only to a maximum of $100,000.

(b) 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.

(c) The instrument shall be made payable at sight to the Department.

(d) Proposal Guaranty listed in (1) and (3) shall be in its original form, and shall be received at the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813 before the bid deadline.

In accordance with HRS Chapter 103D-323, the above shall be in a sum not less than $6,250.00 for each Area.

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

102.10 Withdrawal or Revision of Proposals. A bidder may withdraw or revise a proposal after the bidder submits the proposal in HIePRO. Withdrawal or revision of proposal must be completed before the time set for the receiving of bids.

102.11 Public Opening of Proposals. Not applicable.

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

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

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

(3) Lack of proposal guaranty.

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

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

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

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

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

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

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

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

102.14 Substitution of Materials and Equipment Before Bid Opening. See Subsection 106.13 for Substitution Of Materials and Equipment After Bid Opening.

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

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

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

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

102.15 Preferences.

(A) Preference for Hawaii Products. In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not

apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

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

The following provisions apply to this Apprenticeship Program.

(1) Definitions

(a) "Apprenticeable trade", HRS Section 103-55.6 (c), shall have the same meaning as 'apprenticeable occupation' pursuant to Hawaii Administrative Rules (HAR) Section 30-1-5.

(b) "Department" means the department of labor and industrial relations.

(c) "Director" means the director of labor and industrial relations.

(d) "Employ" means the employment of a person in an employer-employee relations.

(e) "Governmental body" means as defined in HRS Section 103D-104.

(f) "Party to an apprenticeship agreement" means party to a registered apprenticeship program with the department of labor and industrial relations.

(g) "Preference" means the 5% by which the qualified bidder's offer amount would be decreased for evaluation purposes.

(h) "Public work" shall be as defined in HRS Section 104-2 and HAR Section 12-22-1.

(i) "Registered apprenticeship program" means a construction trade program approved by the department pursuant to HAR Section 12-30-1 and Section 12-30-4.

(j) "Sponsor" means an operator of an apprenticeship

program and in whose name the program is approved and registered with the department of labor and industrial relations pursuant to HAR Section 12-30-1.

(k) Offeror – Entity/bidder submitting a proposal to undertake a project.

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

(2) Qualification Procedures

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

1. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.

2. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.

3. The bidder is not required to have apprentices in its employ at the time of submittal of an offer to qualify for the preference.

(b) The department shall:

1. Develop and maintain a list of construction trades in registered apprenticeship programs which conform to HRS Chapter 372; and

2. Electronically post the list, including any amendments, on the department website (http://labor.hawaii.gov).

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

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

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

1. Contractor information;

2. Solicitation reference;

3. Trade(s);

4. Date and name of apprenticeship program;

5. Signature of authorized training coordinator or training trust fund administrator certifying that the contractor is a participant in the program, and that the program is registered with the department;

6. Contract information for sponsor's authorized representative signing the form;

7. Number of apprentices enrolled in the program, number who successfully completed the apprenticeship program in the past 12 months, including whether the contractor is signatory to a collective bargaining agreement for that trade, or if not, provide for attachment of a copy of the agreement between the contractor and the program.

(3) Solicitation Procedures.

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

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

1. Allow bidder seeking to claim the preference to state the trades the bidder will employ to perform the work;

2. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *Certification Form 1* verifying participation in an apprenticeship program registered with the department;

3. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the department's list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and

4. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. Previous certifications shall not apply unless allowed by the solicitation.

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

(4) Evaluation and Contract Award

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

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

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

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

(5) Contract Administration

(a) For the duration of a contract awarded utilizing the apprenticeship preference, the contractor shall certify each month that work is being conducted on the project, that it

continues to be a participant in the relevant apprenticeship program for each trade it employs.

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

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

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

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

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

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

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

(C) Preference for Recycled Products. Recycled Products shall not apply to this project.

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

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

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

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

END OF SECTION 102

Make this section a part of the Standard Specifications:

"SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals. The Department will compare the proposals in terms of the summation of the products of the approximate quantities and the unit bid prices after the submittal date and time established in HIePRO. If a discrepancy occurs between the unit bid price and the bid price, the unit bid price shall govern.

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

103.02 Award of Contract. The award of contract, if it be awarded, will be made within 60 calendar days after the opening of bids, to the lowest responsible and responsive bidder whose bid meets all the requirements and criteria set forth in the invitation for bids. (Through HIePRO). The successful bidder will be notified by letter mailed to the address shown in its proposal, that its proposal has been accepted, and that it has been awarded the contract.

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

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

(A) Tax Clearance. Pursuant to HRS Sections 103D-310(c), 103-53 and 103D-328, the successful bidder shall be required to submit a certified copy of its tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its compliance with HRS Chapter 237. A tax clearance is valid for six (6) months from the most recent approval stamp date on the tax clearance and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date.

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

https://tax.hawaii.gov/

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

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

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

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

http://labor.hawaii.gov/

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

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

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

(C) DCCA Certificate of Good Standing. Pursuant to HRS Section 103D-310(c), the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) to demonstrate that it is either:

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

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

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

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

http://cca.hawaii.gov/

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

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

https://vendors.ehawaii.gov/hce/

This contract to be awarded is required a requirement contract, as the guardrail repairs and replacement by the Contractor will be made on an "as-needed" basis during the 12-month contract period. The State gives no assurance as to the number of services it will purchase.

The bidder must maintain an office of the Island of Maui to be awarded the contract.

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

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

103.05 Requirement of Contract 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 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 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.

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

Proposal	Security Amount
Area 1	$125,000.00
Area 2	$125,000.00
Area 3	$125,000.00
Area 4	$125,000.00

The State and the Contractor may mutually agree to an adjustment of the bond amount as the scope of work is completed or as negotiated in each work order under the performance of this contract. If the work order amount exceeds the amount, the State may require additional bonds per work order.

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

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

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

END OF SECTION 103

SECTION 104 – SCOPE OF WORK

Make the following amendment to said Section:

(I) Amend **Section 104.01 – Intent of Contract, Duty of Contractor** by adding the following after line 10:

"This contract covers only immediate guardrail repairs and replacement required to maintain the public roadways in as safe and usable condition at all times. Such guardrail repair and replacement work shall not include any new (initial) guardrail installations at any location of the roadways.

The Contractor will be required to respond with a schedule to request within 48 hours and to begin work within 1 month after notification unless otherwise approved by the Engineer. Notification can be by email, phone, or text.

Repair or replacement of guardrail will be made through purchase orders place with the Contractor during the contract period for which payment will be based on the quantities placed and the unit bid prices in the proposal schedule which prices shall include payment for all materials, equipment, tools, labor, and incidentals necessary to complete the guardrail repair and replacement work.

The Contractor shall repair or replace damaged guardrail as requested by the Department from time to time during the term of the contract. Payment will be made for the actual work completed as provided for in the contract documents."

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

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

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

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

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

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

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

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

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

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

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

A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in Subsections

104.06(1) through 104.06(7) shall be issued within ten days after agreement on the method of adjustment."

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

"**(4)** The Contractor shall contact the Hawaii One Call Center at 811 prior to any execution in a public right of way or on private property."

(IV) Amend **Subsection 104 - Scope of Work** by adding the following after line 318:

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

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

Payment for services will be made by purchase order."

END OF SECTION 104

SECTION 105 – CONTROL OF WORK

Make the following amendments to said Section:

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

"**105.01 Authority.**

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

(1) Interpretation of the contract documents.

(2) Acceptability of the materials furnished and work performed.

(3) Manner of performance and rate of progress of the work.

(4) Acceptable fulfillment of the contract on the part of the Contractor.

(5) Compensation under the contract.

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

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

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

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

(C) Authority of the Consultant and Construction Management. The State may engage consultants and construction managements to perform duties in connection with the work. Unless otherwise specified in writing to the Contractor, such retained consultants and construction managements shall have no greater authority than an Inspector."

(II) Amend **Subsection 105.02 - Submittals** by revising the first paragraph from lines 52 to 61 to read as follows:

"**105.02 Submittals.** The contract contains the description of various items that the Contractor must submit to the Engineer for review and acceptance. The Contractor shall review all submittals for correctness, conformance with the requirements of the contract documents and completeness before submitting them to the Engineer. The submittal shall indicate the contract items and specifications subsections for which the submittal is provided. The submittal shall be legible and clearly indicate what portion of the submittal is being submitted for review. The Contractor shall provide six copies of the required submissions at the earliest possible date."

(III) Amend **Subsection 105.08 (A) - Furnishing Drawings and Special Provisions** to read as follows:

"**(A) Furnishing Drawings and Special Provisions.** The State will furnish the Contractor an electronic set of the special provisions and plans." The Contractor shall have and maintain at least one set of plans and specifications on the work site, at all times.

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

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

(V) Amend **105.16(A) – Subcontract Requirements** by adding the following paragraph after line 483:

The 'Specialty Items' of work for this project are as follows:

Section No.	Description
606	All Contract Items under Section 606 - Guardrail
645	All Contract Items under Section 645 – Work Zone Traffic Control
693	All Contract Items under Section 693 – Terminal Impact Attenuator”

(VI) Amend **Subsection 105.16(B) – Substituting Subcontractors** from line 487 to line 494 to read:

“(B) Substituting Subcontractors. Under HRS Chapter 103D-302, the Contractor is required to list the names of persons or firms to be engaged by the Contractor as a subcontractor or joint contractor in the performance of the contract. No subcontractor may be added or deleted, unless authorized by the Engineer.”

END OF SECTION 105

SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS

Make the following amendment to said Section:

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

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

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

"**106.11 Steel and Iron Construction Material.** (Not Applicable)"

END OF SECTION 106

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Make the following amendments to said Section:

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

> **"(A) Obligation of Contractor.** Contractor shall not commence any work until it obtains, at its own expense, all required insurance described herein. Such insurance shall be provided by an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii. Coverage by a "Non-Admitted" carrier is permissible provided the carrier has a Best's Rating of "A-VII" or better. The Contractor shall maintain and ensure all insurance policies are current for the full period of the contract until final acceptance of the work by the State.
>
> The Certificate of Insurance shall contain: a clause that it is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy; and shall be accompanied by endorsement form CG2010 or equivalent naming the State as an additional insured to the policy which status shall be maintained for the full period of the contract until final acceptance of the work by State.
>
> The Contractor shall obtain all required insurance as part of the contract price. Where there is a requirement for the State of Hawaii and its officers and employees to be named as additional insureds under any Contractor's insurance policy, before the State of Hawaii issues the Notice to Proceed, the Contractor shall obtain and submit to the Engineer a Certificate of Insurance and a written policy endorsement that confirms the State of Hawaii and its officers and employees are additional insureds for the specific State project number and project title under such insurance policies. The written policy endorsement must be issued by the insurance company insuring the Contractor for the specified policy type or by an agent of such insurance company who is vested with the authority to issue a written policy endorsement. The insurer's agent shall also submit written confirmation of such authority to bind the insurer. Any delays in the issuance of the Notice to Proceed attributed to the failure to obtain the proof of the State of Hawaii and its officers and employees' additional insured status shall be charged to the Contractor.
>
> A mere Certificate of Insurance issued by a broker who represents the Contractor (but not the Contractor's insurer), or by any other party who is not authorized to contractually name the State as an additional insured

under the Contractor's insurance policy, is not sufficient to meet the Contractor's insurance obligations.

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

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

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

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

(B) Types of Insurance. Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

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

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

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

(a) Products - Completed/Operations Aggregate,

(b) Personal & Advertising Injury, and

(c) Bodily Injury & Property Damage

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

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

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

“107.18 Citizen and Residential Labor Force.

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

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

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

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

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

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

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

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

This Section shall not apply when its application will disqualify the State from receiving federal funds or aid."

END OF SECTION 107

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

"SECTION 108 – PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

(1) List of the Superintendent and other Supervisory Personnel, and their contact information.

(2) Name of person(s) authorized to sign for the Contractor.

(3) Work Schedule including hours of operation.

(4) Initial Progress Schedule (See Subsection 108.06 – Progress Schedule).

(5) Water Pollution and Siltation Control Submittals, including Site-Specific Best Management Practice Plan.

(6) Solid Waste Disposal form.

(7) Tax Rates.

(8) Insurance Rates.

(9) Certificate of Insurance, satisfactory to the Engineer, indicating that the Contractor has in place all insurance coverage required by the contract documents.

(10) Schedule of agreed prices.

(11) List of suppliers.

(12) Traffic Control Plan, if applicable.

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

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

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

108.05 Contract Time.

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

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

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

(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:

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.

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.

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

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

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

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

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

108.06 Progress Schedules.

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

Schedule submittals shall be as follows:

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

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

conditions that may influence the progress of the work, schedules, and coordination required by any utility, off or on site fabrications, and other pertinent factors that relate to progress;

(b) All features listed or not listed in the contract documents that the Contractor considers a controlling factor for the timely completion of the contract work.

(c) The time span and sequence of the activities or events for each feature, and its interrelationship and interdependencies in time and logic to other features in order to complete the project.

(d) The total anticipated time necessary to complete work required by the contract.

(e) A chronological listing of critical intermediate dates or time periods for features or milestones or phases that can affect timely completion of the project.

(f) Major activities related to the location on the project.

(g) Non-construction activities, such as submittal and acceptance periods for shop drawings and material, procurement, testing, fabrication, mobilization, and demobilization or order dates of long lead material.

(h) Set schedule logic for out of sequence activities to retain logic. In addition, open ends shall be non-critical.

(i) Show target bars for all activities.

(j) Vertical and horizontal sight lines both major and minor shall be used as well as a separator line between groups. The Engineer will determine frequency and style.

(k) The file name, print date, revision number, data and project title and number shall be included in the title block.

(l) Have columns with the appropriate data in them for activity ID, description, original duration, remaining duration, early start, early finish, total float, percent complete, resources. The resource column shall list who is responsible for the work to be done in the activity. These columns shall be to the left of the bar chart.

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

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

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

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

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

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

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

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

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

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

(j) Incorporate all physical access and availability restraints.

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

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

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

(1) Four sets of the TSLD schedule.

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

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

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

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

(a) Has a duration longer than five days.

(b) Is a milestone activity.

(c) Is a contract item that exceeds $10,000 on the contract cost proposal.

(d) Is a critical path activity.

(e) Is an activity designated as such by the Engineer.

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

(a) Quantity, type, make, and model of equipment.

(b) The manpower to do the work, specifying worker classification.

(c) The production rate per eight hour day, or the working hours established by the contract documents needed to meet the time indicated on the schedule. If the production rate is not for eight hours, the number of working hours shall be indicated.

(6) Two sets of color time-scaled project evaluation and review technique charts ("PERT") using the activity box template of Logic – Early Start or such other template designated by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The duration of all events and delays.

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

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

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

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

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

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of $1,000.00 per working day.

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

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

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

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

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

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

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

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

108.10 Suspension of Work.

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

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

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

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

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

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

(b) Carry out orders given by the Engineer.

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

(d) Provide adequate supervision on the jobsite.

(5) The convenience of the State.

(B) Partial and Total Suspension. Suspension of work on some but not all items of work shall be considered a "partial suspension". Suspension of work on all items shall be considered "total suspension". The period of suspension shall be computed from the date set out in the written order for work to cease until the date of the order for work to resume.

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

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

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

(1) For weather related conditions.

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

(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.

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

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

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

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

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

108.12 Termination For Convenience.

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

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

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

(1) Any completed work.

(2) Any partially completed construction, goods, materials, parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction material") that the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

(3) The Contractor shall protect and preserve all property in the possession of the Contractor in which the State has an interest. If the Engineer does not elect to retain any such property, the Contractor shall use its best efforts to sell such property and construction materials for the State's account in accordance with the standards of HRS Chapter 490:2-706.

(D) Compensation.

(1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by HAR Subchapter 15, Chapter 3-122. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Engineer may pay the Contractor, if at all, an amount set in accordance with Subsection 108.12(D)(3).

(2) The Engineer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of construction, supplies, and construction materials under Subsection 108.12(C)(3), and the proportionate contract price of the work not terminated.

(3) Absent complete agreement, the Engineer will pay the Contractor the following amounts less any payments previously made under the contract:

(a) The cost of all contract work performed prior to the effective date of the notice of termination work plus a 5 percent markup on the actual direct costs, including amounts paid to subcontractor, less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall

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

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

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

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

108.13 Pre-Final and Final Inspections.

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

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

(1) All written guarantees required by the contract.

(2) Two accepted final field-posted drawings as specified in Section 648 – Field-Posted Drawings;

(3) Complete weekly certified payroll records for the Contractor and Subcontractors.

(4) Certificate of Plumbing and Electrical Inspection.

(5) Certificate of building occupancy as required.

(6) Certificate of Soil and Wood Treatments.

(7) Certificate of Water System Chlorination.

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

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

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

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

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

The Engineer will then make a preliminary determination as to whether or not the project is substantially complete and ready for pre-final inspection. The Engineer may, in writing, postpone until after the pre-final inspection the Contractor's submittal of any of the items listed in Subsection 108.13(B) – Pre-Final Inspection, herein, if in the Engineer's discretion it is in the interest of the State to do so.

If, in the opinion of the Engineer, the project is not substantially complete, the Engineer will provide the Contractor a punchlist of specific deficiencies in writing which must be corrected or finished before the work will be ready for a pre-final inspection. The Engineer may add to or otherwise modify this punchlist from time to time. The Contractor shall take immediate action to correct the deficiencies and must repeat all steps described above including written notification that the work is ready for pre-final inspection.

After the Engineer is satisfied that the project appears substantially complete a final inspection shall be scheduled within ten working days after receipt of the Contractor's latest letter of notification that the project is ready for final inspection.

If, as a result of the pre-final inspection, the Engineer determines the work is not substantially complete, the Engineer will inform the Contractor in writing as to specific deficiencies which must be corrected before the work will be ready for another pre-final inspection. If the Engineer finds the work is substantially complete but finds deficiencies that must be corrected before the work is ready for final inspection, the Engineer will prepare in writing and deliver to the Contractor a punchlist describing such deficiencies.

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

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

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

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

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

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

108.14 Substantial Completion and Final Acceptance.

(A) Substantial Completion. When the Engineer finds that the Contractor has satisfactorily completed all work for the project in compliance with the contract, with the exception of the planting period and the plant establishment period, the Engineer will notify the Contractor, in writing, of the project's substantial completion, effective as of the date of the final inspection. The substantial completion date shall determine end of contract time and relieve contractor of any additional accumulation of liquidated damages for failure to complete the punchlist.

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

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

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

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

108.17 Guarantee of Work.

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

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

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

(b) Repair or replace to new or pre-existing condition any damages resulting from such defective materials, equipment or installation thereof.

(3) The State will be entitled to the benefit of all manufacturers and installers warranties that extend beyond the terms of the Contractor's guaranty regardless of whether or not such extended warranty is required by the contract documents. The Contractor shall prepare and submit all documents required by the providers of such warranties to make them effective, and submit copies of such documents to the Engineer. If an available extended warranty cannot be transferred or assigned to the State as the ultimate user, the Contractor shall notify the Engineer who may direct that the warranted items be acquired in the name of the State as purchaser.

(4) If a defect is discovered during a guarantee period, all repairs and corrections to the defective items when corrected shall be guaranteed for a new duration equal to the original full guarantee period. The running of the guarantee period shall be suspended for all other work affected by any defect. The guarantee period for all other work affected by any such defect shall restart for its remaining duration upon confirmation by the Engineer that the deficiencies have been repaired or remedied.

(5) Nothing in this section is intended to limit or affect the State's rights and remedies arising from the discovery of latent defects in the work after the expiration of any guarantee period.

108.18 No Waiver of Legal Rights. The following will not operate or be considered as a waiver of any portion of the contract, or any power herein reserved, or any right to damages provided herein or by law:

(1) Any payment for, or acceptance of, the whole or any part of the work.

(2) Any extension of time.

(3) Any possession taken by the Engineer.

A waiver of any notice requirement or of any noncompliance with the contract will not be held to be a waiver of any other notice requirement or any other noncompliance with the contract.

108.19 Final Settlement of Contract.

(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 109 - MEASUREMENT AND PAYMENT

Make the following amendment to said Section:

(I) Amend **Subsection 109.05 Allowances for Overhead and Profit** by revising lines 101 to 110 to read as follows:

"**(1)** 20 percent of the direct cost for any work performed by the Contractor's own labor force.

(2) 20 percent of the direct cost for any work performed by each subcontractor's own labor force.

(3) For the Contractor or any subcontractor for work performed by their respective subcontractor or tier subcontractor, 10 percent of the amount due to the performing subcontractor or tier subcontractor."

(II) Amend **109.08(A) Monthly Payment** by adding the following after line 411:

"**(1) Retainage.** If the Engineer finds that the Contractor is progressing satisfactorily in completing the project work and:

a. Less than 50% of the whole contract cost is complete, the Engineer shall retain 5% of the value of the work done until the Engineer makes final payment;

b. More than 50% of the whole contract cost is complete, the Engineer may make the remaining progress payments in full.

c. After satisfactory completion of work other than landscaping items, the Engineer may adjust the amount of retainage to 15% of the landscaping items or 2½% of the total contract amount whichever is less. Do not use this subsection if the contract is only landscaping."

(III) Amend **Subsection 109.08(B) Payment for Material On Hand** by revising lines 421 to 423 to read as follows:

"**(2)** The materials shall be stored and handled in accordance with Subsection 105.14 – Storage and Handling of Materials and Equipment."

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

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

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

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

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

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

END OF SECTION 109

Make this Section a part of the Standard Specifications:

"SECTION 110 – GUARDRAIL REPAIRS AND REPLACEMENT AT VARIOUS LOCATIONS

110.01 Scope of Work. The work shall consist of furnishing all labor, necessary equipment, materials and traffic control, to repair and replace guardrail on the Island of Maui as requested. Guardrail repairs involve repairing of the rails, posts, spacer blocks, terminal sections (gating and non-gating systems) impact attenuator systems, and replacement of sub-standard terminal sections.

The Contractor must ensure that the replacements involving the rails, posts, spacer blocks, terminal sections (gating and non-gating systems) impact attenuator systems, and sub-standard terminal sections, are conducted using the most recent models and updated versions of the guardrail assets available by the manufacturer.

The Contractor must ensure that the guardrail repairs occurring at a particular segments or lengths must contain guardrail assets (rails, posts, spacer blocks, terminal sections (gating and non-gating systems) impact attenuator systems, and sub-standard terminal sections), must all be of the same manufacturer.

All work shall be performed in a professional manner in accordance with current practices and this document. All guardrail parts and debris shall be removed daily at all locations. See Subsection 110.03 – Area of Coverage.

The Contractor shall work as directed by the Engineer or by the Highways Division's Maui District Maintenance Superintendent. The Contractor, as per Subsection 110.04 – Safety and Convenience, shall provide traffic control and its cost shall be inclusive of pavement marking and rumble strip work cost.

The Contractor shall have performed similar work for at least two years prior to bid date. Failure to meet this requirement shall be cause of disqualification.

110.02 Contract Period and Option to Extend. The period of the contract shall be for 12 months commencing from the date indicated in the "Notice to Proceed" from the Department. There is an option to extend for four additional 12-month periods, without re-bidding, upon mutual agreement in writing prior to the contract expiration date, provided the initial bid price remains the same. The maximum contract period is 60 months.

Failure by the Contractor to execute the amendment to extend the contract within the number of days specified under Section 103.07 – Failure to Execute Contract may be cause for cancellation of the written agreement to extend the contract and may be subject to disqualification from bidding future

projects for a 2-year period in accordance with Section 102.12 – Disqualification of Bidders.

110.03 Area of Coverage. The project requires the Contractor to repair guardrails anywhere along State Highways on the Island of Maui. Work shall be along the corresponding routes as shown on the attached map of the Island of Maui (Figure 1).

(A) Area 1 (Central):

Route 30, Honoapiilani Highway, Main Street to Pali Tunnel
Route 31, Piilani Highway
Route 32, Kaahumanu Avenue
Route 36, Hana Highway, Kaahumanu Avenue to Kaupakalua Road
Route 36A, Haleakala Highway and Keolani Place
Route 37, Haleakala Highway, Hana Highway to Kula Highway
Route 310, North Kihei Road
Route 311, Maui Veterans Highway
Route 340, Kahekili Highway
Route 380, Dairy Road and Kuihelani Highway
Route 3400, Kahului Beach Road and Waiehu Beach Road
Route 3500, Puunene Avenue
Route 3800, Mayor Elmer F. Cravalho Way (formerly Airport Access Road)

(B) Area 2 (Upcountry):

Route 37, Kula Highway, Haleakala Highway to Milepost 21.39
Route 377, Haleakala Highway and Kekaulike Avenue
Route 378, Haleakala Crater Road

(C) Area 3 (Lahaina):

Route 30, Honoapiilani Highway, Pali Tunnel to M.P. 41.67
Route 3000, Lahaina Bypass Road

(D) Area 4 (Hana):

Route 360, Hana Highway, Kaupakalua Road to Hana Bay

110.04 Safety and Convenience. The Contractor shall at all times conduct high work to assure the least possible obstruction to public traffic. The safety and convenience of the general public and the protection of persons and property is of utmost importance, and the Contractor shall provide appropriate traffic control and safety measures. The Contractor and his employees shall treat members of the public in a fair and polite manner. Workers shall present a professional appearance and conduct themselves in a professional manner at all times.

All Traffic Control and safety measures shall be done in conformance with the "Administrative Rules of Hawaii Governing the Use of Traffic Control Devices at Work Sites on or adjacent to the Public Streets and Highways" adopted by the Director of Transportation, and the current U.S. Federal Highway Administration "Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. Costs for traffic control shall include set-up and removal of all signs, cones, delineators, barricades, flag persons, police officers, arrow boards, etc., and shall be included in the guardrail proposal price. See Section 645 – Work Zone Traffic Control.

Do not close traffic lanes or slow down traffic during the following peak hours (unless otherwise approved by the Engineer):

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

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

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

The Contractor shall remove debris daily and shall leave the work site in a condition equal to or cleaner than prior to commencing work. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract. No section of incomplete guardrail shall be left unshielded at the end of each workday.

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

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

110.07 Work Orders. Prepare a work order (Figure 2) for each guardrail repair or group of guardrail repair in the same location. The work order shall also include the construction time schedule. At certain work sites, erosion control plans or BMP plans will be requested by the Engineer. Submit the work order for approval to the Highways Division Maui District Maintenance

Superintendent, Maui District Office, 650 Palapala Drive, Kahului, Hawaii 96732. Work shall not be performed unless the Contractor receives an approved work order. The Engineer or his representative shall authorize any increases in total price.

110.08 Basis of Payment. Payment shall be made by purchase order. The Contractor shall submit monthly invoices to the Maui District Office, 650 Palapala Drive, Kahului, Hawaii 96732, if services are rendered. (See Subsection 109.08 – Progress Payments)".

END OF SECTION 110

SECTION 606 – GUARDRAIL

Make the following amendment to said Section:

(I) Amend **606.04 - Measurement** by replacing lines 116 to 118 to read:

"**606.04 Measurement.** The Engineer will measure guardrail per linear foot in accordance with the contract documents.

The Engineer will measure from center to center of end posts. If the Contractor makes end connections to masonry or steel structures, the Engineer will measure to the face of such structures.

The Engineer will measure rigid barrier type guardrail per linear foot from end to end of the type specified.

The Engineer will measure spacer block, post, anchor block assembly, terminal section, end section, transition section and end-anchorage system as units of each kind."

(II) Amend **606.05 – Payment** by revising lines 120 to 138 to read as follows:

"**606.05 Payment.** The Engineer will pay for the accepted guardrail, post and spacer block at the contract unit price per pay unit, as shown in the proposal schedule. The price includes the full compensation for removing existing guardrails and posts; filling of post holes; grading and compacting the shoulder area; installing physical barrier; furnishing and installing the guardrails; and furnishing labor, materials, tools, equipment, and incidentals necessary to complete the work.

The Engineer will pay for the accepted anchor block assembly, terminal section, end section, transition section, and end-anchorage system at the contract unit price per each complete in place. The price includes full compensation for removing existing guardrails and posts; filling of post holes; grading and compacting the shoulder area; installing physical barrier; furnishing and installing the anchor block assembly, terminal section, end section, transition section, and end-anchorage system; and furnishing labor, materials, tools, equipment, and incidentals necessary to complete the work. All ancillary hardware necessary for a complete installation are to be included with the unit price.

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

Pay Item	**Pay Unit**
W-Beam Guardrail ____	Linear Foot

Midwest Guardrail System ____	Linear Foot
Thrie Beam Guardrail ____	Linear Foot
Spacer Block for ____	Each
Modified Spacer Block for ____	Each
6-Foot W6x8.5 Post for Guardrail ____	Each
6.5-Foot W6x8.5 Post for Guardrail ____	Each
6.75-Foot W6x8.5 Post for Guardrail ____	Each
8-Foot W6x8.5 Post for Guardrail ____	Each
6-Foot W6x8.5 Post Thrie Beam Guardrail ____	Each
6.5-Foot W6x8.5 Post Thrie Beam Guardrail ____	Each
6.75-Foot W6x8.5 Post Thrie Beam Guardrail ____	Each
8-Foot W6x8.5 Post Thrie Beam Guardrail ____	Each
Deck-Mounted Bridge Post _____	Each
Type ____ Anchor Block Assembly	Each
Terminal Section – ____	Each
W-Beam End Section (Rounded RWE03a)	Each
Thrie Beam to W-Beam Transition ____ Section	Each
Trailing End-Anchorage System	Each”

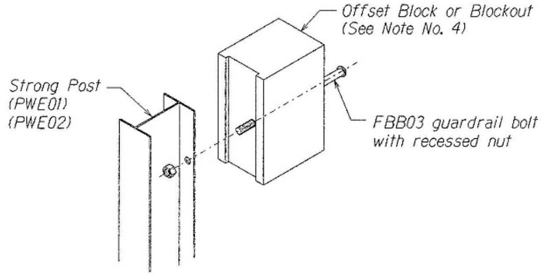
END OF SECTION 606

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				

GENERAL NOTES

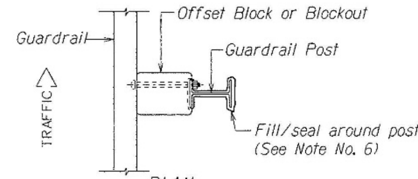
1. All hardware, posts and fasteners shall be hot-dip zinc coated galvanized after fabrication. No punching, drilling or cutting will be permitted after galvanizing.
2. Where conditions require, special post lengths in increments of 6 inches may be specified by the Engineer.
3. All fasteners, posts, and rail elements (i.e. FBB03, PWE01, RWM04b, etc.) shall conform to the latest edition and amendments of "A Guide to Standardized Highway Barrier Rail Hardware", a report prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Subcommittee On New Highway Materials, Task Force 13 Report. Dimensions of fastners, posts and rail elements have been converted from metric units into their present form.
4. The Blockout or Offset Block shall be approved by the State.
5. All new guardrail systems (system consists of total length of guardrail including both end treatments) shall include the Additional Paved Area.
6. After the guardrail posts are installed in the paved area, the Contractor shall fill/seal around each guardrail post and all cracks in the paved area caused during the guardrail post installation. If required by the inspector/engineer, the Contractor shall tamper the paved area around the guardrail post prior to filling/sealing. All costs associated with this work shall not be paid for separately, but shall be considered incidental to the various guardrail items.
7. When standards for the fill slope area cannot be met, a site specific, engineer approved design may be used.
8. Minimum working width (clear distance) between back of MGS post to any fixed object is 4'-1" (49").
9. New Hot Mix Asphalt (HMA) pavement at guardrails shall extend 6 feet longitudinally beyond terminal ends.
10. Reflector Markers (RM-5) mounted on guardrails shall be spaced every 25 feet. RM-5's shall not be installed on Terminal Sections. Furnishing and installing of each RM-5 shall be considered incidental to the guardrail system.

GUARDRAIL TYPE	DIMENSION	
	H	A
MGS w/ Standard 8" Offset Block	2'-1"	1'-6"
MGS w/ No Blockout	2'-7/8"	9 1/4"

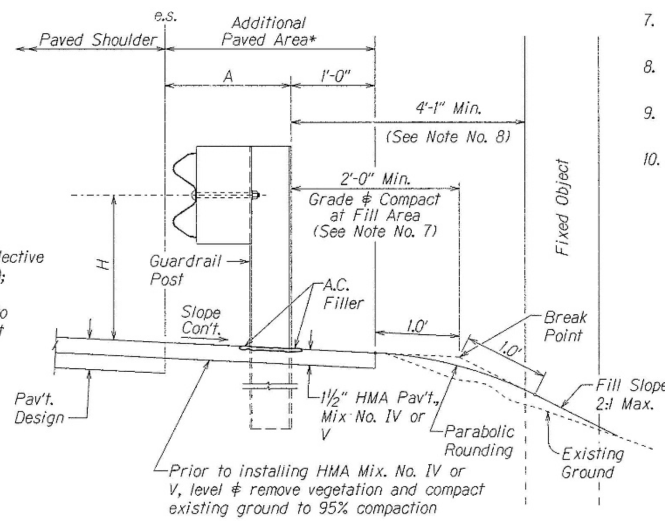


Exploded View
(Rail and washer not shown)

STEEL POST AND BLOCK DETAIL

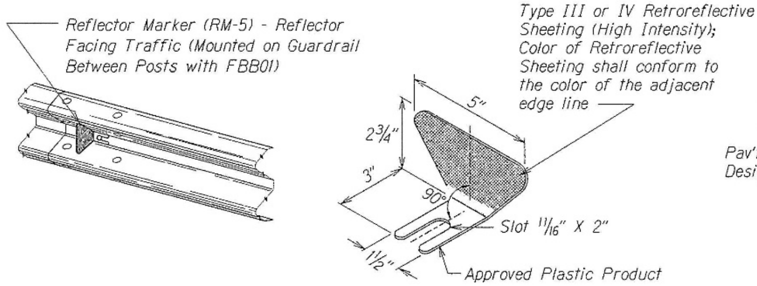


PLAN



ELEVATION

TYPICAL GUARDRAIL INSTALLATION



REFLECTOR MARKER (RM-5) DETAIL AND TYPICAL INSTALLATION

REDUCED PLAN
(HALF SIZE)
0 1 2 3
3 INCHES OF ORIGINAL PLAN

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

GUARDRAIL DETAILS & NOTES

HWY-M-05-23M
606-3a

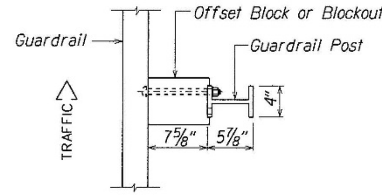
Scale: NTS Date: XX, 20XX

SHEET No. X OF X SHEETS

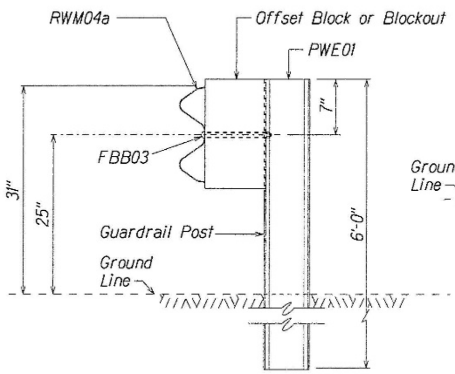
ORIGINAL PLAN | SURVEY / PLOTTED BY / DRAWN BY / TRACED BY / DESIGNED BY / QUANTITIES BY / CHECKED BY | NOTE BOOK | No. | DATE

r05/03/18 Dwstr2/Errost/standards/Traffic Guardrail Standards/archive/nil_ta5Orev.dgn

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				

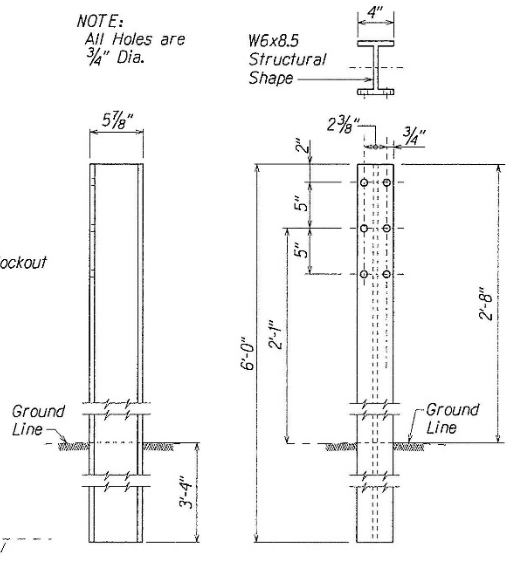


PLAN



SECTION A-A

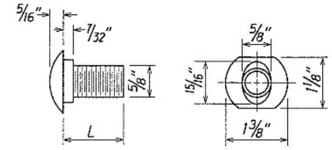
NOTE:
All Holes are ¾" Dia.



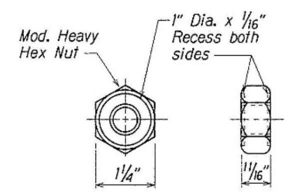
SIDE

FRONT

WIDE-FLANGED GUARDRAIL POST (PWE01)

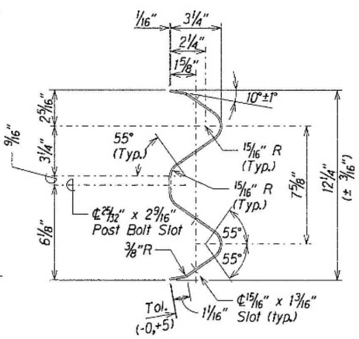


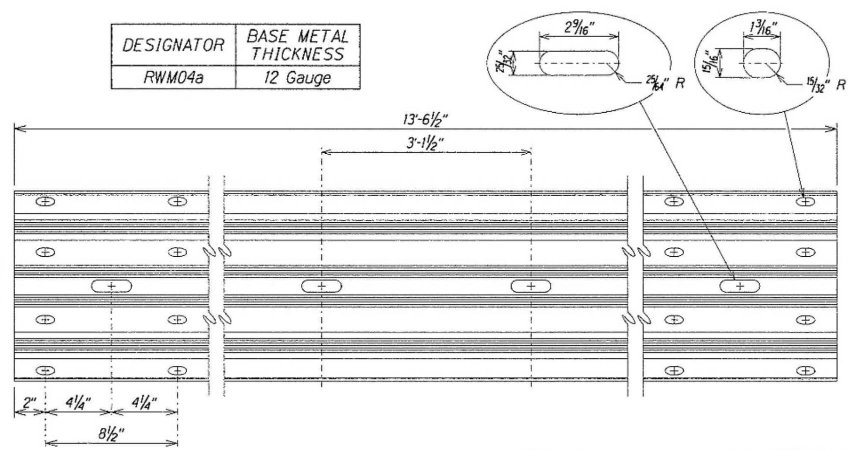
DESIGNATOR	L
FBB01	1⅜"
FBB02	2"
FBB03	10"



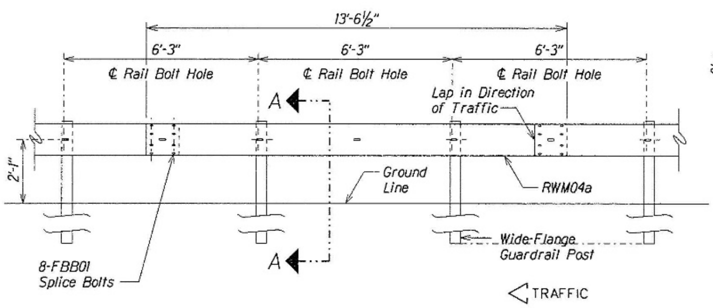
GUARDRAIL BOLTS AND RECESSED NUT

DESIGNATOR	BASE METAL THICKNESS
RWM04a	12 Gauge





4 SPACE W-BEAM GUARDRAIL (RWM04a)



ELEVATION

MIDWEST GUARDRAIL SYSTEM WITH STANDARD 8" OFFSET BLOCK (SGR47)

REDUCED PLAN
(HALF SIZE)
0 1 2 3
3 INCHES OF ORIGINAL PLAN

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

31" W-BEAM GUARDRAIL WITH STANDARD 8" OFFSET BLOCK

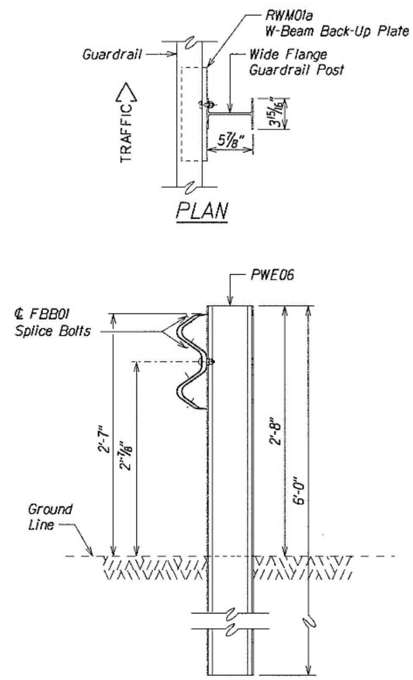
HWY-M-05-23M

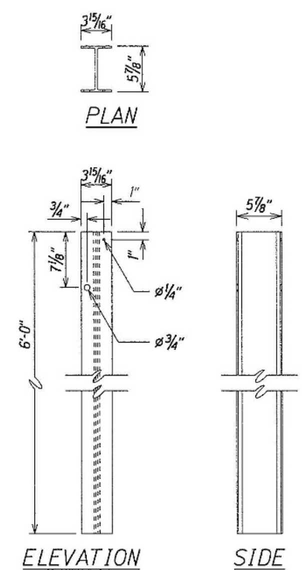
606-4a

Scale: NTS
Date: XX, 20XX

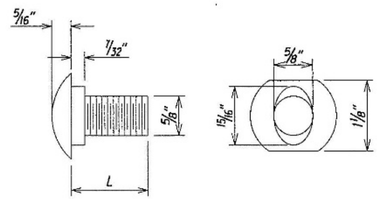
SHEET No. x OF x SHEETS

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				

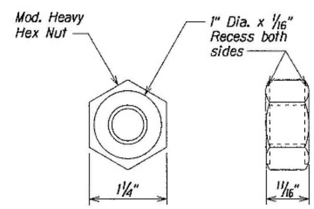




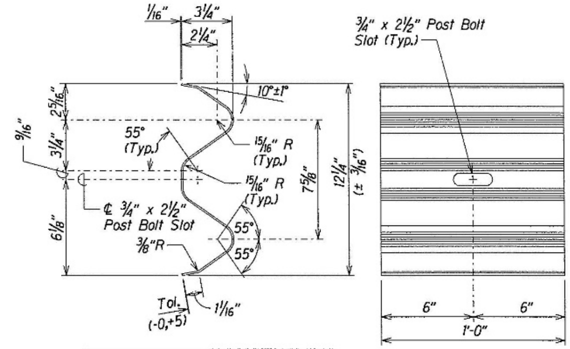
WIDE-FLANGE GUARDRAIL POST (PWE06)



DESIGNATOR	L
FBB01	1⅜"
FBB02	2"

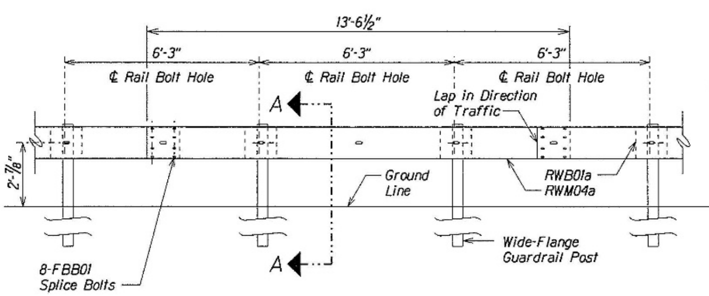


GUARDRAIL BOLTS AND RECESSED NUT

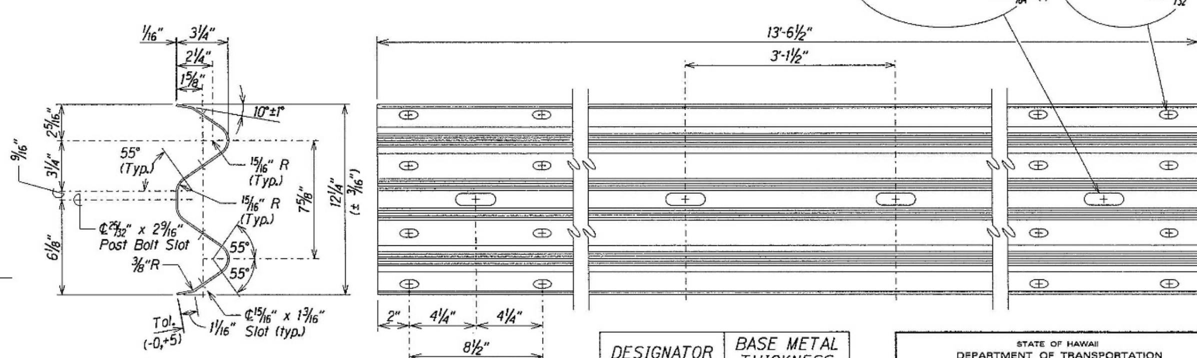


DESIGNATOR	BASE METAL THICKNESS
RWM01a	12 Gauge

W-BEAM BACK-UP PLATE (RWM01a)



MIDWEST GUARDRAIL SYSTEM WITH NO BLOCKOUTS (SGR41)



DESIGNATOR	BASE METAL THICKNESS
RWM04a	12 Gauge

4 SPACE W-BEAM GUARDRAIL (RWM04a)

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

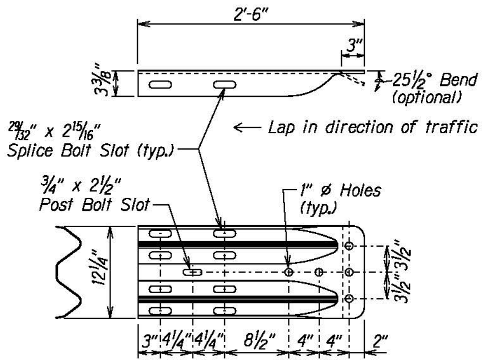
MIDWEST GUARDRAIL SYSTEM WITH NO BLOCKOUTS

HWY-M-05-23M
606-5a

Scale: NTS   Date: XX, 20XX

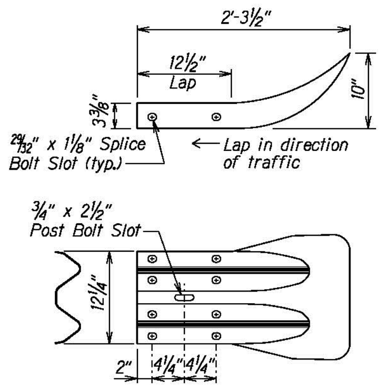
SHEET No. X OF X SHEETS

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				



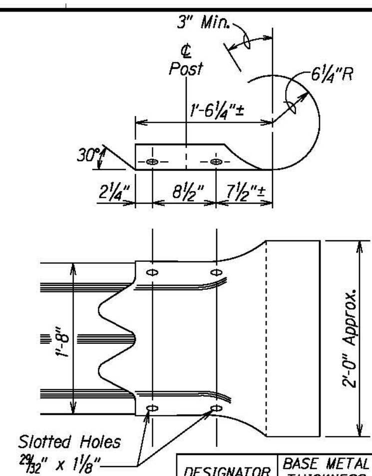
DESIGNATOR	BASE METAL THICKNESS
RWE02b	10 Gauge

W-BEAM TERMINAL CONNECTOR (RWE02b)



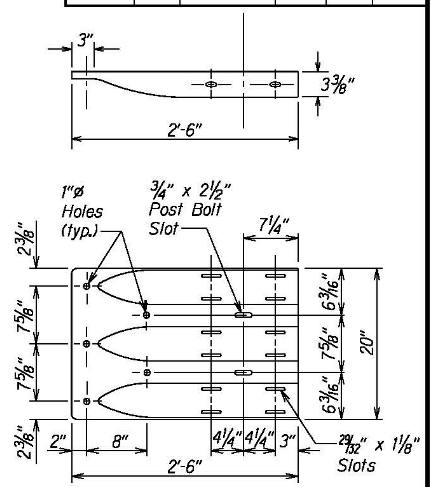
DESIGNATOR	BASE METAL THICKNESS
RWE01a	12 Gauge

W-BEAM END SECTION (FLARED RWE01a)



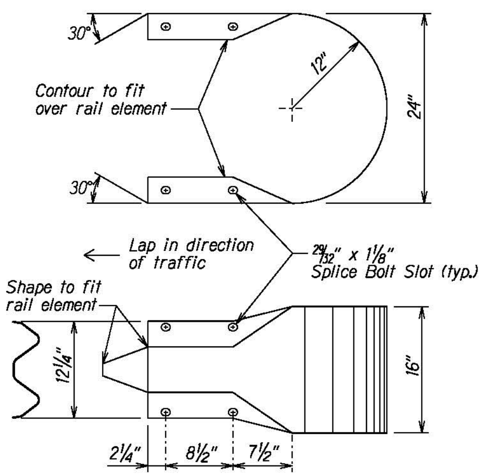
DESIGNATOR	BASE METAL THICKNESS
RTE02b	10 Gauge

THRIE-BEAM SECTION (ROUNDED) (RTE02b)



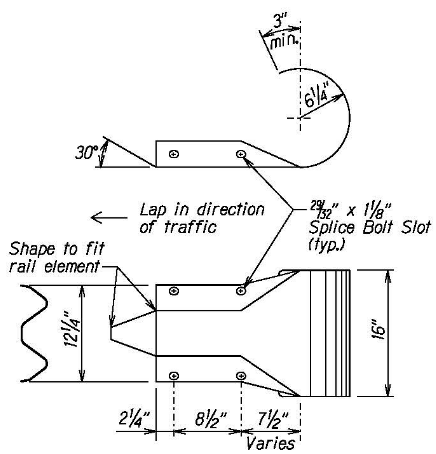
DESIGNATOR	BASE METAL THICKNESS
RTE01b	10 Gauge

THRIE-BEAM TERMINAL CONNECTOR (RTE01b)



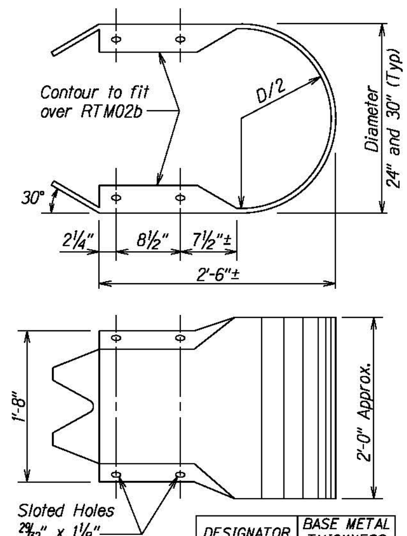
DESIGNATOR	BASE METAL THICKNESS
RWE06a	12 Gauge

W-BEAM END SECTION (BUFFER RWE06a)



DESIGNATOR	BASE METAL THICKNESS
RWE03a	12 Gauge

W-BEAM END SECTION (ROUNDED RWE03a)



DESIGNATOR	BASE METAL THICKNESS
RTE03b & RTE04b	10 Gauge

THRIE-BEAM END SECTION (BUFFER RTE03b or RTE04b)

REDUCED PLAN (HALF SIZE)
0 1 2 3
3 INCHES OF ORIGINAL PLAN

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

GUARDRAIL TERMINAL CONNECTORS AND END SECTIONS

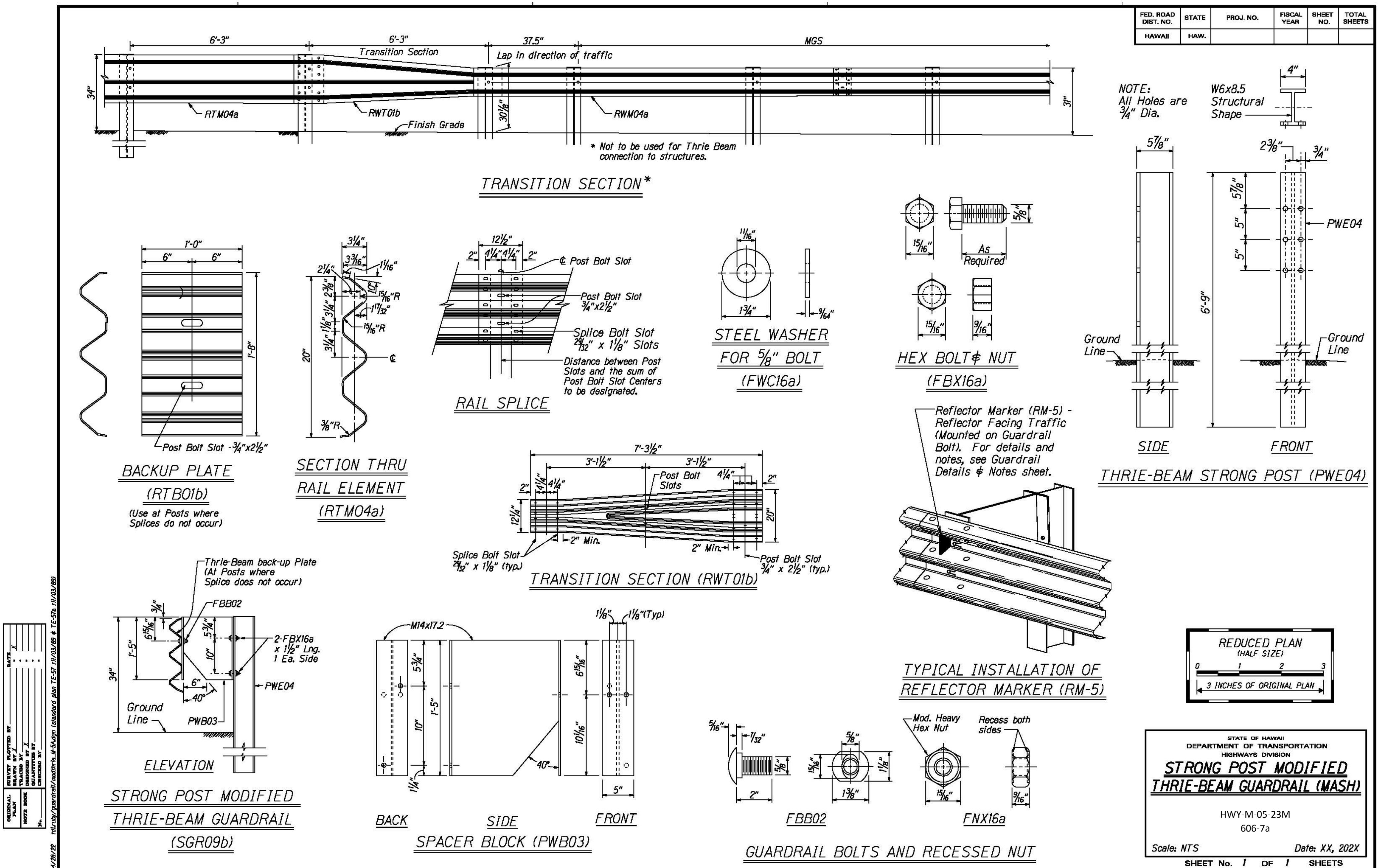
HWY-M-05-23M
606-6a

Scale: NTS   Date: XX, 20XX

SHEET No. X OF X SHEETS

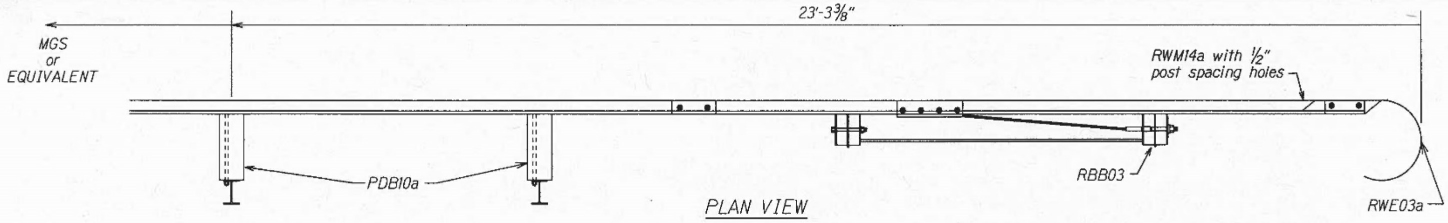
ORIGINAL PLAN | SURVEY PLOTTED BY | DRAWN BY | TRACED BY | DESIGNED BY | QUANTITIES BY | CHECKED BY | NOTE BOOK | No. | DATE

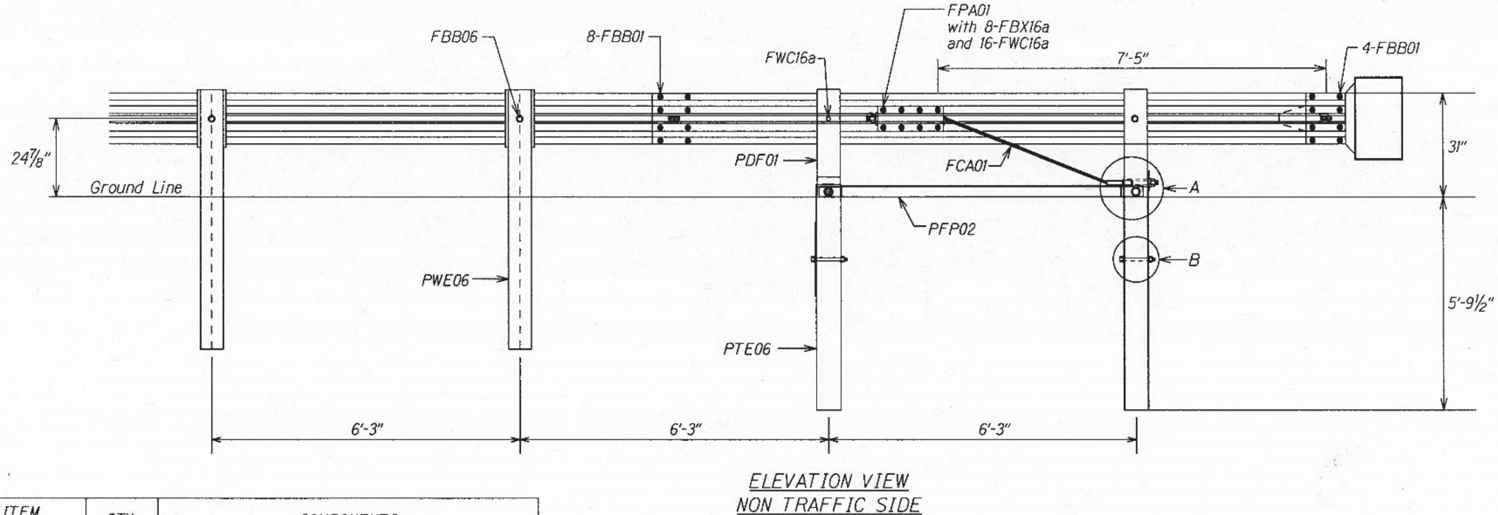
r12/14/20 Dusr2/Ernest/standards/Traffic Guardrail Standards/archive/m4_te01rev.dgn

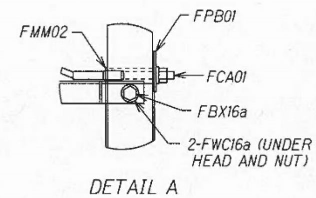

FED. ROAD DIST. NO. | STATE | PROJ. NO. | FISCAL YEAR | SHEET NO. | TOTAL SHEETS
HAWAII | HAW.
6'-3"
6'-3"
Transition Section
37.5"
Lap in direction of traffic
MGS
34"
31"
30⅞"
RTM04a
RWT01b
Finish Grade
RWM04a
* Not to be used for Thrie Beam connection to structures.
TRANSITION SECTION*
NOTE:
All Holes are ¾" Dia.
W6x8.5 Structural Shape
4"
5⅞"
2⅜"
¾"
5⅞"
5"
5"
6'-9"
PWE04
Ground Line
Ground Line
SIDE
FRONT
THRIE-BEAM STRONG POST (PWE04)
1'-0"
6"
6"
1'-8"
Post Bolt Slot -¾"x2½"
BACKUP PLATE
(RTB01b)
(Use at Posts where Splices do not occur)
3¼"
3³⁄₁₆"
1¹⁄₁₆"
2¼"
2⅜"
¹⁵⁄₁₆"R
1¹⁷⁄₃₂"
3¼"
1⅛"
3¼"
¹⁵⁄₁₆"R
20"
3¼"
⅜"R
SECTION THRU
RAIL ELEMENT
(RTM04a)
12½"
2"
4¼"
4¼"
2"
℄ Post Bolt Slot
Post Bolt Slot ¾"x2½"
Splice Bolt Slot ²⁹⁄₃₂" x 1⅛" Slots
Distance between Post Slots and the sum of Post Bolt Slot Centers to be designated.
RAIL SPLICE
1¹⁄₁₆"
1¾"
⁹⁄₆₄"
STEEL WASHER
FOR ⅝" BOLT
(FWC16a)
⅝"
¹⁵⁄₁₆"
As Required
¹⁵⁄₁₆"
⁹⁄₁₆"
HEX BOLT & NUT
(FBX16a)
7'-3½"
3'-1½"
3'-1½"
Post Bolt Slots
4¼"
2"
2"
4¼"
4¼"
12¼"
20"
2" Min.
2" Min.
Splice Bolt Slot ²⁹⁄₃₂" x 1⅛" (typ.)
Post Bolt Slot ¾" x 2½" (typ.)
TRANSITION SECTION (RWT01b)
Reflector Marker (RM-5) - Reflector Facing Traffic (Mounted on Guardrail Bolt). For details and notes, see Guardrail Details & Notes sheet.
TYPICAL INSTALLATION OF
REFLECTOR MARKER (RM-5)
Thrie-Beam back-up Plate (At Posts where Splice does not occur)
FBB02
2-FBX16a x 1½" Lng. 1 Ea. Side
PWE04
PWB03
¾"
6¹⁵⁄₁₆"
5¾"
1'-5"
10"
34"
6"
40°
Ground Line
ELEVATION
STRONG POST MODIFIED
THRIE-BEAM GUARDRAIL
(SGR09b)
M14x17.2
5¾"
1'-5"
10"
1¼"
6¹⁵⁄₁₆"
10¹¹⁄₁₆"
40°
1⅛"
1⅛"(Typ)
5"
BACK
SIDE
FRONT
SPACER BLOCK (PWB03)
⁵⁄₁₆"
⁷⁄₃₂"
⅝"
2"
⅝"
1⅛"
1⅜"
¹⁵⁄₁₆"
Mod. Heavy Hex Nut
Recess both sides
¹⁵⁄₁₆"
⁹⁄₁₆"
FBB02
FNX16a
GUARDRAIL BOLTS AND RECESSED NUT
REDUCED PLAN
(HALF SIZE)
0
1
2
3
3 INCHES OF ORIGINAL PLAN
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STRONG POST MODIFIED
THRIE-BEAM GUARDRAIL (MASH)
HWY-M-05-23M
606-7a
Scale: NTS
Date: XX, 202X
SHEET No. 1 OF 1 SHEETS
r4/28/22 td/ruby/guardrail/modthrie_M-5A.dgn (standard plan TE-57 r11/03/89 & TE-57a r11/03/89)

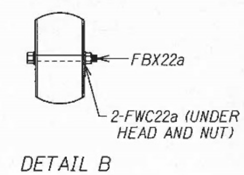
M–5A

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				

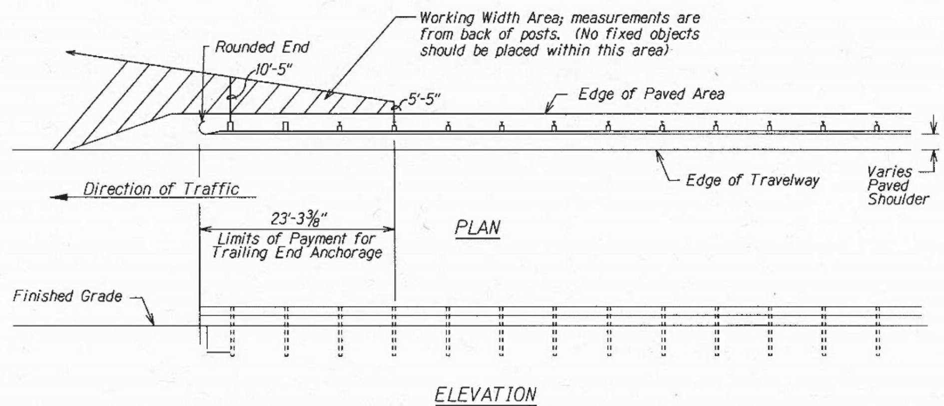








ITEM NO.	QTY	COMPONENTS
FBB01	12	Guardrail Bolt and Nut
FBB03	2	Guardrail Bolt and Nut
FBB06	1	Guardrail Bolt and Nut
FBX16a	2	Hex Head Bolt (10") and Nut
FBX16a	8	Hex Head Bolt (1½") and Nut
FBX22a	2	Hex Head Bolt (7½") and Nut
FCA01	1	BCT Anchor Cable Assembly
PDB10a	2	MGS Timber Blockout
PFP02	1	Strut and Yoke Assembly
PWE06	1	Wide-Flange Guardrail Post
FMM02	1	BCT Post Sleeve
FPA01	1	Anchor Bracket Assembly
FPB01	1	BCT Bearing Plate
FWC16a	22	Circular Washer
FWC22a	4	Circular Washer
PDF01	2	BCT Timber Post
PTE06	2	Foundation Tube
RWE03a	1	W-Beam Rounded End Section
RWM14a	1	W-Beam MGS End Section



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

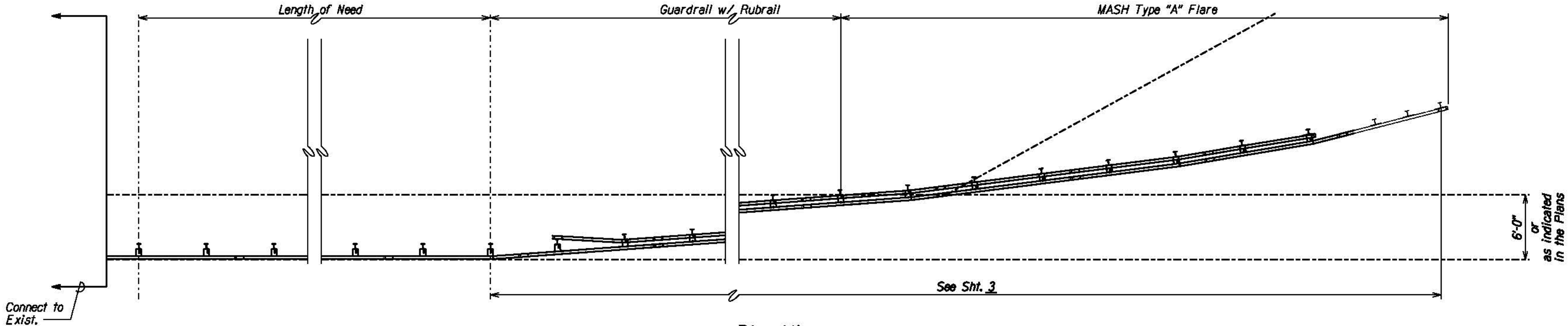
TRAILING-END ANCHORAGE SYSTEM

HWY-M-05-23M
606-8a

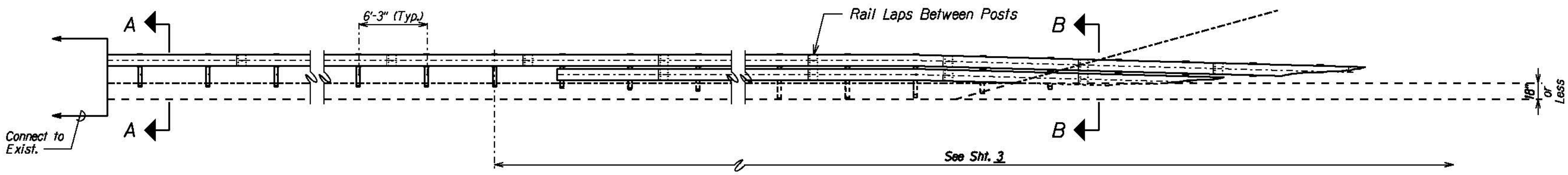
Scale: XX Date: XX, 199X

SHEET No. X OF X SHEETS

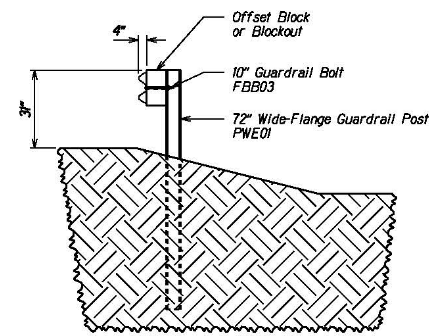
FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20XX	0	0



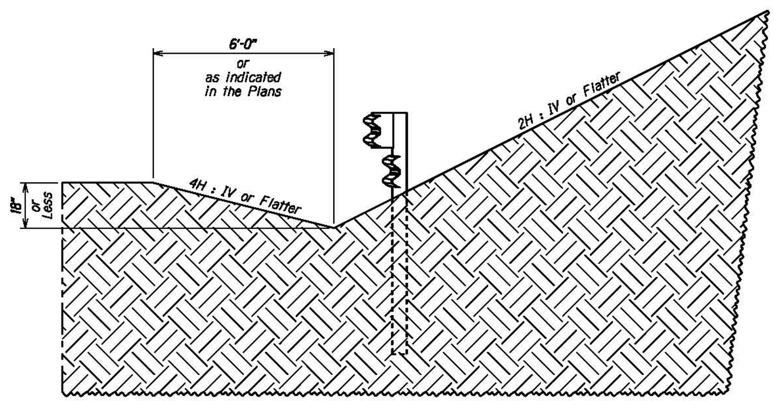
Plan View



Elevation View



Section A-A



Section B-B

Notes:

1. Backfill Post holes with AASHTO M147-65(2004), Grade B crushed limestone road base, compacted to MASH standard.
2. 75" Post spacing typical for LoN and Terminal unless otherwise indicated.

TERMINAL PLAN & ELEVATION VIEW AND SECTIONS (BURIED IN BACKSLOPE)

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

MASH TYPE "A" FLARE

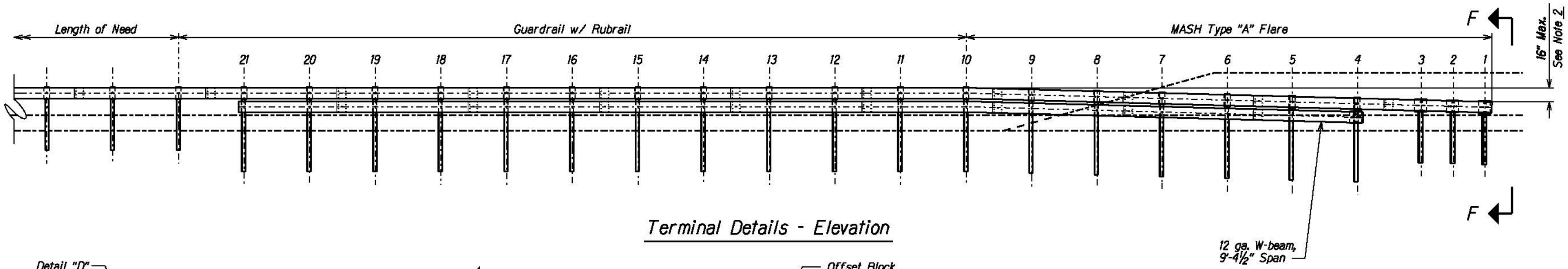
HWY-M-05-23M
606-9a

Scale: NTS
Date: XX, 202X

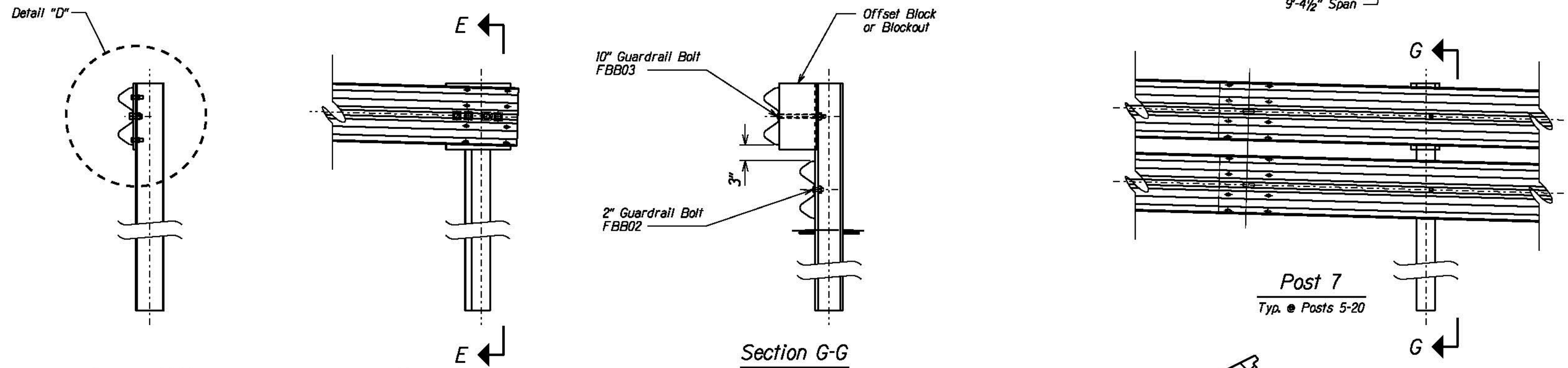
SHEET No. 1 OF 3 SHEETS

M–9A

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20XX	0	0



Terminal Details - Elevation

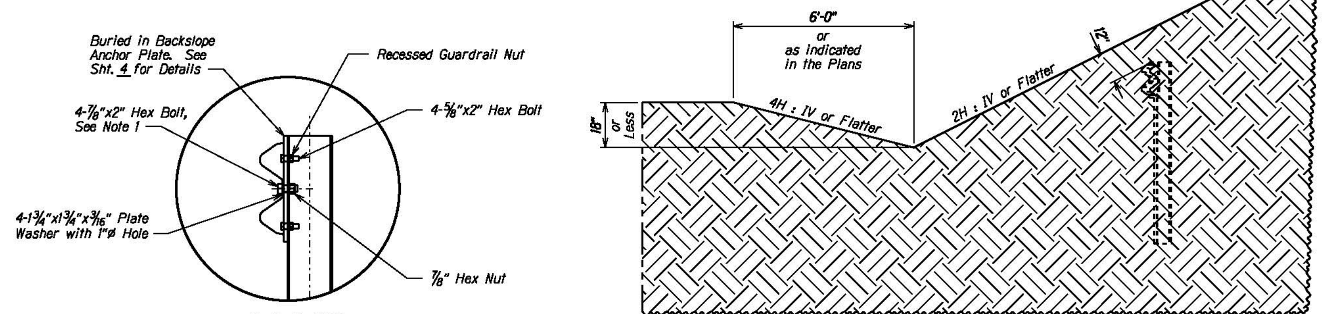


Secton E-E

Post 1

Section G-G

Post 7



Detail "D"

Section F-F

Notes:

1. Recessed Guardrail Nuts typical on all 5/8" Bolts. Anchor Plate and hardware are typical on top rail at Posts 1-3, and rub rail at Post 4. Field drill 1"ø holes in Guardrail as needed for ⅞" Bolts at Posts 1-4. Hex head bolts are ASTM A307.
2. Rail height changes 16" Maximum from Post 10 to 1 to achieve 12" of soil coverage at Post 1.

TERMINAL ELEVATION & DETAILS (BURIED IN BACKSLOPE)

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

MASH TYPE "A" FLARE

HWY-M-05-23M
606-10a

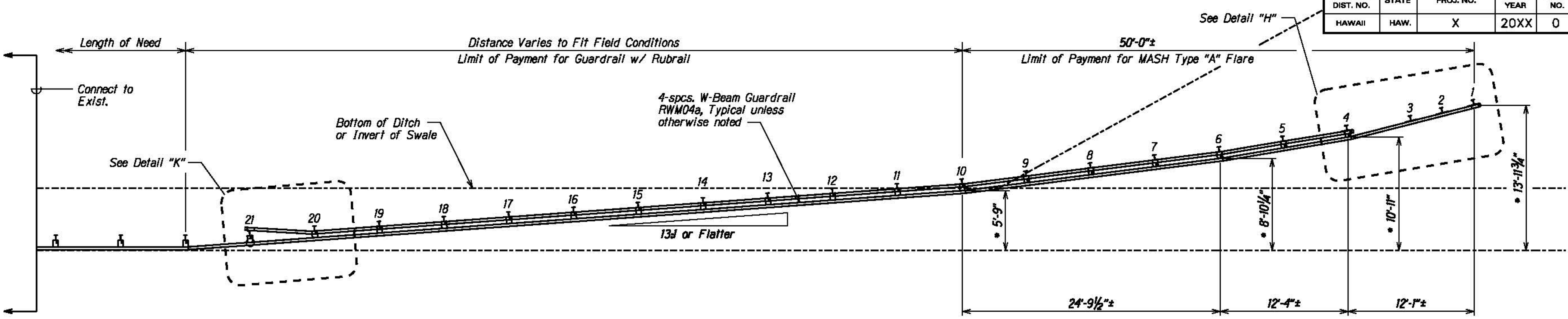
Scale: NTS Date: XX, 202X

SHEET No. 2 OF 3 SHEETS

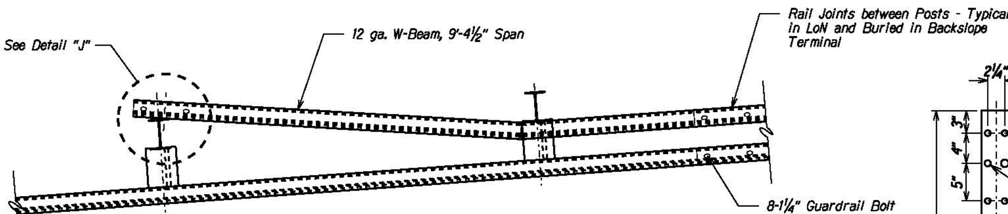
M–9B

6/09/22 td:Ernest/guardrail/M9/MASH_A_Flare-M9B.dgn

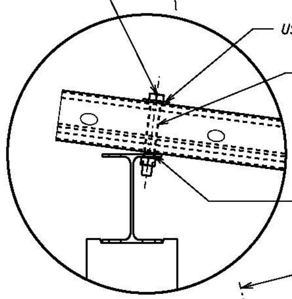
FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20XX	0	0



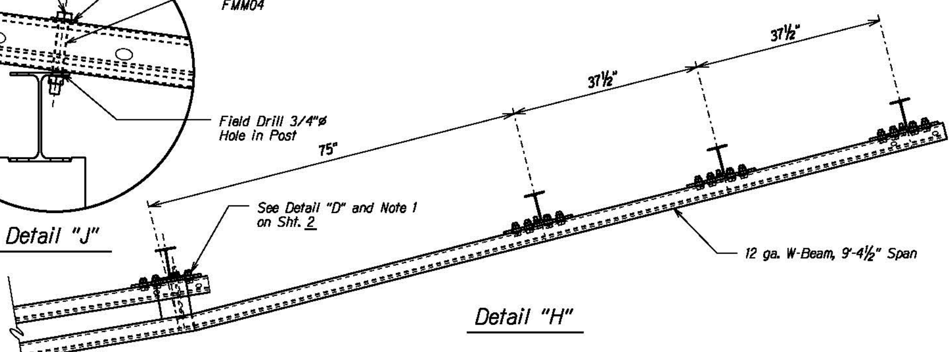
Terminal Details - Plan



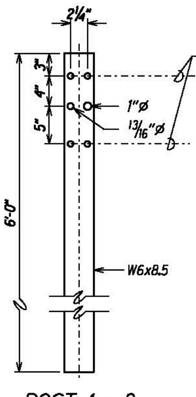
Detail "K"



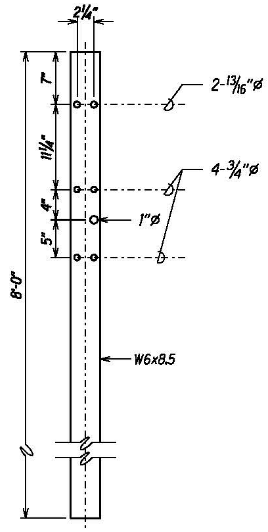
Detail "J"



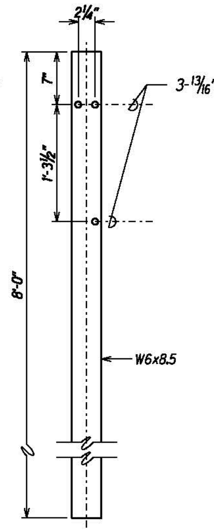
Detail "H"



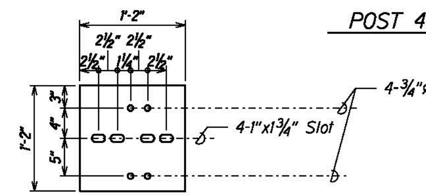
POST 1 - 3



POST 4



POST 5 - 21



BURIED IN BACKSLOPE ANCHOR PLATE

14"x½"x14" Plate
ASTM A36

TERMINAL PLANS & DETAILS (BURIED IN BACKSLOPE)

Note:

1. * These dimensions indicate the offset to the back of the Rail at Posts 1, 4, 6 and 10, based on a 6'-0" Wide Ditch or Swale foreslope.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

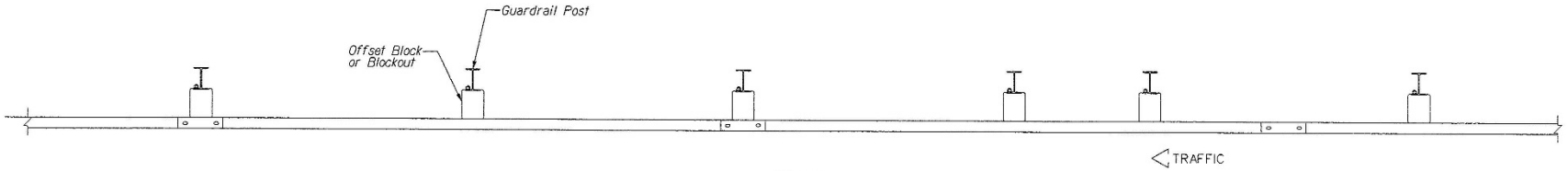
MASH TYPE "A" FLARE

HWY-M-05-23M
606-11a

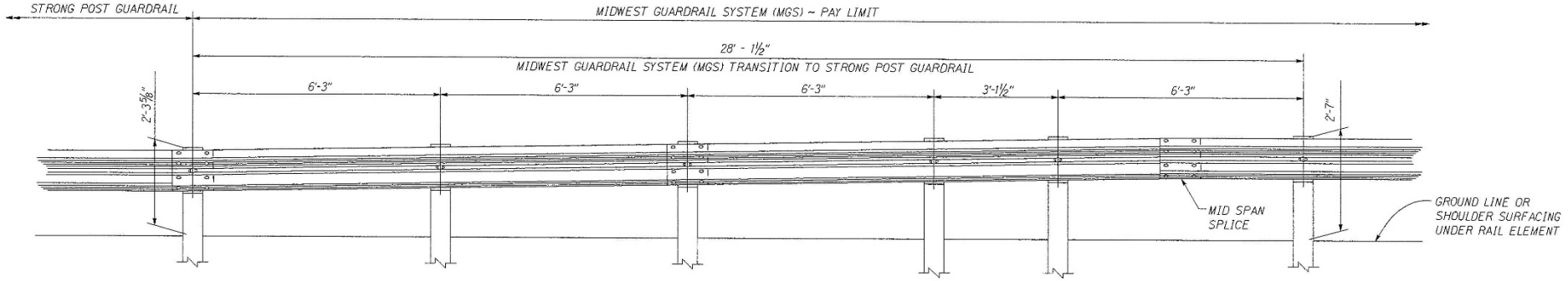
Scale: NTS
Date: XX, 202X

6/09/22 fdlErnest/guardrail/H9/MASH_A_flare-M9C.dgn

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20xx	0	0



PLAN



ELEVATION

ORIGINAL PLAN	SURVEY PLOTTED BY	DATE
	DRAWN BY X	
NOTE BOOK dated	TRACED BY X	
No. X.dgn	DESIGNED BY X	
	QUANTITIES BY	
	CHECKED BY	

10/26/16 D:\dot2\Engr\Standards\Traffic Guardrail Standards\mgs_midwest.dgn

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

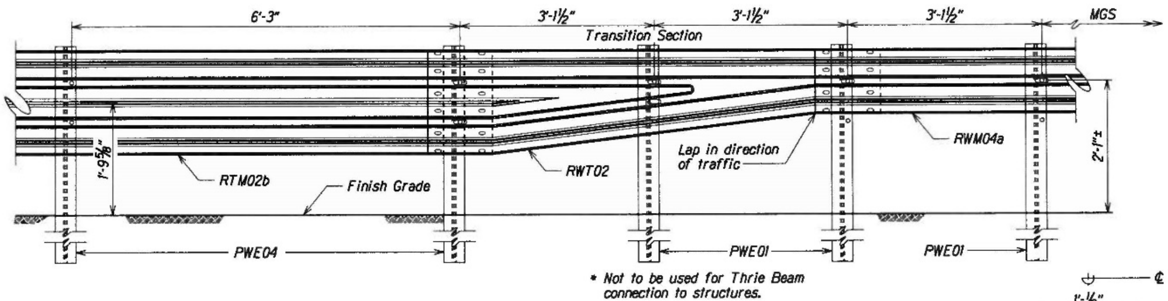
MGS TRANSITION TO STRONG POST GUARDRAIL

HWY-M-05-23M
606-12a

Scale: XX Date: XX, 20XX

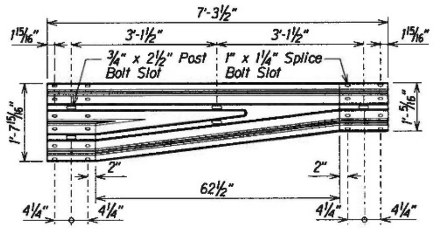
SHEET No. X OF X SHEETS

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				

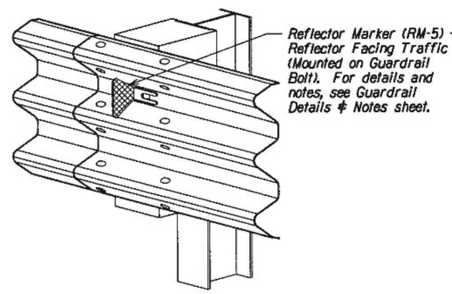


* Not to be used for Thrie Beam connection to structures.

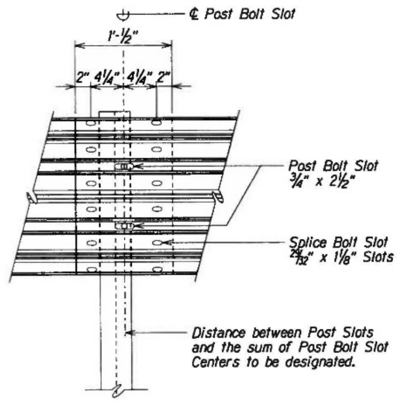
TRANSITION SECTION*



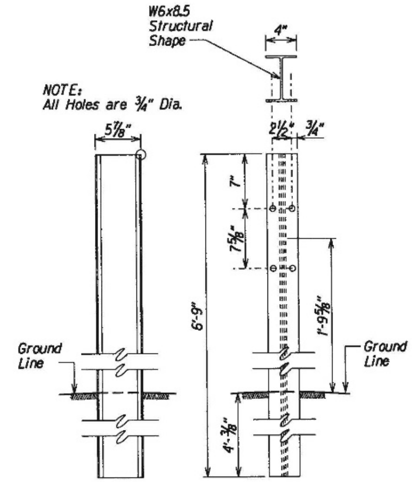
TRANSITION SECTION (RWT02)



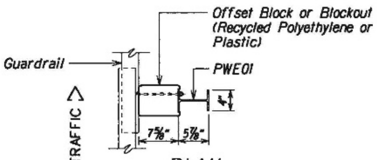
TYPICAL INSTALLATION OF REFLECTOR MARKER (RM-5)



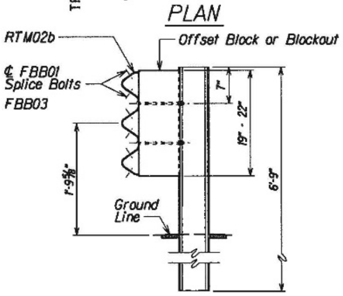
RAIL SPLICE



THRIE-BEAM STRONG POST FOR PLASTIC SPACER BLOCKS PWE04

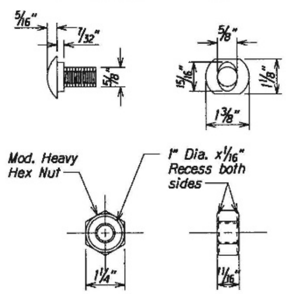


PLAN



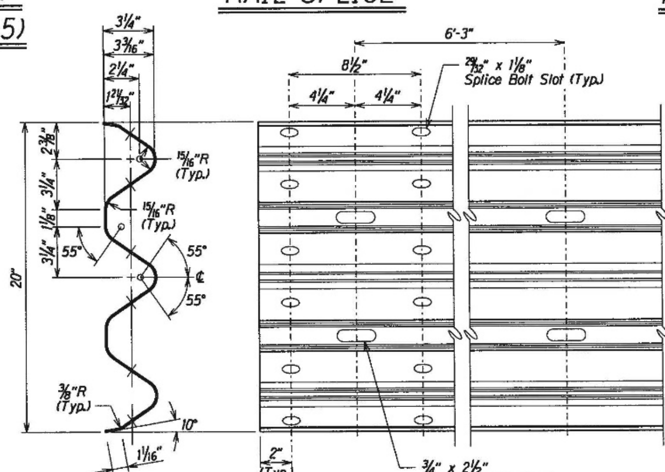
ELEVATION

STRONG POST THRIE-BEAM GUARDRAIL (SGR09a)



DESIGNATOR	L
FBB01	1⅜"
FBB02	2"
FBB03	10"

GUARDRAIL BOLTS AND RECESSED NUT



1 & 2 SPACE THRIE-BEAM GUARDRAIL (RTM02b)

REDUCED PLAN (HALF SIZE)
0 1 2 3
3 INCHES OF ORIGINAL PLAN

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

STRONG POST THRIE-BEAM GUARDRAIL

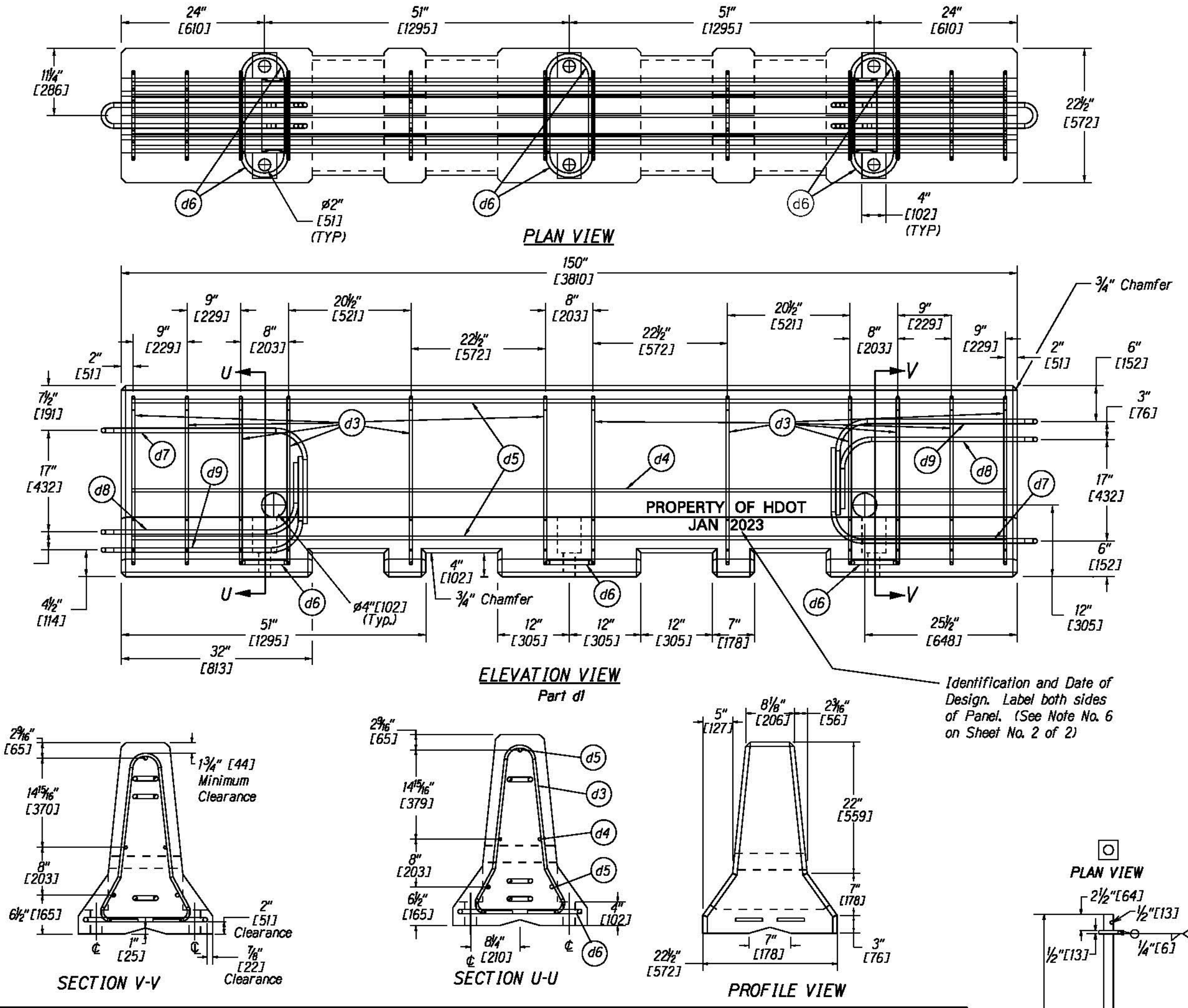
HWY-M-05-23M
606-13a

Scale: NTS   Date: XX, 199X

SHEET No. 1 OF 1 SHEETS

B–5B

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	20xx	0	0



PLAN VIEW

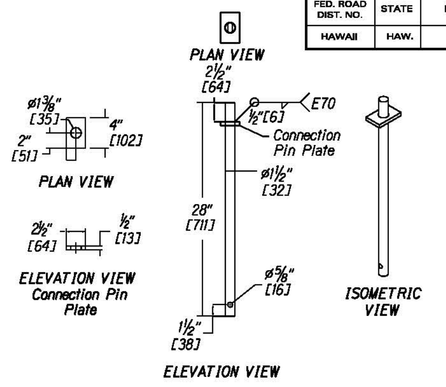
ELEVATION VIEW

Part d1

SECTION V-V

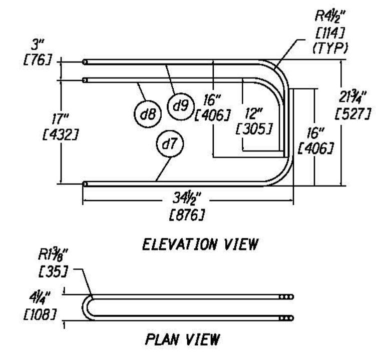
SECTION U-U

PROFILE VIEW



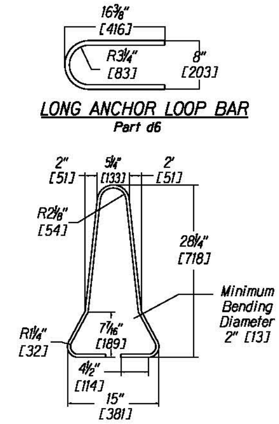
LONG CONNECTOR PIN

Part d2



LONG CONNECTOR LOOP BAR ASSEMBLY

Part d7, d8, d9



LONG ANCHOR LOOP BAR

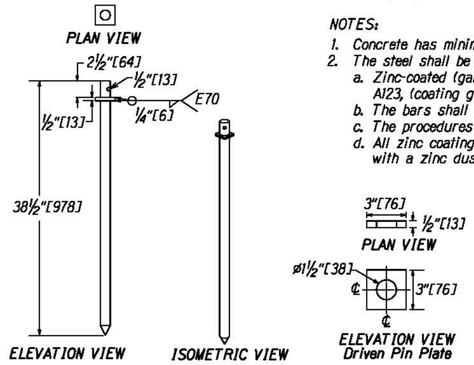
Part d6

LONG FORM BAR

Part d3

NOTES:

1. Concrete has minimum 28-day compressive strength of 5000 psi (34.5 MPa)
2. The steel shall be zinc-coated (galvanized) as specified below:
   a. Zinc-coated (galvanized steel bars shall meet the requirements of ASTM A123, (coating grade 100, minimum coating - 2.30 oz. per square foot)
   b. The bars shall be fabricated prior to galvanizing.
   c. The procedures of ASTM A143 shall be observed as applicable.
   d. All zinc coating damage due to fabrication or handling shall be repaired with a zinc dust (zinc-rich) formulation in accordance with ASTM A780.



DRIVEN PINS FOR CONCRETE BARRIERS

(FRS01)

BILL OF MATERIALS

ITEM NO.	QTY.	DESCRIPTION	MATERIAL SPECIFICATION	HARDWARE GUIDE
d1	11*	Portable Concrete Barrier	min f'c=5000 psi [34.5 MPa]	SWC09
d2	10*	1 1/4" [32] Dia., 28" [711] Long Connector Pin	ASTM A36	FMW02
d3	132	1/2" [13] Dia., 72" [1829] Long Form Bar	ASTM A615 Grade 60	-
d4	22	1/2" [13] Dia., 146" [3708] Long Longitudinal Bar	ASTM A615 Grade 60	-
d5	33	5/8" [16] Dia., 146" [3708] Long Longitudinal Bar	ASTM A615 Grade 60	-
d6	66	3/4" [19] Dia., 36" [914] Long Anchor Loop Bar	ASTM A615 Grade 60, Galvanized	-
d7	22	3/4" [19] Dia., 102" [2591] Long Connection Loop Bar	ASTM A709 Grade 70 or A706 Grade 60, Galvanized	-
d8	22	3/4" [19] Dia., 91" [2311] Long Connection Loop Bar	ASTM A709 Grade 70 or A706 Grade 60, Galvanized	-
d9	22	3/4" [19] Dia., 101" [2565] Long Connection Loop Bar	ASTM A709 Grade 70 or A706 Grade 60, Galvanized	-

*Note: See Note 7 on Sheet 2 of 2

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

F-SHAPE PORTABLE CONCRETE BARRIER

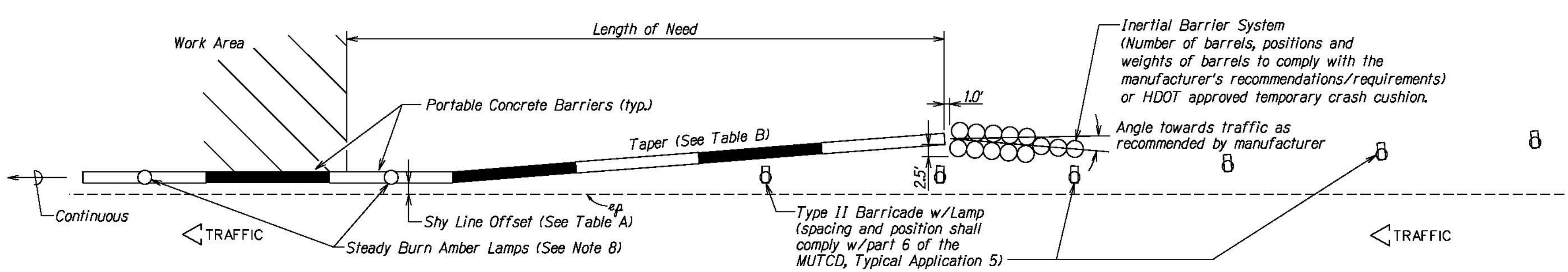
HWY-M-05-23M

606-14a

Scale: XX Date: XX, 199X

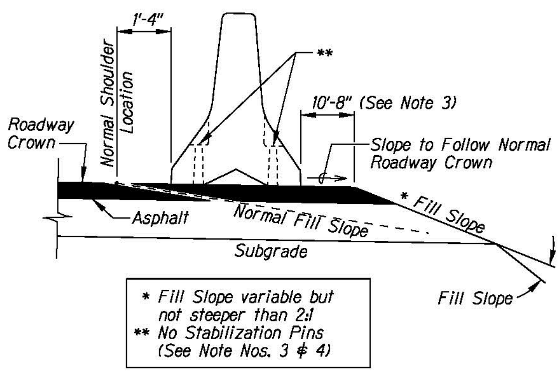
SHEET No. 1 OF 2 SHEETS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	X	200x	0	0



TYPICAL DETAIL - PORTABLE CONCRETE BARRIER END TREATMENT

Scale: 1" = 10'-0"



STANDARD INSTALLATION

(See Note No. 1)

TABLE A
SHY LINE OFFSETS *

DESIGN SPEED (mph)	SHY LINE OFFSETS
70	10.0'
65	9.0'
60	8.5'
55	7.0'
50	6.5'
45	6.0'
40	5.0'
35	4.5'
30	3.5'
≤ 25	2.0'

* Note: Minimum shy line offset for tangent sections shall be 2'-0".

TABLE B
MAXIMUM TAPERS FOR CONCRETE BARRIER

DESIGN SPEED (mph)	TAPER	
	INSIDE SHY LINE	BEYOND SHY LINE
70	30:1	20:1
65	28:1	19:1
60	26:1	18:1
55	24:1	16:1
50	21:1	14:1
45	18:1	12:1
40	17:1	11:1
35	15:1	9:1
≤ 30	13:1	8:1

NOTES:

1. For end treatment, layout, crash cushions and where needed see Project Plans or Special Provisions.
2. Barriers must be pinned together and cannot exceed the Table of Maximum Tapers.
3. The concrete barrier "Standard Installation" design allows for 10'-8" of outward lateral movement if the barrier is struck. Barrier installations that require less than the 10'-8" of outward lateral movement should have stabilization pins.
4. ASTM A-36 steel shall be used for the connection pin and stabilization pins.
5. Concrete shall be 5,000 psi and reinforcing shall be as indicated in the Bill of Materials (See Sheet No. 1 of 2).
6. Identification and date of design will be as follows:

   PROPERTY OF HDOT
   JAN 2021

   Text letters and numbers shall be shown as on Sht. No. 1 "PROPERTY OF HDOT" may be changed depending upon ownership. All Portable Concrete Barriers made for HDOT will be subject to rejection, if "PROPERTY OF HDOT" is not imprinted. The Contractor shall bear the cost of the rejected Portable Concrete Barriers.
7. Minimum tangent length for portable Concrete Barrier System shall be 11 units. This minimum does not include the required system length of the Inertial Barrier System, nor does it consider Length of Need (LON). LON shall comply with the latest edition of the AASHTO Roadside Design Guide.
8. Install steady burn amber lamps on portable concrete barriers @ approximately 25' o.c. Installing, maintaining and removing each steady burn amber lamp including maintenance shall be considered incidental to applicable portable concrete barrier items.
9. A 4" white PVC sleeve may be used to form the lifting hole and if used, the sleeve is to be left in place.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

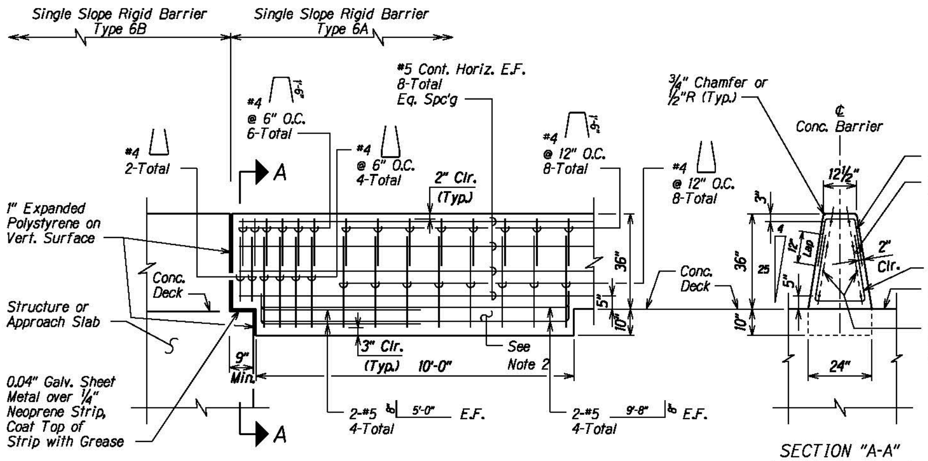
F-SHAPE
PORTABLE CONCRETE BARRIER

HWY-M-05-23M
606-15a

Scale: As Noted — Date: XX 200x

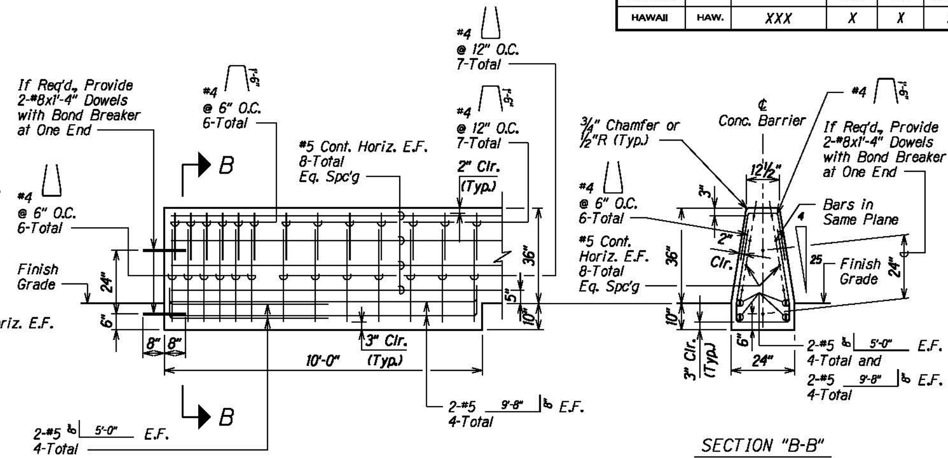
SHEET No. 2 OF 2 SHEETS

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	XXX	X	X	X



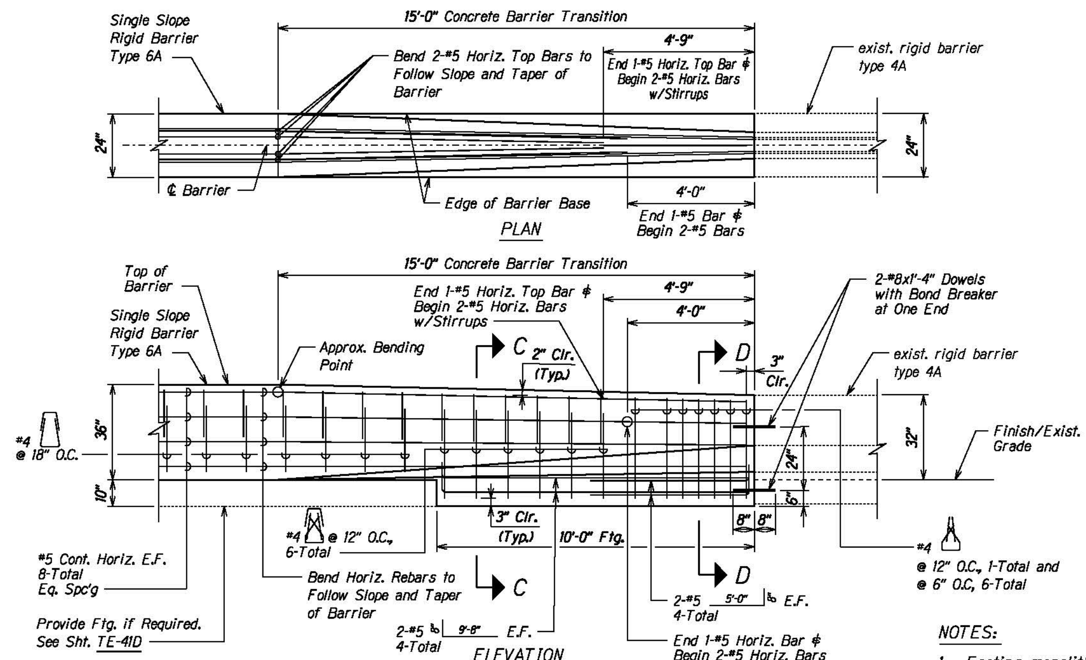
SINGLE SLOPE RIGID BARRIER TYPE 6A

CONNECTION TO STRUCTURE



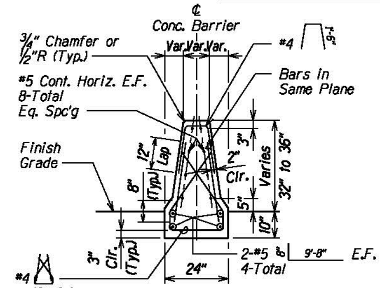
SINGLE SLOPE RIGID BARRIER TYPE 6A

END ANCHORAGE

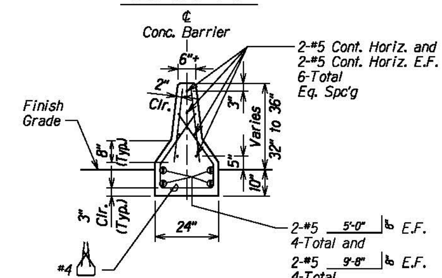


TRANSITION SINGLE SLOPE RIGID BARRIER TYPE 6A

TO RIGID BARRIER TYPE 4A



SECTION "C-C"



SECTION "D-D"

NOTES:

1. Footing monolithic or doweled with 2-#8x1'-4" @ 2'-0" O.C. The footing is required at single slope rigid barrier ends and at interruptions in rigid barrier.

2. 10" single slope rigid barrier footing extends 10' back from structure.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

HWY-M-05-23M
606-16a

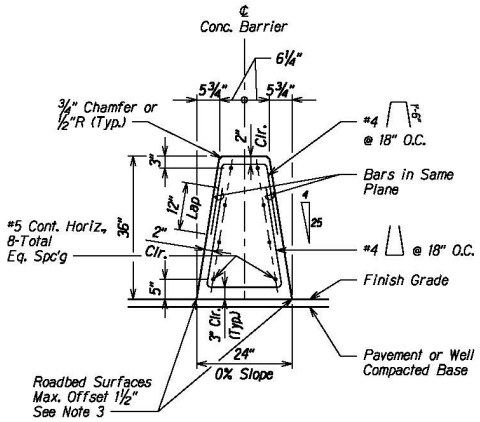
GUARDRAIL TYPE 6
(SINGLE SLOPE RIGID BARRIER)
XXX

Scale: N.T.S. Date: XXX

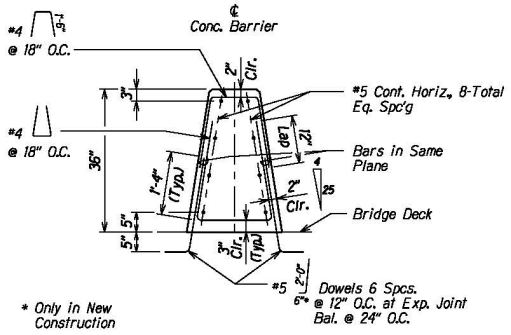
SHEET No. X OF X SHEETS

XX

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	XXX	X	X	X



SINGLE SLOPE RIGID BARRIER TYPE 6A

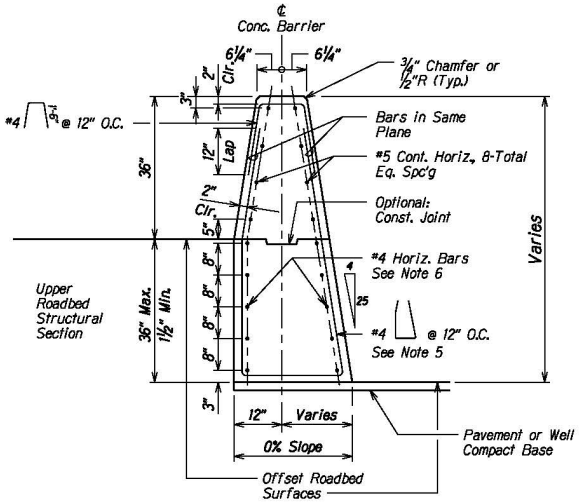


SINGLE SLOPE RIGID BARRIER TYPE 6B

Details similar to Type 6A except as noted.

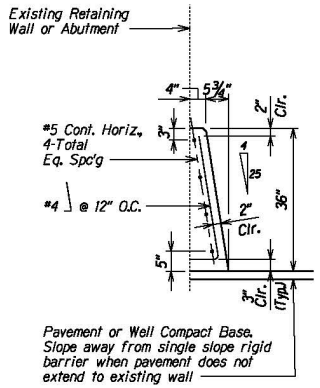
NOTES:

1. *See Standard Plan TE-41 for details of Single Slope Rigid Barrier Type 6A end anchors, connection to structures and transitions to Rigid Barrier Type 4A.*
2. *Where glare screen is required on Single Slope Rigid Barrier Type 6, use Single Slope Rigid Barrier Type 6G.*
3. *Where roadbed offset is greater than 1½", see Single Slope Rigid Barrier Type 6C.*
4. *See Project Plans for barrier delineation locations.*
5. *Reinforcing stirrup not required for roadbed offsets less than 1'-0".*
6. *For roadbed surfaces offset greater than 1½" and less than or equal to 3", no Reinforcement required. For roadbed surfaces offset greater than 3" and less than or equal to 8", use two #4 Reinforcement at 3" above the lower roadbed surface. For roadbed surfaces offset greater than 8" and less than or equal to 12", use two #4 Reinforcement at 3" above the lower roadbed surface and two #4 Reinforcement at 8" above the lower roadbed surface. For roadbed surfaces offset greater than 12" and less than or equal to 36", use two #4 Reinforcement at 3" above the lower roadbed surface and two #4 Reinforcement at every 8" increment vertical spacing above the first two #4 Reinforcement.*



SINGLE SLOPE RIGID BARRIER TYPE 6C

Details similar to Type 6A except as noted.
Use single slope rigid barrier end anchor when necessary.
36" roadbed surfaces offset shown.



SINGLE SLOPE RIGID BARRIER TYPE 6D

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

HWY-M-05-23M
606-17a

GUARDRAIL TYPE 6
(SINGLE SLOPE RIGID BARRIER)
XXX

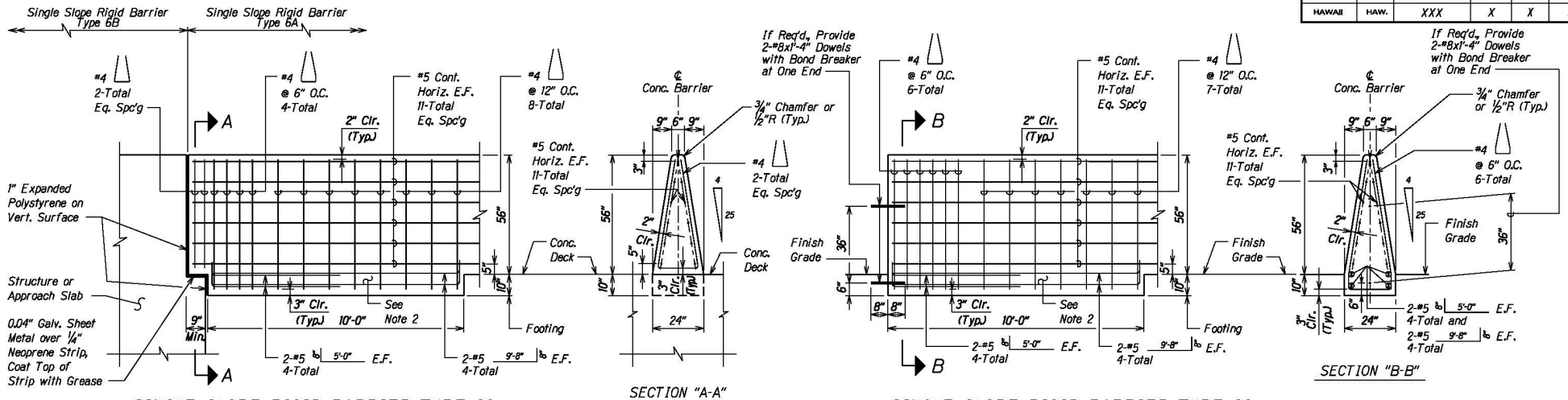
Scale: N.T.S. Date: XXX

SHEET No. X OF X SHEETS

XX

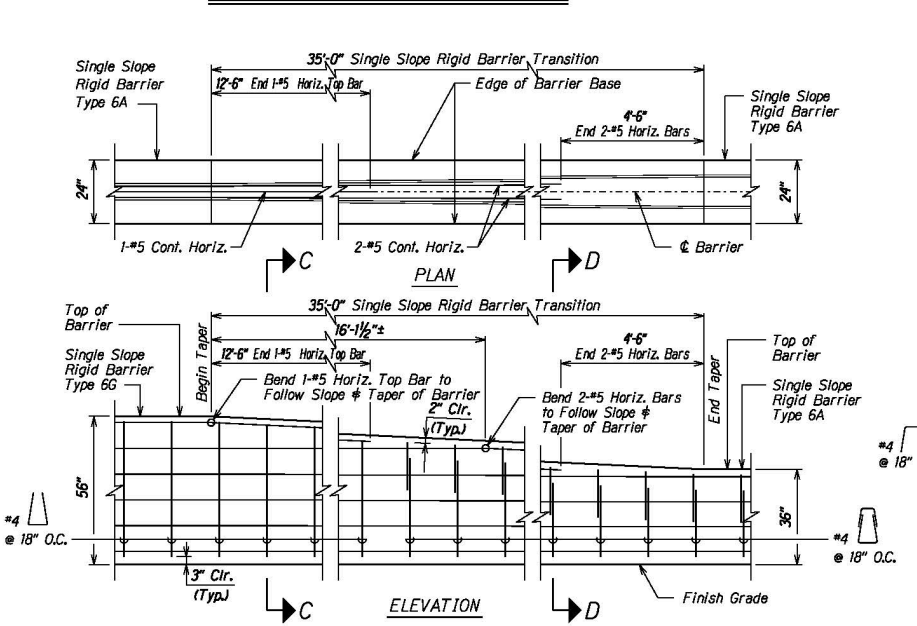
ORIGINAL PLAN	REVISED PLOTTED BY	DATE
	REVISED BY	X
NOTE BOOK	REVISED BY	X
No. XX	QUANTITIES BY	
	CHECKED BY	

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	XXX	X	X	X

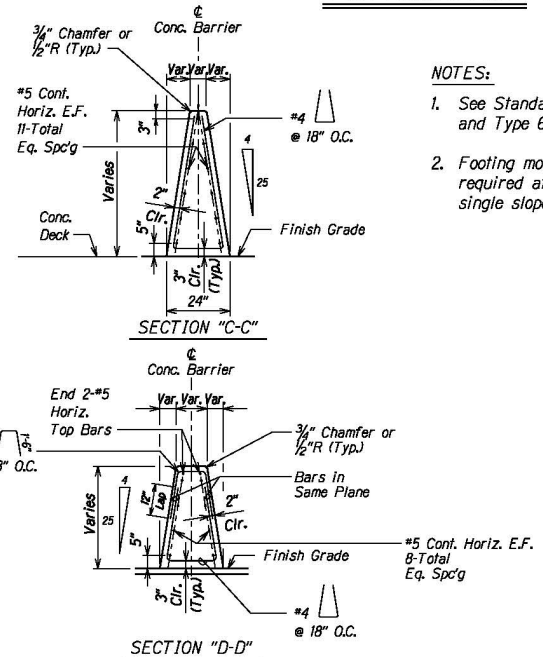


SINGLE SLOPE RIGID BARRIER TYPE 6G
CONNECTION TO STRUCTURE

SINGLE SLOPE RIGID BARRIER TYPE 6G
END ANCHORAGE



TRANSITION SINGLE SLOPE RIGID BARRIER TYPE 6G
TO CONCRETE BARRIER TYPE 6A



NOTES:

1. See Standard Plan TE-41C for Single Slope Rigid Barrier Type 6GA and Type 6GB.
2. Footing monolithic or doweled with 2-#8x8" @ 2'-0". The footing is required at single slope rigid barrier ends and at interruptions in single slope barrier.

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606-18a

GUARDRAIL TYPE 6G
(SINGLE SLOPE RIGID BARRIER WITH GLARE SCREEN)

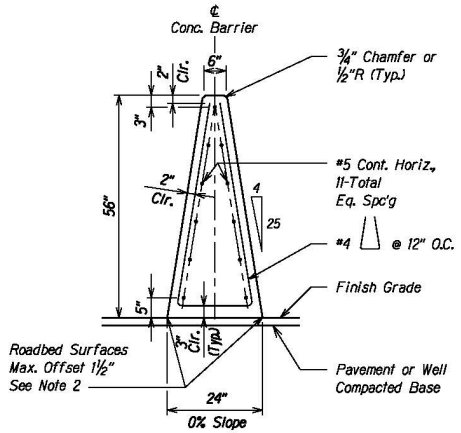
Scale: N.T.S. Date: XXX

SHEET No. X OF X SHEETS

XX

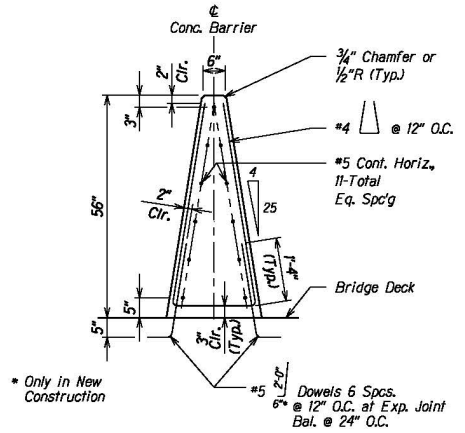
ORIGINAL PLAN | REVISED PLANNED BY | REVISED BY | QUANTITIES BY | CHECKED BY | DATE | NO. | XX

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	XXX	X	X	X



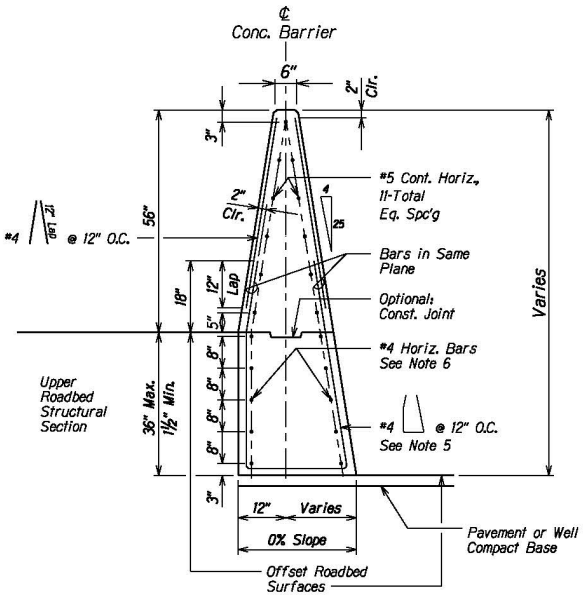
SINGLE SLOPE RIGID BARRIER TYPE 6GA

(Monolithic concrete glare screen/barrier)



SINGLE SLOPE RIGID BARRIER TYPE 6GB

Details similar to Type 6G except as noted.



SINGLE SLOPE RIGID BARRIER TYPE 6GC

Details similar to Type 6G except as noted.
Use concrete barrier end anchor when necessary.
36" roadbed surfaces offset shown.

NOTES:

1. See Standard Plan TE-41B for details of Single Slope Rigid Barrier Type 6G end anchors, connection to structures and transitions to Single Slope Rigid Barrier Type 6A.
2. Where roadbed offset is greater than 1½", see Single Slope Rigid Barrier Type 6GC.
3. Barrier delineation to be used when required by the Special Provisions.
4. Reinforcing stirrup not required for offsets less than 1'-0".
5. For roadbed surfaces offset greater than 1½" and less than or equal to 3", no reinforcement required. For roadbed surfaces offset greater than 3" and less than or equal to 8", use two 4 Reinf. at 3" above the lower roadbed surface. For roadbed surfaces offset greater than 8" and less than or equal to 12", use two 4 Reinf. at 3" above the lower roadbed surface and two 4 Reinf. at 8" above the lower roadbed surface. For roadbed surfaces offset greater than 12" and less than or equal to 36", use two 4 Reinf. at 3" above the lower roadbed surface and two 4 Reinf. at every 8" increment vertical spacing above the first two 4 Reinf.

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GUARDRAIL TYPE 6G
(SINGLE SLOPE RIGID BARRIER WITH GLARE SCREEN)

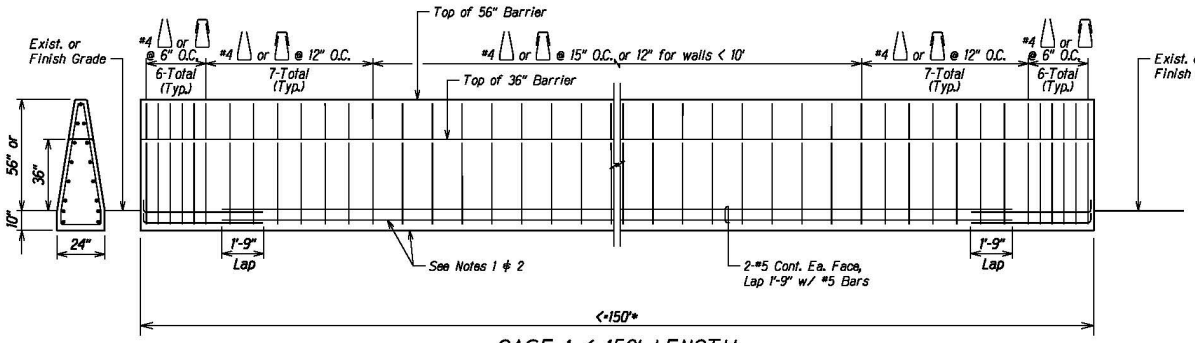
Scale: N.T.S. Date: XXX

SHEET No. X OF X SHEETS

XX

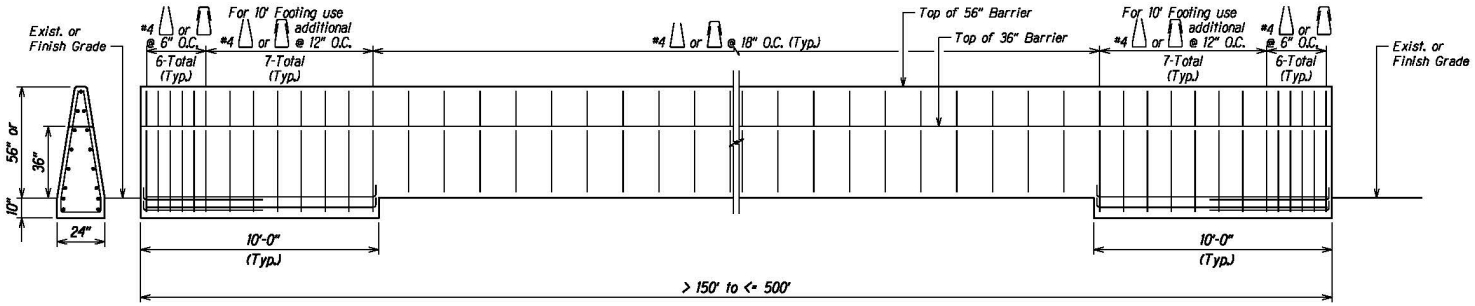
ORIGINAL PLAN | SURVEY PLOTTED BY | DRAWN BY X | TRACED BY | DESIGNED BY X | QUANTITIES BY | CHECKED BY | DATE X
NOTE BOOK | No. XX

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.	XXX	X	X	X



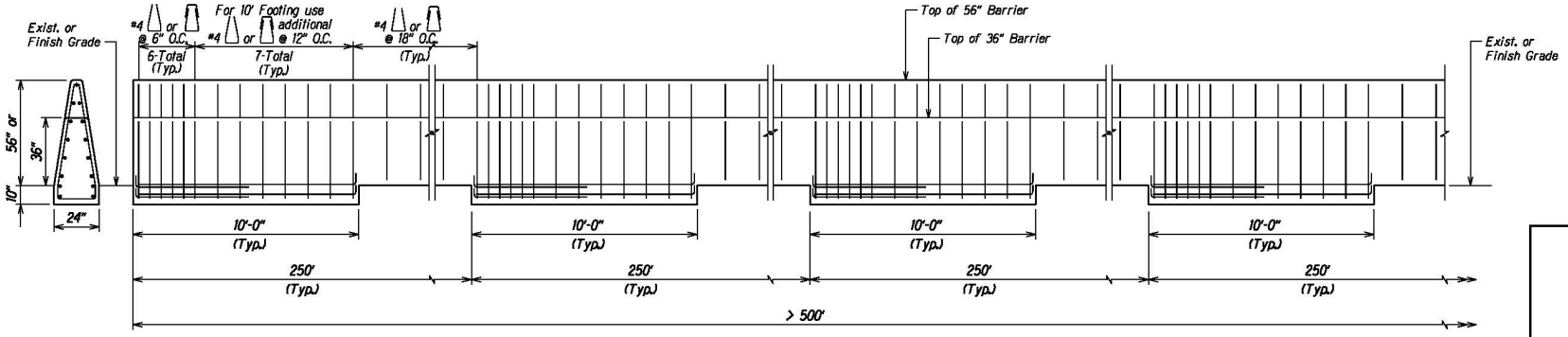
CASE 1 < 150' LENGTH

Horizontal Bars not shown for Clarity



CASE 2 > 150' TO 500' LENGTH

Horizontal Bars not shown for Clarity



CASE 3 > 500' LENGTH

Horizontal Bars not shown for Clarity

NOTES:

1. Refer to TE-41 and TE-41B for horizontal steel reinforcement details.
2. Construct footing entire length of concrete barrier.
3. 10" footing shall be monolithic with the concrete barrier.
4. When concrete guardrail length is greater than 500 feet, place monolithic 10'x10" footing every 250'.
5. Concrete barrier shall not be placed within 3-feet of fill slope.

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DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

HWY-M-05-23M
606-20a

GUARDRAIL TYPE 6 & 6G
(SINGLE SLOPE RIGID BARRIER)

XXX

Scale: N.T.S. Date: XXX

SHEET No. X OF X SHEETS

XX

DESIGNED BY X
DRAWN BY X
CHECKED BY X
QUANTITIES BY
CHECKED BY
DATE X
SURVEY PLOTTED BY
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CHECKED BY
ORIGINAL PLAN
SHEET INDEX
No. XX

SECTION 645 - WORK ZONE TRAFFIC CONTROL

Make the following amendments to said Section:

(I) Amend **Subsection 645.04 – Measurement** from lines 394 to 403 to read:

"645.04 Measurement. The Engineer will not measure Traffic Control for Payment. The Engineer will not measure Additional Police Officers, Additional Traffic Control Devices, and Advertisement for payment such as hiring the services of additional Police Officers that the Engineer requested; furnishing, installing, maintaining, and removing the additional devices; and inserting the legal notices required by the Engineer."

(II) Amend **Subsection 645.05 – Payment** from lines 405 to 424 to read as follows:

"645.05 Payment. The Engineer will not pay for the Traffic Control separately. The Engineer will consider the cost for Traffic Control as included in the contract price of the various contract items. The cost for traffic control shall include set-up and removal of all signs, cones, delineators, barricades, flag persons, police officers, and arrow boards, and shall be included in the contract price of the various Contract Items in Section 606 – Guardrail.

The Engineer will pay for the Accepted Electronic Message Boards at the contract price per each on a daily basis. The price includes full compensation for furnishing labor, materials, tools, equipment, and incidentals necessary to operate the Electronic Message Boards."

END OF SECTION 645

SECTION 693 – TERMINAL IMPACT ATTENUATOR

Make the following amendments to said Section:

(I) Amend **Subsection 963.02 – Materials** from lines 13 to 19 to read as follows:

"693.04 Materials. Terminal impact attenuator shall be redirective, non-gating, and energy absorbing. Within 15 working days following award of contract, submit certification attesting that terminal impact attenuator satisfies the 2016 edition of MASH criteria. Existing NCHRP Report 350 compliant terminal impact attenuators shall be replace with the approved MASH compliant end terminals whenever they exist within the limits of a project programmed to replace safety hardware.

If a MASH compliant guardrail end terminal cannot be installed on the approach ends or trailing ends on undivided roadways or the approach ends of a divided highway after evaluations based on AASHTO's Roadside Design Guide and Good engineering judgement, the Contractor must consult with the Engineer on the appropriate hardware use."

(II) Amend **Subsection 693.04 – Measurement** from lines 58 to 61 to read as follows:

"693.04 Measurement. Replacement cartridges, panels, assemblies, diaphragms, back-up tension struts, MP-3 anchor kits, front supports, compact backstops, energy absorbing cartridges, front support legs, compact cables, sliding panels, sliding bolts, end panels, pipe panel mounts, end panel cross pieces, front cable anchors, nose pieces, hex bolt or hex nuts, washers, and other replacement unit parts will be paid per each in accordance with the contract documents."

(III) Amend **Subsection 693.05 – Payment** from lines 63 to 79 to read as follows:

"693.05 Payment. The Engineer will pay for the accepted terminal impact attenuator spare parts at the contract unit price per each. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

Pay Item	Pay Unit
QuadGuard System – Spare Parts – ____	Each
QuadGuard LMC System – Spare Parts – ____	Each
QuadGuard M-10 System – Spare Parts – ____	Each

TAU-II Crash Cushion System – ____ Each

TAU-M Crash Cushion System – ____ Each

SCI Smart Cushion – ____ Each”

END OF SECTION 693

Make the following section a part of the Standard Specifications:

SECTION 694 – INERTIAL BARRIER SYSTEM

694.01 Description. This work includes furnishing and installing Inertial Barrier System at the prepared site shown in the plans according to the requirements of the contract or as ordered by the Engineer.

694.02 Materials. The Inertial Barrier System shall consist of the following:

(A) Container. The inertial Barrier shall consist of modules in 200, 400, 700, 1400, and 2100 lbs. sizes. 200, 400, 700, and 1400 lbs. modules shall consist of a container molded in one piece with a minimum capacity of 21 cubic feet. The material shall be durable, weather proof, and shall be formulated to resist deterioration from ultraviolet rays. The color shall be yellow. This model must be of continuous molded construction and be nestable. The modules shall be designed and manufactured from a frangible polyethylene material, which shall shatter upon impact to permit dispersion of the sand mass container within.

(B) Lid. Each module shall have a black lid, which locks securely over the top lip of the outer container. Material shall be durable, weatherproof, and shall be formulated to resist deterioration from ultraviolet rays.

(C) Insert. All 200, 400, and 700 lbs. modules will require a cone-shaped supporting insert used to support various sand masses. Cone inserts shall be of one-piece molded construction and be nestable.

(D) Sand. Sand placed into these modules should be washed concrete sand conforming to ASTM-C-33 or equal and as specified by the Manufacturer's requirements.

Each Inertial Barrier System array shall be configured to provide a satisfactory average rate of deceleration (8 g's maximum preferred for each row) for errant vehicles in the weight ranges of 1810 to 4410 lbs. The inertial barrier system shall meet the requirements of NCHRP 350 for the appropriate Test Level (TL-2 for Low Speed Design Roadways and TL-3 for High Speed Design Roadways) and for nondirective gating crash cushions. For impact vehicles weighing between 1810 and 4410 lbs. and traveling at speeds of up to 62 mph for TL-3 (44 mph for TL-2), the maximum 24-inch occupant fail space velocity shall be less than 39 ft/sec and the vehicles' highest 10 millisecond occupants' ride-down acceleration shall be less than 20 g's.

The center of gravity of each properly-filled module shall be at a height which will aid in controlling the pitch of standard passenger vehicles.

The components of the modules shall interface to prevent leakage of sand contained therein. The interface shall, however, permit drainage of excess water contained within the sand mass.

694.03 Construction Requirements. The Contractor shall submit 7 days following the Award of Contract, a written certification to the Engineer stating that the crash cushion to be furnished satisfies the requirements of NCHRP 350 with the appropriate Test Level (TL-2 for Low Speed Design Roadways and TL-3 for High Speed Design Roadways). The Contractor shall also provide a copy of the FHWA approval letter stating that the system satisfies the requirements of NCHRP 350 for the appropriate Test Level.

Placement of the modules within an array and the geometric design of the array shall be as shown on as-built plans for the appropriate locations, as indicated by the manufacturer's specifications or as ordered by the Engineer based on the design speed of the roadway. In locations where the barrier system separates two roadways, the barrier array and geometric design shall be based on the higher design speed of the two roadways.

After the completion of the project, the sand will be removed and disposed from each module and each empty module shall be hauled as directed by the Engineer. Prior to hauling, each module shall be cleaned and nested together for transport.

694.04 Method of Measurement. The Engineer will measure the Inertial Barrier System per each.

694.05 Basis of Payment. The Engineer will pay for the accepted quantities of Inertial Barrier System, of the types specified in the proposal schedule, per each. The price includes full compensation for submitting a list of materials and equipment to be incorporated in the work; written certifications and approval letters; grading; furnishing, installing, and compacting aggregate subbase; furnishing, assembling, and installing an Inertial Barrier module with sand; removal & disposal of sand, cleaning and hauling the empty modules as specified in the proposal after completion of the project; and furnishing labor, materials, tools, equipment, and incidentals necessary to complete the work.

The Engineer will make payment under:

Pay Item	**Pay Unit**

Inertial Barrier System – Module ____ Each”

END OF SECTION 694

SECTION 710 – GUARDRAIL MATERIALS

710.01 General. Metal beam rails, guardrail posts, and guardrail hardware shall conform to AASHTO-AGC-ARTBA Joint Committee, Task Force 13 Report, *A Guide To Standardized Highway Barrier Hardware* and this section.

710.02 (Unassigned)

710.03 (Unassigned)

710.04 Metal Beam Rails.

(A) Steel Rail. Metal beam rails shall be corrugated sheet steel beams conforming to AASHTO M 180 and shall be zinc coated after fabrication in accordance with ASTM A 653. Unless otherwise indicated in the contract documents, punching, drilling, and cutting will not be allowed after application of zinc coating. Edges, bolt holes, and surfaces shall be free of torn metal, burrs, sharp edges, and protrusions.

(B) Certificate of Compliance. Certified inspection reports with test results certifying compliance of metal beam rails shall be submitted before railing installation.

710.05 (Unassigned)

710.06 (Unassigned)

710.07 Guardrail Posts. Unless otherwise indicated in the contract documents, guardrail posts shall be steel conforming to AASHTO M 270 and shall be zinc coated after fabrication in accordance with AASHTO M 111.

710.08 Guardrail Hardware. Unless otherwise indicated in the contract documents, metal fittings, bolts, nuts, washers, and accessories shall conform to AASHTO M 180 and be zinc coated after fabrication in accordance with AASHTO M 232, Class C.

(A) Offset Brackets. Offset brackets (or spacer blocks) shall conform to the following:

(1) Metal Offset Brackets. Metal offset brackets shall be of same material required for steel posts, in accordance with Subsection 710.07 - Guardrail Posts.

(2) Recycled Plastic Offset Brackets. Recycled plastic offset brackets (spacer blocks) shall conform to the following:

(a) Contain minimum 70 percent, by weight, of recycled plastic.

(b) Be uniform in composition throughout product.

(c) Be free of burns, discoloration, contamination, and other objectionable marks or defects that would affect appearance or serviceability.

(d) Have minimum service life of 35 years and contain chemicals, including fillers and colorants, designed to inhibit ultraviolet degradation, biological or biochemical decomposition, or both, insect infestation, and burning.

(e) When tested in accordance with ASTM D 1603, contain at least 2.5 percent and not more than 3.5 percent carbon black.

(f) When tested in accordance with ASTM D 570, exhibit water absorption not more than 0.03 percent.

(g) Include branded information on each block, including manufacturer's name and date that block was manufactured.

(B) Splices and End Connections. Splices and end connections shall develop full design strength of rail elements.

End sections and terminal connectors shall conform to AASHTO M 180, Class B, Type II.

(C) End Anchor Rods and Accessories. End anchor rods and accessories shall be of such size and strength to develop the full design strength of the rail elements.

(D) Bolts and nuts. Standard bolts and nuts shall conform to ASTM A 307 and AASHTO M 291, Grade A, respectively, or better.

High strength bolts shall conform to AASHTO M 164 or ASTM A 449.

710.09 Aluminum Bridge Railing.

(A) Cast Posts. Cast posts shall be permanent mold castings conforming to ASTM B 108, Alloy A444.0-T4.

(1) Chemical Properties. Chemical composition shall conform to limits shown in Table 710.09-1 - Composition Limits (Percent).

TABLE 710.09-1 - COMPOSITION LIMITS (PERCENT)								
Cu	**Fe**	**Si**	**Mn**	**Mg**	**Zn**	**Ti**	**Other (Each)**	**Other (Total)**
0.10	0.20	6.5-7.5	0.10	0.05	0.10	0.20	0.05	0.15
NOTE: Values are maximums unless shown as range.								

(2) Mechanical Properties. Minimum mechanical properties of test bars machined vertically or horizontally from highly stressed area of post tension flange (lower 14 inches), but not at junction of rib and tension flange, shall conform to Table 710.09-2 - Mechanical Properties of Casting Tension Flange.

TABLE 710.09-2 - MECHANICAL PROPERTIES OF CASTING TENSION FLANGE	
Ultimate Tensile Strength (psi)	20,000
Elongation (percent in 2 inches or 4D)	20

(3) Lot. Lot, as applied to castings, shall consist of not more than 1,000 pounds of trimmed castings produced by batch-type furnaces, and not more than 2,000 pounds of trimmed castings produced by continuous furnaces running maximum of eight consecutive hours.

(4) Chemical Analysis. At least one sample from each lot of castings shall be analyzed by an independent testing laboratory to determine conformance to requirements of Table 710.09-1 - Composition Limits (Percent).

(5) Mechanical Property Tests. One tensile specimen shall be machined from area of tension flange described in Subsection 710.09(A)(2) - Mechanical Properties. Tensile specimen shall be tested by an independent testing laboratory for conformance to Table 710.09-2 - Mechanical Properties of Casting Tension Flange. One tensile specimen from each casting lot shall be provided for testing.

Specimens machined from castings shall be Type R1, R2, R3, F2, or other sheet-type specimen as described in FED-STD-151a, Method 211.1. The largest possible round specimen shall be provided

for testing. Flat, sheet-type specimens shall be tested only if casting thickness does not permit extraction of at least one R3 specimen.

Testing shall be performed in accordance with FED-STD-151a, Method 211.1. An independent laboratory shall perform tests and certify test results.

(6) Retesting. If test specimen fails to meet Table 710.09-2 - Mechanical Properties of Casting Tension Flange, two additional specimens shall be provided to replace each failed specimen. Replacements shall be tested for conformance to Table 710.09-2 - Mechanical Properties of Casting Tension Flange. If requirements are not met after retesting, the entire lot will be rejected

(7) Heat Treatment. Entire casting shall be heat-treated to produce material of highest uniformity and conformance to specified properties.

(8) Quality Requirements. Castings shall be uniform in quality and condition, and free from cracks, shrinkage, porosity, blowholes, and other defects that due to their nature or extent will be detrimental to their intended use. Castings shall be smoothed and cleaned before inspection.

Castings shall be produced under radiographic control as follows:

(a) All castings shall be inspected by X-ray until foundry technique has been established for each mold that will ensure production of castings that are of commercial quality and free from harmful defects.

(b) Each production lot of castings shall be X-rayed in accordance with Special Level S-2, AQL 6.5 percent, of MIL-STD-105D.

(c) Bottom 14 inches of tension and compression flanges, and casting base shall be inspected. Non-critical areas do not require production X-rays.

(d) Single X-ray to cover tension flange and compression flanges, and casting base is acceptable.

Radiographic acceptance of critical areas shall be based on ASTM E 155 and Table 710.09-3 - Radiographic Acceptance Standards.

TABLE 710.09-3 - RADIOGRAPHIC ACCEPTANCE STANDARDS			
Type of Defect	**Reference Radiograph**	**Thickness**	
		1/4 Inch	**3/4 Inch**
Gas Holes	1.10	2	3
Gas Porosity (round)	1.21	3	2
Gas Porosity (elongated)	1.22	---	---
Shrinkage Cavity	2.10	2	---
Shrinkage – Sponge	2.20	2	2
Foreign Material (less dense)	3.11	3	3
Foreign Material (more dense)	3.12	2	1

Casting with one or more defects greater than indicated in Table 709.10-3 - Radiographic Acceptance Standards shall be rejected.

Defects equal to but not greater than indicated in Table 709.10-3 - Radiographic Acceptance Standards shall be limited to two defects per type, or total of three defects if all are same type.

(9) Post Finish. Standard scratch brush finish shall be applied to front, top, and rear face of posts.

(10) Material Inspection. Material shall be inspected at place of delivery.

Castings shall be visually checked for conformance to Subsection 710.09(A)(8) – Quality Requirements.

(11) Reports. Inspection reports shall be submitted certifying compliance of castings with requirements of this subsection for each casting shipment.

(B) 5/16-Inch Toggle Bolt Assembly.

(1) Toggle Bolt Material. Toggle bolt material shall be 5/16-inch - 18 NC, SAE 1020 C.R. steel, unannealed after forming.

(2) Toggle Material. Toggle material shall be H.R. steel, pickled and oiled.

(3) Washer. Washer shall be 1020 C.R. steel.

(4) Nut. Nut shall be 5/16-inch - 18 NC, American Standard cold punched 1020 steel.

Steel parts shall have cadmium plating, Class 12, Type II, conforming to ASTM B 766.

(C) 1/2-Inch Toggle Bolt Assembly.

(1) Toggle Bolt Material. Toggle bolt material shall be 1/2-Inch - 13 NC, 1335 C.R. steel, heat-treated RC 32038, conforming to ASTM A 354.

(2) Toggle Material. Toggle material shall be 1015 H.R. steel, pickled and oiled with rounded edge, conforming to ASTM A 570.

(3) Washer. Washer shall be SAE 1020 H.R. steel plate, sharp edged, conforming to ASTM A 283.

(4) Nut. Nut shall be 1/2-inch - 13 NC, American Standard hexagon nut, heavy 1035 C.R. steel, heat treated, conforming to AASHTO M 164.

Steel parts shall have cadmium plating, Class 12, Type II, conforming to ASTM B 766.

(D) Steel Anchor Bolt Assemblies. Steel parts of anchor bolt assemblies shall be zinc coated after threading, cutting, drilling, or punching, in accordance with AASHTO M 232.

(1) Steel Anchor Bolt, Washer, and Nut. Steel anchor bolt, washer, and nut shall conform to AASHTO M 164, except that Rockwell C hardness of bolts shall not exceed 32 after heat treatment and before zinc coating.

(2) Anchor Plate. Anchor plate shall be steel plate conforming to ASTM A 36.

(E) Extruded Aluminum Tube. Extruded aluminum tube shall conform to ASTM B 221, Alloy 6061-T6.

(F) Insulating Material. Pads for insulating aluminum members from concrete or dissimilar metals shall be of material, shape, and size indicated in the contract documents.

(G) Compliance Reports. Certified inspection reports with test results affirming conformance of cast posts, anchor bolts, extruded aluminum tubes, and appurtenances to requirements of this subsection shall be submitted. Certified inspection reports for anchor bolts shall conform to requirements of AASHTO M 164. Certifications shall be submitted before installation of railings.

710.10 Steel Bridge Railing. Steel bridge railing shall include metal rails, metal support posts, anchor bolts, hardware, and fittings. Rail assembly shall be zinc coated in accordance with AASHTO M 111 and AASHTO M 232 after fabrication.

Steel rail shall be shop bent to fit horizontal curves indicated in the contract documents.

If horizontal curve has radius 30 feet or less, railing shall be shop bent or fabricated from structural steel posts 1/4 inch thick conforming to ASTM A 36. Fabricated railing shall match seamless tube railing in appearance.

Clear space between rail and sleeve shall not exceed 1/16 inch after zinc coating.

Base of metal post shall be true and flat for uniform bearing on concrete.

Material for rails, posts, rods, bolts, and nuts shall conform to Table 710.10-4 - Material Requirements for Steel Railing.

If required, shims shall be installed with posts and railing for uniform bearing and conformity with horizontal and vertical lines and grades. Shims at steel posts shall be zinc-coated sheet steel conforming to ASTM A 36

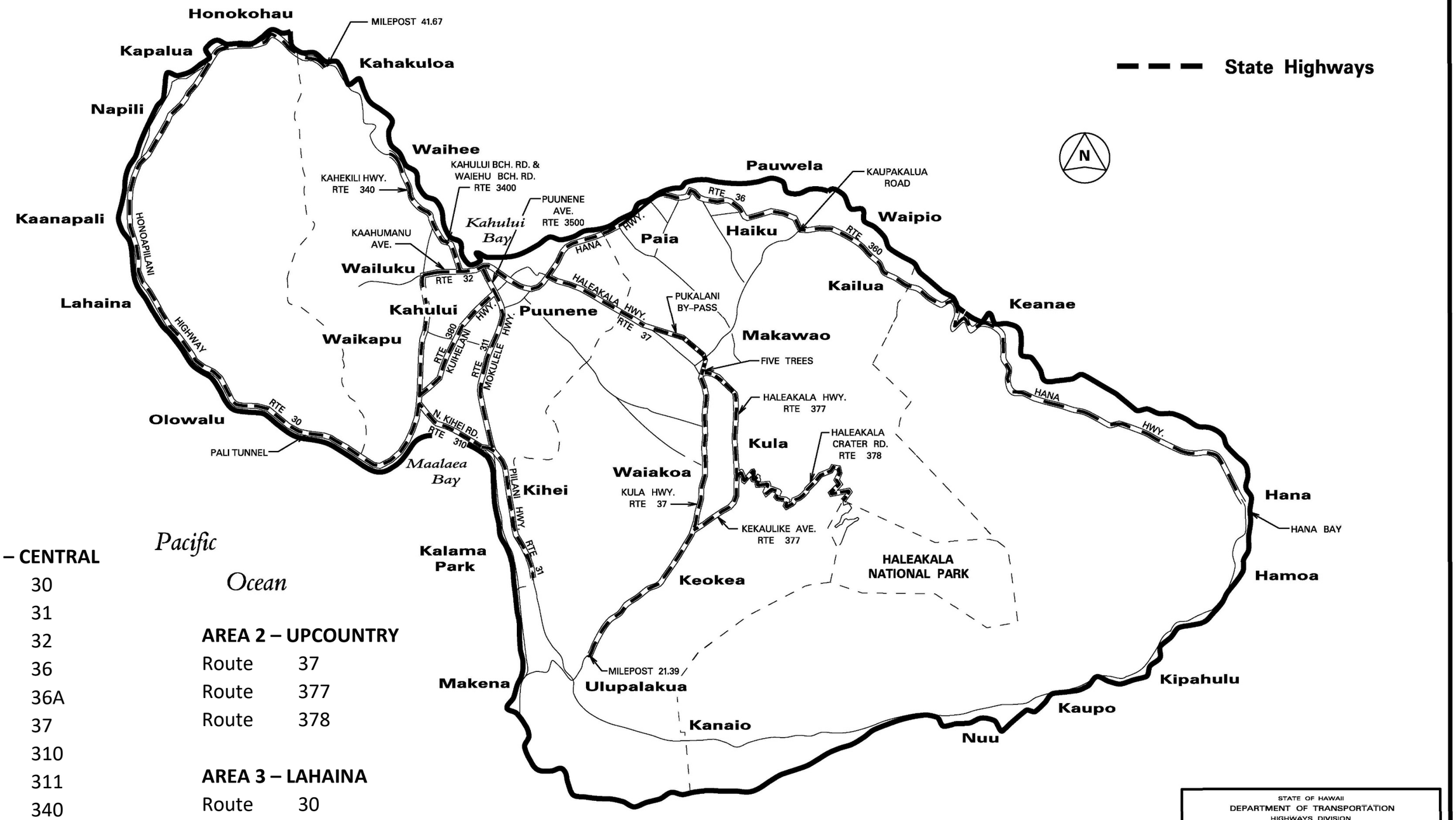
Certified inspection reports with test results affirming conformance of rails, posts, sleeves, anchor bolts, bolts, nuts, and washers to requirements of this subsection shall be submitted before installation of material. Reports for anchor bolts shall conform to AASHTO M 164.

TABLE 710.10-4 – MATERIAL REQUIREMENTS FOR STEEL RAILING	
Material	**ASTM or AASHTO Designation**
Steel Rail	ASTM A 500, Grade B
Steel Post	ASTM A 36
Steel Sleeve For Rail	ASTM A 36
Steel Bolt	AASHTO M 169, Grades 1015 to 1020
Anchor Bolt, Bolt, Nut, and Washer	AASHTO M 164, except that Rockwell C hardness of bolt shall not exceed 32 after heat treatment and before zinc coating.

710.11 Steel Pipe for Railing. Steel pipe shall conform to ASTM A 53. Steel pipe shall have 1-1/2 inch inside diameter and shall be zinc coated, standard weight for rails, and extra strong for posts and sleeves. Flanges, bolts, and other appurtenances shall be hot-dip zinc coated.

END OF SECTION 710

FED. ROAD DIST. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
HAWAII	HAW.				



AREA 1 – CENTRAL

Route	30
Route	31
Route	32
Route	36
Route	36A
Route	37
Route	310
Route	311
Route	340
Route	380
Route	3400
Route	3500
Route	3800

AREA 2 – UPCOUNTRY

Route	37
Route	377
Route	378

AREA 3 – LAHAINA

Route	30
Route	3000

AREA 4 – HANA

Route	360

ISLAND OF MAUI

ORIGINAL PLAN | SURVEY PLOTTED BY ____ DATE ____ PLAN PREPARED BY ____ TRACED BY ____ NOTE BOOK ____ DESIGNED BY ____ QUANTITIES BY ____ No. ____ CHECKED BY ____

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

LOCATION MAP

GUARDRAIL REPAIRS AND MAINTENANCE AT VARIOUS LOCATIONS
ISLAND OF MAUI
PROJECT NO. HWY-M-05-23M
FIGURE 1

SHEET No. 1 OF 3 SHEETS

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

WORK ORDER FORM
(COMPLAINT/REQUEST)

Tracking Number:

Time:
Date:

Name:
Company Name
Address:
City:

Phone
Home:
Business:

Zip Code:

Complaints:
Area:
Route:
Route Name:
Loc.:
Remarks:

Call Rec. By:
Ref. To:
Act. taken:

Comp. date:
Sign:

Ref. W/O:

Tort:

FIGURE 2

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

Chapter 104, HRS, applies to every public works construction project over $2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]

- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]

- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]

- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
  - the name and home address of each employee
  - the last four digits of social security number
  - a copy of the apprentice's registration with DLIR
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - itemized list of fringe benefits paid
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - total net wages paid
  - date of payment

- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]

- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]

  - First Violation — Equal to 25% of back wages found due or $250 per offense up to $2,500, whichever is greater.
  - Second Violation — Equal to amount of back wages found due or $500 for each offense up to $5,000, whichever is greater.
  - Third Violation — Equal to two times the amount of back wages found due or $1,000 for each offense up to $10,000, whichever is greater; and
    Suspension from doing any new work on any public work of a governmental contracting agency for three years.

  - A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]

  - **Suspension**: For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]

- **Suspension**: Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]

- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of $10,000 per project, and $1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]

- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

For additional information, visit the department's website at *http://labor.hawaii.gov/wsd* or contact any of the following DLIR offices:

Oahu (Wage Standards Division).....(808) 586-8777
Hawaii Island .....(808) 974-6464
Maui and Kauai.....(808) 243-5322

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

HONOLULU, HAWAII

P R O P O S A L

6/02/98

PROPOSAL TO THE

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

PROJECT:	**GUARDRAIL REPAIRS AND MAINTENANCE AT VARIOUS LOCATIONS, ISLAND OF MAUI**
PROJECT NO.:	**HWY-M-05-23M**
COMPLETION TIME:	**Twelve (12) Months from the date indicated in the Notice to Proceed from the Department with an option to extend for four (4) additional twelve (12) month periods upon mutual agreement.**

DESIGN PROJECT MANAGER:

NAME:	**Annette Matsuda**
ADDRESS:	**650 Palapala Drive**
	Kahului, Hawaii 96793
PHONE NO.:	**(808) 873-3535**
EMAIL:	**annette.dh.matsuda@hawaii.gov**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.

3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e.. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

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

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.

5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.

6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

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

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of $6,250.00 for each Area, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____
(Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

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

	Name of Subcontractor	Nature and Scope of Work
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

	Name of Joint contractor	Nature and Scope of Work
1.		
2.		
3.		

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

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

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

_____
Bidder

By _____
Authorized Signature

_____
Title

_____
Business Address

_____

_____
Email Address

_____
Date

_____
Contact Person (If different from above.)

_____
Phone Number and Email Address

NOTE:

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

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

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

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

PREFERENCES FOR AREA 1

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

A. HAWAII PRODUCTS PREFERENCE

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

B. APPRENTICESHIP PROGRAMS PREFERENCE

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

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

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

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

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3510	W-Beam Guardrail - 250 LF or Less	1	LF	$	$
606.3511	W-Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3512	W-Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3513	W-Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3514	Midwest Guardrail System - 250 LF or Less	1	LF	$	$
606.3515	Midwest Guardrail System - Greater than 250 LF to 500 LF	1	LF	$	$
606.3516	Midwest Guardrail System - Greater than 500 LF to 750 LF	1	LF	$	$
606.3517	Midwest Guardrail System - Greater than 750 LF	1	LF	$	$
606.3520	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - 125 EA or Less	1	EA	$	$
606.3521	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 125 EA to 250 EA	1	EA	$	$
606.3522	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 250 EA to 375 EA	1	EA	$	$
606.3523	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 375 EA	1	EA	$	$
606.3530	Thrie Beam Guardrail - 250 LF or Less	1	LF	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3531	Thrie Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3532	Thrie Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3533	Thrie Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3540	Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3541	Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3542	Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3543	Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3544	Modified Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3545	Modified Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3546	Modified Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3547	Modified Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3550	6-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3551	6-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3552	6-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3553	6-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3560	6.5-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3561	6.5-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3562	6.5-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3563	6.5-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3570	6.75-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3571	6.75-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3572	6.75-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3573	6.75-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3580	8-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3581	8-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3582	8-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3583	8-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3610	6-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3611	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3612	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3613	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3620	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3621	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3622	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3623	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3630	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3631	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3632	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3633	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3640	8-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3641	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3642	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3643	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3650	Deck-Mounted Bridge Post - 50 EA or Less	1	EA	$	$
606.3651	Deck-Mounted Bridge Post - Greater than 50 EA to 100 EA	1	EA	$	$
606.3652	Deck-Mounted Bridge Post - Greater than 100 EA to 150 EA	1	EA	$	$
606.3653	Deck-Mounted Bridge Post - Greater than 150 EA	1	EA	$	$
606.3660	Type G Anchor Bock Assembly	1	EA	$	$
606.3661	Type G-1d Anchor Block Assembly	1	EA	$	$
606.7110	Terminal Section - Type MSKT-SP-MGS (TL-3)	1	EA	$	$
606.7120	Terminal Section - Type MSKT-SP-MGS (TL-2)	1	EA	$	$
606.7130	Terminal Section - Type Soft Stop Terminal (TL-3)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.7140	Terminal Section - Type Soft Stop Terminal (TL-2)	1	EA	$	$
606.7150	Terminal Section - MAX-Tension (TL-3)	1	EA	$	$
606.7151	Terminal Section - MAX-Tension (TL-2)	1	EA	$	$
606.7170	Terminal Section - Type A	1	EA	$	$
606.7180	Terminal Section - FLEAT 350	1	EA	$	$
606.7190	Terminal Section - SKT 350	1	EA	$	$
606.7200	W-Beam End Section (Rounded RWE03a)	1	EA	$	$
606.7300	Thrie Beam to W-Beam Transition Symmetrical Section	1	EA	$	$
606.7301	Thrie Beam to W-Beam Transition Asymmetrical Section	1	EA	$	$
606.7500	Trailing End-Anchorage System	1	EA	$	$
693.1000	QuadGuard System - Spare Parts - Type I Cartridge	1	EA	$	$
693.1001	QuadGuard System - Spare Parts - Type II Cartridge	1	EA	$	$
693.1002	QuadGuard System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.1003	QuadGuard System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.1004	QuadGuard System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$
693.1005	QuadGuard System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.1006	QuadGuard System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.1007	QuadGuard System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.1008	QuadGuard System - Spare Parts - First Diaphragm	1	EA	$	$
693.1009	QuadGuard System - Spare Parts - Diaphragm	1	EA	$	$
693.1010	QuadGuard System - Spare Parts - Backup-Tension Strut	1	EA	$	$
693.1011	QuadGuard System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.1012	QuadGuard System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2000	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 2Q	1	EA	$	$
693.2001	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 3Q	1	EA	$	$
693.2002	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 4Q	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.2003	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 5Q	1	EA	$	$
693.2004	QuadGuard LMC System - Spare Parts - Diaphragm Assembly	1	EA	$	$
693.2005	QuadGuard LMC System - Spare Parts - Nose Assembly	1	EA	$	$
693.2006	QuadGuard LMC System - Spare Parts - Fender Panel Assembly	1	EA	$	$
693.2007	QuadGuard LMC System - Spare Parts - Backup Assembly	1	EA	$	$
693.2008	QuadGuard LMC System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2009	QuadGuard LMC System - Spare Parts - Bay Assembly	1	EA	$	$
693.2010	QuadGuard LMC System - Spare Parts - Chain Assembly	1	EA	$	$
693.3000	QuadGuard M-10 System - Spare Parts - Type M-I Cartridge	1	EA	$	$
693.3001	QuadGuard M-10 System - Spare Parts - Type M-II Cartridge	1	EA	$	$
693.3002	QuadGuard M-10 System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$
693.3003	QuadGuard M-10 System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.3004	QuadGuard M-10 System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.3005	QuadGuard M-10 System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.3006	QuadGuard M-10 System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.3007	QuadGuard M-10 System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.3008	QuadGuard M-10 System - Spare Parts - First Diaphragm	1	EA	$	$
693.3009	QuadGuard M-10 System - Spare Parts - Diaphragm	1	EA	$	$
693.3010	QuadGuard M-10 System - Spare Parts - Backup - Tension Strut	1	EA	$	$
693.3011	QuadGuard M-10 System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.3012	QuadGuard M-10 System - Spare Parts - Monorail Assembly	1	EA	$	$
693.3013	QuadGuard M-10 System - Spare Parts - Hinge	1	EA	$	$
693.4000	TAU-II Crash Cushion System - Front Support	1	EA	$	$
693.4001	TAU-II Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.4002	TAU-II Crash Cushion System - Compact Backstop	1	EA	$	$
693.4003	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type A	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4004	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type B	1	EA	$	$
693.4005	TAU-II Crash Cushion System - Anchoring Package, Compact Backstop	1	EA	$	$
693.4006	TAU-II Crash Cushion System - Front Support Leg	1	EA	$	$
693.4007	TAU-II Crash Cushion System - Compact Cable	1	EA	$	$
693.4008	TAU-II Crash Cushion System - Cable Guide Assembly	1	EA	$	$
693.4009	TAU-II Crash Cushion System - Sliding Panel	1	EA	$	$
693.4010	TAU-II Crash Cushion System - Sliding Bolt	1	EA	$	$
693.4011	TAU-II Crash Cushion System - End Panel	1	EA	$	$
693.4012	TAU-II Crash Cushion System - Pipe Panel Mount	1	EA	$	$
693.4013	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$	$
693.4014	TAU-II Crash Cushion System - Front Cable Anchor	1	EA	$	$
693.4015	TAU-II Crash Cushion System - Nose Piece	1	EA	$	$
693.4016	TAU-II Crash Cushion System - Extra Thick Flat, Washer SS	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4017	TAU-II Crash Cushion System - Hex Bolt or Hex Nut, SS-20MM x 50MM	1	EA	$	$
693.4018	TAU-II Crash Cushion System - Washer, SS	1	EA	$	$
693.4019	TAU-II Crash Cushion System - Hex Nut, SS-20MM	1	EA	$	$
693.4020	TAU-II Crash Cushion System - Fender Washer, SS-20MM x 50MM	1	EA	$	$
693.5000	TAU-M Crash Cushion System - Front Support	1	EA	$	$
693.5001	TAU-M Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.5002	TAU-M Crash Cushion System - Compact Backstop	1	EA	$	$
693.5003	TAU-M Crash Cushion System - Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$	$
693.5004	TAU-M Crash Cushion System - Galvanized Cable Anchor, TAU-M Parallel	1	EA	$	$
693.5005	TAU-M Crash Cushion System - Cable Assembly, 7 Bay, TAU-M	1	EA	$	$
693.5006	TAU-M Crash Cushion System - Cable Assembly, 4 Bay, TAU-M	1	EA	$	$
693.5007	TAU-M Crash Cushion System - Sliding Panel, Galvanized, TAU-M	1	EA	$	$
693.5008	TAU-M Crash Cushion System - End Panel Mount	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5009	TAU-M Crash Cushion System - End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$	$
693.5010	TAU-M Crash Cushion System - TAU-II Front Support Leg Kit	1	EA	$	$
693.5011	TAU-M Crash Cushion System - Cable Guide Kit, TAU-M	1	EA	$	$
693.5012	TAU-M Crash Cushion System - Slider TAU-M Kit	1	EA	$	$
693.5013	TAU-M Crash Cushion System - Tow Hook Kit, TAU-M	1	EA	$	$
693.5014	TAU-M Crash Cushion System - Tether Kit, TAU-M	1	EA	$	$
693.5015	TAU-M Crash Cushion System - End Panel HW Kit, TAU-M	1	EA	$	$
693.5016	TAU-M Crash Cushion System - Delineation HW Kit, TAU-M	1	EA	$	$
693.5017	TAU-M Crash Cushion System - Concrete Anchor Hardware Kit, TAU-M	1	EA	$	$
693.5018	TAU-M Crash Cushion System - Asphalt Hardware Kit	1	EA	$	$
693.5019	TAU-M Crash Cushion System - Crossmember, Galvanized	1	EA	$	$
693.5020	TAU-M Crash Cushion System - Backstop Brace, Right Hand, Galvanized	1	EA	$	$
693.5021	TAU-M Crash Cushion System - Backstop Brace, Left Hand, Galvanized	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5022	TAU-M Crash Cushion System - Rear Plate, Galvanized	1	EA	$	$
693.5023	TAU-M Crash Cushion System - Tie Channel, Galvanized	1	EA	$	$
693.5024	TAU-M Crash Cushion System - Slider Shim, Geomet, TAU-M	1	EA	$	$
693.6000	SCI Smart Cushion - Concrete Anchor Kit	1	EA	$	$
693.6001	SCI Smart Cushion - Asphalt Anchor Kit	1	EA	$	$
693.6002	SCI Smart Cushion - Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$	$
693.6003	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$	$
693.6004	SCI Smart Cushion - Bolt Front Stop	1	EA	$	$
693.6005	SCI Smart Cushion - Bolt Shear	1	EA	$	$
693.6006	SCI Smart Cushion - Bolt Terminal Brace	1	EA	$	$
693.6007	SCI Smart Cushion - Bolt Terminal	1	EA	$	$
693.6008	SCI Smart Cushion - Strap Cylinder (TL2 or TL3)	1	EA	$	$
693.6009	SCI Smart Cushion - Keeper Side #3 (Sled Panels)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6010	SCI Smart Cushion - Keeper Side #1 (Side Panels)	1	EA	$	$
693.6011	SCI Smart Cushion - Keeper Side #2 (Rear Panels)	1	EA	$	$
693.6012	SCI Smart Cushion - Panel Delineator	1	EA	$	$
693.6013	SCI Smart Cushion - Panel Side	1	EA	$	$
693.6014	SCI Smart Cushion - Panel Sled	1	EA	$	$
693.6015	SCI Smart Cushion - Panel Rear	1	EA	$	$
693.6016	SCI Smart Cushion - Sled	1	EA	$	$
693.6017	SCI Smart Cushion - Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$	$
693.6018	SCI Smart Cushion - Boot Cylinder	1	EA	$	$
693.6019	SCI Smart Cushion - Reset Parts Kit	1	EA	$	$
693.6020	SCI Smart Cushion - Anchor Drop In	1	EA	$	$
693.6021	SCI Smart Cushion - Pin Anti-Rotation Front	1	EA	$	$
693.6022	SCI Smart Cushion - Pin Anti-Rotation Rear	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6023	SCI Smart Cushion - Plate Sheave Cover	1	EA	$	$
693.6024	SCI Smart Cushion - PWB02 Block Out	1	EA	$	$
693.6025	SCI Smart Cushion - Hole Bush-Nylon	1	EA	$	$
693.6026	SCI Smart Cushion - SCI Debris Hood Assembly - DH3	1	EA	$	$
693.6027	SCI Smart Cushion - Fiberglass Stay Kit for Debris Hood - DH3	1	EA	$	$
693.6028	SCI Smart Cushion - Transition Jersey Barrier - Left or Right	1	EA	$	$
693.6029	SCI Smart Cushion - Thrie & W-Beam - Left or Right	1	EA	$	$
693.6030	SCI Smart Cushion - Transition W-Beam - Left or Right	1	EA	$	$
693.6031	SCI Smart Cushion - Transition Assembly 30" Concrete Outside Connection	1	EA	$	$
693.6032	SCI Smart Cushion - Transition Assembly 30" Concrete Straight Connection	1	EA	$	$
693.6033	SCI Smart Cushion - Transition Assembly 36" Concrete Outside Connection	1	EA	$	$
693.6034	SCI Smart Cushion - Transition Assembly 36" Concrete Straight Connection	1	EA	$	$
693.6035	SCI Smart Cushion - Gore to End of Flared Transition	1	EA	$	$

PROPOSAL SCHEDULE -AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6036	SCI Smart Cushion - Thrie Beam Concrete Leg Brace	1	EA	$	$
693.6037	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$	$
693.6038	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$	$
693.6039	SCI Smart Cushion - 24-26 9/32" Wide Median Barrier - Left or Right	1	EA	$	$
693.6040	SCI Smart Cushion - Rub Rail Median Barrier - Left or Right	1	EA	$	$
693.6041	SCI Smart Cushion - Transition Concrete Spanner Brace	1	EA	$	$
693.6042	SCI Smart Cushion - Steel Blockout	1	EA	$	$
694.1000	Inertial Barrier System - Module - 200 lbs.	1	EA	$	$
694.1001	Inertial Barrier System - Module - 400 lbs.	1	EA	$	$
694.1002	Inertial Barrier System - Module - 700 lbs.	1	EA	$	$
694.1003	Inertial Barrier System - Module - 1,400 lbs.	1	EA	$	$
694.1004	Inertial Barrier System - Module - 2,100 lbs.	1	EA	$	$

SUM OF ALL ITEMS - AREA 1 ..... $

Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid,

PREFERENCES FOR AREA 2

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

A. HAWAII PRODUCTS PREFERENCE

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

B. APPRENTICESHIP PROGRAMS PREFERENCE

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

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

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

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

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3510	W-Beam Guardrail - 250 LF or Less	1	LF	$	$
606.3511	W-Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3512	W-Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3513	W-Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3514	Midwest Guardrail System - 250 LF or Less	1	LF	$	$
606.3515	Midwest Guardrail System - Greater than 250 LF to 500 LF	1	LF	$	$
606.3516	Midwest Guardrail System - Greater than 500 LF to 750 LF	1	LF	$	$
606.3517	Midwest Guardrail System - Greater than 750 LF	1	LF	$	$
606.3520	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - 125 EA or Less	1	EA	$	$
606.3521	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 125 EA to 250 EA	1	EA	$	$
606.3522	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 250 EA to 375 EA	1	EA	$	$
606.3523	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 375 EA	1	EA	$	$
606.3530	Thrie Beam Guardrail - 250 LF or Less	1	LF	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3531	Thrie Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3532	Thrie Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3533	Thrie Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3540	Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3541	Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3542	Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3543	Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3544	Modified Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3545	Modified Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3546	Modified Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3547	Modified Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3550	6-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3551	6-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3552	6-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3553	6-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3560	6.5-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3561	6.5-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3562	6.5-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3563	6.5-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3570	6.75-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3571	6.75-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3572	6.75-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3573	6.75-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3580	8-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3581	8-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3582	8-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3583	8-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3610	6-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3611	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3612	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3613	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3620	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3621	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3622	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3623	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3630	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3631	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3632	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3633	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3640	8-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3641	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3642	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3643	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3650	Deck-Mounted Bridge Post - 50 EA or Less	1	EA	$	$
606.3651	Deck-Mounted Bridge Post - Greater than 50 EA to 100 EA	1	EA	$	$
606.3652	Deck-Mounted Bridge Post - Greater than 100 EA to 150 EA	1	EA	$	$
606.3653	Deck-Mounted Bridge Post - Greater than 150 EA	1	EA	$	$
606.3660	Type G Anchor Bock Assembly	1	EA	$	$
606.3661	Type G-1d Anchor Block Assembly	1	EA	$	$
606.7110	Terminal Section - Type MSKT-SP-MGS (TL-3)	1	EA	$	$
606.7120	Terminal Section - Type MSKT-SP-MGS (TL-2)	1	EA	$	$
606.7130	Terminal Section - Type Soft Stop Terminal (TL-3)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.7140	Terminal Section - Type Soft Stop Terminal (TL-2)	1	EA	$	$
606.7150	Terminal Section - MAX-Tension (TL-3)	1	EA	$	$
606.7151	Terminal Section - MAX-Tension (TL-2)	1	EA	$	$
606.7170	Terminal Section - Type A	1	EA	$	$
606.7180	Terminal Section - FLEAT 350	1	EA	$	$
606.7190	Terminal Section - SKT 350	1	EA	$	$
606.7200	W-Beam End Section (Rounded RWE03a)	1	EA	$	$
606.7300	Thrie Beam to W-Beam Transition Symmetrical Section	1	EA	$	$
606.7301	Thrie Beam to W-Beam Transition Asymmetrical Section	1	EA	$	$
606.7500	Trailing End-Anchorage System	1	EA	$	$
693.1000	QuadGuard System - Spare Parts - Type I Cartridge	1	EA	$	$
693.1001	QuadGuard System - Spare Parts - Type II Cartridge	1	EA	$	$
693.1002	QuadGuard System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.1003	QuadGuard System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.1004	QuadGuard System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$
693.1005	QuadGuard System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.1006	QuadGuard System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.1007	QuadGuard System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.1008	QuadGuard System - Spare Parts - First Diaphragm	1	EA	$	$
693.1009	QuadGuard System - Spare Parts - Diaphragm	1	EA	$	$
693.1010	QuadGuard System - Spare Parts - Backup-Tension Strut	1	EA	$	$
693.1011	QuadGuard System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.1012	QuadGuard System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2000	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 2Q	1	EA	$	$
693.2001	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 3Q	1	EA	$	$
693.2002	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 4Q	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.2003	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 5Q	1	EA	$	$
693.2004	QuadGuard LMC System - Spare Parts - Diaphragm Assembly	1	EA	$	$
693.2005	QuadGuard LMC System - Spare Parts - Nose Assembly	1	EA	$	$
693.2006	QuadGuard LMC System - Spare Parts - Fender Panel Assembly	1	EA	$	$
693.2007	QuadGuard LMC System - Spare Parts - Backup Assembly	1	EA	$	$
693.2008	QuadGuard LMC System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2009	QuadGuard LMC System - Spare Parts - Bay Assembly	1	EA	$	$
693.2010	QuadGuard LMC System - Spare Parts - Chain Assembly	1	EA	$	$
693.3000	QuadGuard M-10 System - Spare Parts - Type M-I Cartridge	1	EA	$	$
693.3001	QuadGuard M-10 System - Spare Parts - Type M-II Cartridge	1	EA	$	$
693.3002	QuadGuard M-10 System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$
693.3003	QuadGuard M-10 System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.3004	QuadGuard M-10 System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.3005	QuadGuard M-10 System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.3006	QuadGuard M-10 System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.3007	QuadGuard M-10 System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.3008	QuadGuard M-10 System - Spare Parts - First Diaphragm	1	EA	$	$
693.3009	QuadGuard M-10 System - Spare Parts - Diaphragm	1	EA	$	$
693.3010	QuadGuard M-10 System - Spare Parts - Backup - Tension Strut	1	EA	$	$
693.3011	QuadGuard M-10 System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.3012	QuadGuard M-10 System - Spare Parts - Monorail Assembly	1	EA	$	$
693.3013	QuadGuard M-10 System - Spare Parts - Hinge	1	EA	$	$
693.4000	TAU-II Crash Cushion System - Front Support	1	EA	$	$
693.4001	TAU-II Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.4002	TAU-II Crash Cushion System - Compact Backstop	1	EA	$	$
693.4003	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type A	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4004	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type B	1	EA	$	$
693.4005	TAU-II Crash Cushion System - Anchoring Package, Compact Backstop	1	EA	$	$
693.4006	TAU-II Crash Cushion System - Front Support Leg	1	EA	$	$
693.4007	TAU-II Crash Cushion System - Compact Cable	1	EA	$	$
693.4008	TAU-II Crash Cushion System - Cable Guide Assembly	1	EA	$	$
693.4009	TAU-II Crash Cushion System - Sliding Panel	1	EA	$	$
693.4010	TAU-II Crash Cushion System - Sliding Bolt	1	EA	$	$
693.4011	TAU-II Crash Cushion System - End Panel	1	EA	$	$
693.4012	TAU-II Crash Cushion System - Pipe Panel Mount	1	EA	$	$
693.4013	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$	$
693.4014	TAU-II Crash Cushion System - Front Cable Anchor	1	EA	$	$
693.4015	TAU-II Crash Cushion System - Nose Piece	1	EA	$	$
693.4016	TAU-II Crash Cushion System - Extra Thick Flat, Washer SS	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4017	TAU-II Crash Cushion System - Hex Bolt or Hex Nut, SS-20MM x 50MM	1	EA	$	$
693.4018	TAU-II Crash Cushion System - Washer, SS	1	EA	$	$
693.4019	TAU-II Crash Cushion System - Hex Nut, SS-20MM	1	EA	$	$
693.4020	TAU-II Crash Cushion System - Fender Washer, SS-20MM x 50MM	1	EA	$	$
693.5000	TAU-M Crash Cushion System - Front Support	1	EA	$	$
693.5001	TAU-M Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.5002	TAU-M Crash Cushion System - Compact Backstop	1	EA	$	$
693.5003	TAU-M Crash Cushion System - Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$	$
693.5004	TAU-M Crash Cushion System - Galvanized Cable Anchor, TAU-M Parallel	1	EA	$	$
693.5005	TAU-M Crash Cushion System - Cable Assembly, 7 Bay, TAU-M	1	EA	$	$
693.5006	TAU-M Crash Cushion System - Cable Assembly, 4 Bay, TAU-M	1	EA	$	$
693.5007	TAU-M Crash Cushion System - Sliding Panel, Galvanized, TAU-M	1	EA	$	$
693.5008	TAU-M Crash Cushion System - End Panel Mount	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5009	TAU-M Crash Cushion System - End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$	$
693.5010	TAU-M Crash Cushion System - TAU-II Front Support Leg Kit	1	EA	$	$
693.5011	TAU-M Crash Cushion System - Cable Guide Kit, TAU-M	1	EA	$	$
693.5012	TAU-M Crash Cushion System - Slider TAU-M Kit	1	EA	$	$
693.5013	TAU-M Crash Cushion System - Tow Hook Kit, TAU-M	1	EA	$	$
693.5014	TAU-M Crash Cushion System - Tether Kit, TAU-M	1	EA	$	$
693.5015	TAU-M Crash Cushion System - End Panel HW Kit, TAU-M	1	EA	$	$
693.5016	TAU-M Crash Cushion System - Delineation HW Kit, TAU-M	1	EA	$	$
693.5017	TAU-M Crash Cushion System - Concrete Anchor Hardware Kit, TAU-M	1	EA	$	$
693.5018	TAU-M Crash Cushion System - Asphalt Hardware Kit	1	EA	$	$
693.5019	TAU-M Crash Cushion System - Crossmember, Galvanized	1	EA	$	$
693.5020	TAU-M Crash Cushion System - Backstop Brace, Right Hand, Galvanized	1	EA	$	$
693.5021	TAU-M Crash Cushion System - Backstop Brace, Left Hand, Galvanized	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5022	TAU-M Crash Cushion System - Rear Plate, Galvanized	1	EA	$	$
693.5023	TAU-M Crash Cushion System - Tie Channel, Galvanized	1	EA	$	$
693.5024	TAU-M Crash Cushion System - Slider Shim, Geomet, TAU-M	1	EA	$	$
693.6000	SCI Smart Cushion - Concrete Anchor Kit	1	EA	$	$
693.6001	SCI Smart Cushion - Asphalt Anchor Kit	1	EA	$	$
693.6002	SCI Smart Cushion - Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$	$
693.6003	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$	$
693.6004	SCI Smart Cushion - Bolt Front Stop	1	EA	$	$
693.6005	SCI Smart Cushion - Bolt Shear	1	EA	$	$
693.6006	SCI Smart Cushion - Bolt Terminal Brace	1	EA	$	$
693.6007	SCI Smart Cushion - Bolt Terminal	1	EA	$	$
693.6008	SCI Smart Cushion - Strap Cylinder (TL2 or TL3)	1	EA	$	$
693.6009	SCI Smart Cushion - Keeper Side #3 (Sled Panels)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6010	SCI Smart Cushion - Keeper Side #1 (Side Panels)	1	EA	$	$
693.6011	SCI Smart Cushion - Keeper Side #2 (Rear Panels)	1	EA	$	$
693.6012	SCI Smart Cushion - Panel Delineator	1	EA	$	$
693.6013	SCI Smart Cushion - Panel Side	1	EA	$	$
693.6014	SCI Smart Cushion - Panel Sled	1	EA	$	$
693.6015	SCI Smart Cushion - Panel Rear	1	EA	$	$
693.6016	SCI Smart Cushion - Sled	1	EA	$	$
693.6017	SCI Smart Cushion - Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$	$
693.6018	SCI Smart Cushion - Boot Cylinder	1	EA	$	$
693.6019	SCI Smart Cushion - Reset Parts Kit	1	EA	$	$
693.6020	SCI Smart Cushion - Anchor Drop In	1	EA	$	$
693.6021	SCI Smart Cushion - Pin Anti-Rotation Front	1	EA	$	$
693.6022	SCI Smart Cushion - Pin Anti-Rotation Rear	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6023	SCI Smart Cushion - Plate Sheave Cover	1	EA	$	$
693.6024	SCI Smart Cushion - PWB02 Block Out	1	EA	$	$
693.6025	SCI Smart Cushion - Hole Bush-Nylon	1	EA	$	$
693.6026	SCI Smart Cushion - SCI Debris Hood Assembly - DH3	1	EA	$	$
693.6027	SCI Smart Cushion - Fiberglass Stay Kit for Debris Hood - DH3	1	EA	$	$
693.6028	SCI Smart Cushion - Transition Jersey Barrier - Left or Right	1	EA	$	$
693.6029	SCI Smart Cushion - Thrie & W-Beam - Left or Right	1	EA	$	$
693.6030	SCI Smart Cushion - Transition W-Beam - Left or Right	1	EA	$	$
693.6031	SCI Smart Cushion - Transition Assembly 30" Concrete Outside Connection	1	EA	$	$
693.6032	SCI Smart Cushion - Transition Assembly 30" Concrete Straight Connection	1	EA	$	$
693.6033	SCI Smart Cushion - Transition Assembly 36" Concrete Outside Connection	1	EA	$	$
693.6034	SCI Smart Cushion - Transition Assembly 36" Concrete Straight Connection	1	EA	$	$
693.6035	SCI Smart Cushion - Gore to End of Flared Transition	1	EA	$	$

PROPOSAL SCHEDULE -AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6036	SCI Smart Cushion - Thrie Beam Concrete Leg Brace	1	EA	$	$
693.6037	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$	$
693.6038	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$	$
693.6039	SCI Smart Cushion - 24-26 9/32" Wide Median Barrier - Left or Right	1	EA	$	$
693.6040	SCI Smart Cushion - Rub Rail Median Barrier - Left or Right	1	EA	$	$
693.6041	SCI Smart Cushion - Transition Concrete Spanner Brace	1	EA	$	$
693.6042	SCI Smart Cushion - Steel Blockout	1	EA	$	$
694.1000	Inertial Barrier System - Module - 200 lbs.	1	EA	$	$
694.1001	Inertial Barrier System - Module - 400 lbs.	1	EA	$	$
694.1002	Inertial Barrier System - Module - 700 lbs.	1	EA	$	$
694.1003	Inertial Barrier System - Module - 1,400 lbs.	1	EA	$	$
694.1004	Inertial Barrier System - Module - 2,100 lbs.	1	EA	$	$

SUM OF ALL ITEMS - AREA 2 ..... $

Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid,

PREFERENCES FOR AREA 3

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

A. HAWAII PRODUCTS PREFERENCE

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

B. APPRENTICESHIP PROGRAMS PREFERENCE

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

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

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

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

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3510	W-Beam Guardrail - 250 LF or Less	1	LF	$	$
606.3511	W-Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3512	W-Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3513	W-Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3514	Midwest Guardrail System - 250 LF or Less	1	LF	$	$
606.3515	Midwest Guardrail System - Greater than 250 LF to 500 LF	1	LF	$	$
606.3516	Midwest Guardrail System - Greater than 500 LF to 750 LF	1	LF	$	$
606.3517	Midwest Guardrail System - Greater than 750 LF	1	LF	$	$
606.3520	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - 125 EA or Less	1	EA	$	$
606.3521	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 125 EA to 250 EA	1	EA	$	$
606.3522	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 250 EA to 375 EA	1	EA	$	$
606.3523	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 375 EA	1	EA	$	$
606.3530	Thrie Beam Guardrail - 250 LF or Less	1	LF	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3531	Thrie Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3532	Thrie Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3533	Thrie Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3540	Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3541	Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3542	Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3543	Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3544	Modified Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3545	Modified Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3546	Modified Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3547	Modified Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3550	6-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3551	6-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3552	6-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3553	6-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3560	6.5-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3561	6.5-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3562	6.5-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3563	6.5-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3570	6.75-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3571	6.75-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3572	6.75-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3573	6.75-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3580	8-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3581	8-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3582	8-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3583	8-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3610	6-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3611	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3612	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3613	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3620	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3621	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3622	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3623	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3630	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3631	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3632	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3633	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3640	8-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3641	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3642	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3643	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3650	Deck-Mounted Bridge Post - 50 EA or Less	1	EA	$	$
606.3651	Deck-Mounted Bridge Post - Greater than 50 EA to 100 EA	1	EA	$	$
606.3652	Deck-Mounted Bridge Post - Greater than 100 EA to 150 EA	1	EA	$	$
606.3653	Deck-Mounted Bridge Post - Greater than 150 EA	1	EA	$	$
606.3660	Type G Anchor Bock Assembly	1	EA	$	$
606.3661	Type G-1d Anchor Block Assembly	1	EA	$	$
606.7110	Terminal Section - Type MSKT-SP-MGS (TL-3)	1	EA	$	$
606.7120	Terminal Section - Type MSKT-SP-MGS (TL-2)	1	EA	$	$
606.7130	Terminal Section - Type Soft Stop Terminal (TL-3)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.7140	Terminal Section - Type Soft Stop Terminal (TL-2)	1	EA	$	$
606.7150	Terminal Section - MAX-Tension (TL-3)	1	EA	$	$
606.7151	Terminal Section - MAX-Tension (TL-2)	1	EA	$	$
606.7170	Terminal Section - Type A	1	EA	$	$
606.7180	Terminal Section - FLEAT 350	1	EA	$	$
606.7190	Terminal Section - SKT 350	1	EA	$	$
606.7200	W-Beam End Section (Rounded RWE03a)	1	EA	$	$
606.7300	Thrie Beam to W-Beam Transition Symmetrical Section	1	EA	$	$
606.7301	Thrie Beam to W-Beam Transition Asymmetrical Section	1	EA	$	$
606.7500	Trailing End-Anchorage System	1	EA	$	$
693.1000	QuadGuard System - Spare Parts - Type I Cartridge	1	EA	$	$
693.1001	QuadGuard System - Spare Parts - Type II Cartridge	1	EA	$	$
693.1002	QuadGuard System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.1003	QuadGuard System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.1004	QuadGuard System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$
693.1005	QuadGuard System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.1006	QuadGuard System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.1007	QuadGuard System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.1008	QuadGuard System - Spare Parts - First Diaphragm	1	EA	$	$
693.1009	QuadGuard System - Spare Parts - Diaphragm	1	EA	$	$
693.1010	QuadGuard System - Spare Parts - Backup-Tension Strut	1	EA	$	$
693.1011	QuadGuard System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.1012	QuadGuard System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2000	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 2Q	1	EA	$	$
693.2001	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 3Q	1	EA	$	$
693.2002	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 4Q	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.2003	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 5Q	1	EA	$	$
693.2004	QuadGuard LMC System - Spare Parts - Diaphragm Assembly	1	EA	$	$
693.2005	QuadGuard LMC System - Spare Parts - Nose Assembly	1	EA	$	$
693.2006	QuadGuard LMC System - Spare Parts - Fender Panel Assembly	1	EA	$	$
693.2007	QuadGuard LMC System - Spare Parts - Backup Assembly	1	EA	$	$
693.2008	QuadGuard LMC System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2009	QuadGuard LMC System - Spare Parts - Bay Assembly	1	EA	$	$
693.2010	QuadGuard LMC System - Spare Parts - Chain Assembly	1	EA	$	$
693.3000	QuadGuard M-10 System - Spare Parts - Type M-I Cartridge	1	EA	$	$
693.3001	QuadGuard M-10 System - Spare Parts - Type M-II Cartridge	1	EA	$	$
693.3002	QuadGuard M-10 System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$
693.3003	QuadGuard M-10 System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.3004	QuadGuard M-10 System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.3005	QuadGuard M-10 System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.3006	QuadGuard M-10 System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.3007	QuadGuard M-10 System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.3008	QuadGuard M-10 System - Spare Parts - First Diaphragm	1	EA	$	$
693.3009	QuadGuard M-10 System - Spare Parts - Diaphragm	1	EA	$	$
693.3010	QuadGuard M-10 System - Spare Parts - Backup - Tension Strut	1	EA	$	$
693.3011	QuadGuard M-10 System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.3012	QuadGuard M-10 System - Spare Parts - Monorail Assembly	1	EA	$	$
693.3013	QuadGuard M-10 System - Spare Parts - Hinge	1	EA	$	$
693.4000	TAU-II Crash Cushion System - Front Support	1	EA	$	$
693.4001	TAU-II Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.4002	TAU-II Crash Cushion System - Compact Backstop	1	EA	$	$
693.4003	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type A	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4004	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type B	1	EA	$	$
693.4005	TAU-II Crash Cushion System - Anchoring Package, Compact Backstop	1	EA	$	$
693.4006	TAU-II Crash Cushion System - Front Support Leg	1	EA	$	$
693.4007	TAU-II Crash Cushion System - Compact Cable	1	EA	$	$
693.4008	TAU-II Crash Cushion System - Cable Guide Assembly	1	EA	$	$
693.4009	TAU-II Crash Cushion System - Sliding Panel	1	EA	$	$
693.4010	TAU-II Crash Cushion System - Sliding Bolt	1	EA	$	$
693.4011	TAU-II Crash Cushion System - End Panel	1	EA	$	$
693.4012	TAU-II Crash Cushion System - Pipe Panel Mount	1	EA	$	$
693.4013	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$	$
693.4014	TAU-II Crash Cushion System - Front Cable Anchor	1	EA	$	$
693.4015	TAU-II Crash Cushion System - Nose Piece	1	EA	$	$
693.4016	TAU-II Crash Cushion System - Extra Thick Flat, Washer SS	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4017	TAU-II Crash Cushion System - Hex Bolt or Hex Nut, SS-20MM x 50MM	1	EA	$	$
693.4018	TAU-II Crash Cushion System - Washer, SS	1	EA	$	$
693.4019	TAU-II Crash Cushion System - Hex Nut, SS-20MM	1	EA	$	$
693.4020	TAU-II Crash Cushion System - Fender Washer, SS-20MM x 50MM	1	EA	$	$
693.5000	TAU-M Crash Cushion System - Front Support	1	EA	$	$
693.5001	TAU-M Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.5002	TAU-M Crash Cushion System - Compact Backstop	1	EA	$	$
693.5003	TAU-M Crash Cushion System - Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$	$
693.5004	TAU-M Crash Cushion System - Galvanized Cable Anchor, TAU-M Parallel	1	EA	$	$
693.5005	TAU-M Crash Cushion System - Cable Assembly, 7 Bay, TAU-M	1	EA	$	$
693.5006	TAU-M Crash Cushion System - Cable Assembly, 4 Bay, TAU-M	1	EA	$	$
693.5007	TAU-M Crash Cushion System - Sliding Panel, Galvanized, TAU-M	1	EA	$	$
693.5008	TAU-M Crash Cushion System - End Panel Mount	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5009	TAU-M Crash Cushion System - End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$	$
693.5010	TAU-M Crash Cushion System - TAU-II Front Support Leg Kit	1	EA	$	$
693.5011	TAU-M Crash Cushion System - Cable Guide Kit, TAU-M	1	EA	$	$
693.5012	TAU-M Crash Cushion System - Slider TAU-M Kit	1	EA	$	$
693.5013	TAU-M Crash Cushion System - Tow Hook Kit, TAU-M	1	EA	$	$
693.5014	TAU-M Crash Cushion System - Tether Kit, TAU-M	1	EA	$	$
693.5015	TAU-M Crash Cushion System - End Panel HW Kit, TAU-M	1	EA	$	$
693.5016	TAU-M Crash Cushion System - Delineation HW Kit, TAU-M	1	EA	$	$
693.5017	TAU-M Crash Cushion System - Concrete Anchor Hardware Kit, TAU-M	1	EA	$	$
693.5018	TAU-M Crash Cushion System - Asphalt Hardware Kit	1	EA	$	$
693.5019	TAU-M Crash Cushion System - Crossmember, Galvanized	1	EA	$	$
693.5020	TAU-M Crash Cushion System - Backstop Brace, Right Hand, Galvanized	1	EA	$	$
693.5021	TAU-M Crash Cushion System - Backstop Brace, Left Hand, Galvanized	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5022	TAU-M Crash Cushion System - Rear Plate, Galvanized	1	EA	$	$
693.5023	TAU-M Crash Cushion System - Tie Channel, Galvanized	1	EA	$	$
693.5024	TAU-M Crash Cushion System - Slider Shim, Geomet, TAU-M	1	EA	$	$
693.6000	SCI Smart Cushion - Concrete Anchor Kit	1	EA	$	$
693.6001	SCI Smart Cushion - Asphalt Anchor Kit	1	EA	$	$
693.6002	SCI Smart Cushion - Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$	$
693.6003	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$	$
693.6004	SCI Smart Cushion - Bolt Front Stop	1	EA	$	$
693.6005	SCI Smart Cushion - Bolt Shear	1	EA	$	$
693.6006	SCI Smart Cushion - Bolt Terminal Brace	1	EA	$	$
693.6007	SCI Smart Cushion - Bolt Terminal	1	EA	$	$
693.6008	SCI Smart Cushion - Strap Cylinder (TL2 or TL3)	1	EA	$	$
693.6009	SCI Smart Cushion - Keeper Side #3 (Sled Panels)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6010	SCI Smart Cushion - Keeper Side #1 (Side Panels)	1	EA	$	$
693.6011	SCI Smart Cushion - Keeper Side #2 (Rear Panels)	1	EA	$	$
693.6012	SCI Smart Cushion - Panel Delineator	1	EA	$	$
693.6013	SCI Smart Cushion - Panel Side	1	EA	$	$
693.6014	SCI Smart Cushion - Panel Sled	1	EA	$	$
693.6015	SCI Smart Cushion - Panel Rear	1	EA	$	$
693.6016	SCI Smart Cushion - Sled	1	EA	$	$
693.6017	SCI Smart Cushion - Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$	$
693.6018	SCI Smart Cushion - Boot Cylinder	1	EA	$	$
693.6019	SCI Smart Cushion - Reset Parts Kit	1	EA	$	$
693.6020	SCI Smart Cushion - Anchor Drop In	1	EA	$	$
693.6021	SCI Smart Cushion - Pin Anti-Rotation Front	1	EA	$	$
693.6022	SCI Smart Cushion - Pin Anti-Rotation Rear	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6023	SCI Smart Cushion - Plate Sheave Cover	1	EA	$	$
693.6024	SCI Smart Cushion - PWB02 Block Out	1	EA	$	$
693.6025	SCI Smart Cushion - Hole Bush-Nylon	1	EA	$	$
693.6026	SCI Smart Cushion - SCI Debris Hood Assembly - DH3	1	EA	$	$
693.6027	SCI Smart Cushion - Fiberglass Stay Kit for Debris Hood - DH3	1	EA	$	$
693.6028	SCI Smart Cushion - Transition Jersey Barrier - Left or Right	1	EA	$	$
693.6029	SCI Smart Cushion - Thrie & W-Beam - Left or Right	1	EA	$	$
693.6030	SCI Smart Cushion - Transition W-Beam - Left or Right	1	EA	$	$
693.6031	SCI Smart Cushion - Transition Assembly 30" Concrete Outside Connection	1	EA	$	$
693.6032	SCI Smart Cushion - Transition Assembly 30" Concrete Straight Connection	1	EA	$	$
693.6033	SCI Smart Cushion - Transition Assembly 36" Concrete Outside Connection	1	EA	$	$
693.6034	SCI Smart Cushion - Transition Assembly 36" Concrete Straight Connection	1	EA	$	$
693.6035	SCI Smart Cushion - Gore to End of Flared Transition	1	EA	$	$

PROPOSAL SCHEDULE -AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6036	SCI Smart Cushion - Thrie Beam Concrete Leg Brace	1	EA	$	$
693.6037	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$	$
693.6038	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$	$
693.6039	SCI Smart Cushion - 24-26 9/32" Wide Median Barrier - Left or Right	1	EA	$	$
693.6040	SCI Smart Cushion - Rub Rail Median Barrier - Left or Right	1	EA	$	$
693.6041	SCI Smart Cushion - Transition Concrete Spanner Brace	1	EA	$	$
693.6042	SCI Smart Cushion - Steel Blockout	1	EA	$	$
694.1000	Inertial Barrier System - Module - 200 lbs.	1	EA	$	$
694.1001	Inertial Barrier System - Module - 400 lbs.	1	EA	$	$
694.1002	Inertial Barrier System - Module - 700 lbs.	1	EA	$	$
694.1003	Inertial Barrier System - Module - 1,400 lbs.	1	EA	$	$
694.1004	Inertial Barrier System - Module - 2,100 lbs.	1	EA	$	$

SUM OF ALL ITEMS - AREA 3 ..... $

Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid,

PREFERENCES FOR AREA 4

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

A. HAWAII PRODUCTS PREFERENCE

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

B. APPRENTICESHIP PROGRAMS PREFERENCE

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

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

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

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

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3510	W-Beam Guardrail - 250 LF or Less	1	LF	$	$
606.3511	W-Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3512	W-Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3513	W-Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3514	Midwest Guardrail System - 250 LF or Less	1	LF	$	$
606.3515	Midwest Guardrail System - Greater than 250 LF to 500 LF	1	LF	$	$
606.3516	Midwest Guardrail System - Greater than 500 LF to 750 LF	1	LF	$	$
606.3517	Midwest Guardrail System - Greater than 750 LF	1	LF	$	$
606.3520	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - 125 EA or Less	1	EA	$	$
606.3521	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 125 EA to 250 EA	1	EA	$	$
606.3522	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 250 EA to 375 EA	1	EA	$	$
606.3523	Spacer Block for W-Beam Guardrail or Midwest Guardrail System - Greater than 375 EA	1	EA	$	$
606.3530	Thrie Beam Guardrail - 250 LF or Less	1	LF	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3531	Thrie Beam Guardrail - Greater than 250 LF to 500 LF	1	LF	$	$
606.3532	Thrie Beam Guardrail - Greater than 500 LF to 750 LF	1	LF	$	$
606.3533	Thrie Beam Guardrail - Greater than 750 LF	1	LF	$	$
606.3540	Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3541	Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3542	Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3543	Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3544	Modified Spacer Block for Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3545	Modified Spacer Block for Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3546	Modified Spacer Block for Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3547	Modified Spacer Block for Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3550	6-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3551	6-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3552	6-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3553	6-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3560	6.5-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3561	6.5-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3562	6.5-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3563	6.5-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3570	6.75-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3571	6.75-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3572	6.75-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3573	6.75-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3580	8-Foot W6x8.5 Post for Guardrail - 125 EA or Less	1	EA	$	$
606.3581	8-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3582	8-Foot W6x8.5 Post for Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3583	8-Foot W6x8.5 Post for Guardrail - Greater than 375 EA	1	EA	$	$
606.3610	6-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3611	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3612	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3613	6-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3620	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3621	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3622	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3623	6.5-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3630	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3631	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3632	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3633	6.75-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.3640	8-Foot W6x8.5 Post Thrie Beam Guardrail - 125 EA or Less	1	EA	$	$
606.3641	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 125 EA to 250 EA	1	EA	$	$
606.3642	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 250 EA to 375 EA	1	EA	$	$
606.3643	8-Foot W6x8.5 Post Thrie Beam Guardrail - Greater than 375 EA	1	EA	$	$
606.3650	Deck-Mounted Bridge Post - 50 EA or Less	1	EA	$	$
606.3651	Deck-Mounted Bridge Post - Greater than 50 EA to 100 EA	1	EA	$	$
606.3652	Deck-Mounted Bridge Post - Greater than 100 EA to 150 EA	1	EA	$	$
606.3653	Deck-Mounted Bridge Post - Greater than 150 EA	1	EA	$	$
606.3660	Type G Anchor Bock Assembly	1	EA	$	$
606.3661	Type G-1d Anchor Block Assembly	1	EA	$	$
606.7110	Terminal Section - Type MSKT-SP-MGS (TL-3)	1	EA	$	$
606.7120	Terminal Section - Type MSKT-SP-MGS (TL-2)	1	EA	$	$
606.7130	Terminal Section - Type Soft Stop Terminal (TL-3)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.7140	Terminal Section - Type Soft Stop Terminal (TL-2)	1	EA	$	$
606.7150	Terminal Section - MAX-Tension (TL-3)	1	EA	$	$
606.7151	Terminal Section - MAX-Tension (TL-2)	1	EA	$	$
606.7170	Terminal Section - Type A	1	EA	$	$
606.7180	Terminal Section - FLEAT 350	1	EA	$	$
606.7190	Terminal Section - SKT 350	1	EA	$	$
606.7200	W-Beam End Section (Rounded RWE03a)	1	EA	$	$
606.7300	Thrie Beam to W-Beam Transition Symmetrical Section	1	EA	$	$
606.7301	Thrie Beam to W-Beam Transition Asymmetrical Section	1	EA	$	$
606.7500	Trailing End-Anchorage System	1	EA	$	$
693.1000	QuadGuard System - Spare Parts - Type I Cartridge	1	EA	$	$
693.1001	QuadGuard System - Spare Parts - Type II Cartridge	1	EA	$	$
693.1002	QuadGuard System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.1003	QuadGuard System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.1004	QuadGuard System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$
693.1005	QuadGuard System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.1006	QuadGuard System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.1007	QuadGuard System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.1008	QuadGuard System - Spare Parts - First Diaphragm	1	EA	$	$
693.1009	QuadGuard System - Spare Parts - Diaphragm	1	EA	$	$
693.1010	QuadGuard System - Spare Parts - Backup-Tension Strut	1	EA	$	$
693.1011	QuadGuard System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.1012	QuadGuard System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2000	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 2Q	1	EA	$	$
693.2001	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 3Q	1	EA	$	$
693.2002	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 4Q	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.2003	QuadGuard LMC System - Spare Parts - Cylinder Assembly Type 5Q	1	EA	$	$
693.2004	QuadGuard LMC System - Spare Parts - Diaphragm Assembly	1	EA	$	$
693.2005	QuadGuard LMC System - Spare Parts - Nose Assembly	1	EA	$	$
693.2006	QuadGuard LMC System - Spare Parts - Fender Panel Assembly	1	EA	$	$
693.2007	QuadGuard LMC System - Spare Parts - Backup Assembly	1	EA	$	$
693.2008	QuadGuard LMC System - Spare Parts - Monorail Assembly	1	EA	$	$
693.2009	QuadGuard LMC System - Spare Parts - Bay Assembly	1	EA	$	$
693.2010	QuadGuard LMC System - Spare Parts - Chain Assembly	1	EA	$	$
693.3000	QuadGuard M-10 System - Spare Parts - Type M-I Cartridge	1	EA	$	$
693.3001	QuadGuard M-10 System - Spare Parts - Type M-II Cartridge	1	EA	$	$
693.3002	QuadGuard M-10 System - Spare Parts - Quad to Safety Shape Barrier Transition Panel	1	EA	$	$
693.3003	QuadGuard M-10 System - Spare Parts - Quad to Thrie Transition Panel	1	EA	$	$
693.3004	QuadGuard M-10 System - Spare Parts - Quad End Shoe Transition Panel	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.3005	QuadGuard M-10 System - Spare Parts - Quad Beam Fender Panel	1	EA	$	$
693.3006	QuadGuard M-10 System - Spare Parts - Mushroom Washer Assembly	1	EA	$	$
693.3007	QuadGuard M-10 System - Spare Parts - Nose Cover Assembly	1	EA	$	$
693.3008	QuadGuard M-10 System - Spare Parts - First Diaphragm	1	EA	$	$
693.3009	QuadGuard M-10 System - Spare Parts - Diaphragm	1	EA	$	$
693.3010	QuadGuard M-10 System - Spare Parts - Backup - Tension Strut	1	EA	$	$
693.3011	QuadGuard M-10 System - Spare Parts - MP-3 Anchor Kit	1	EA	$	$
693.3012	QuadGuard M-10 System - Spare Parts - Monorail Assembly	1	EA	$	$
693.3013	QuadGuard M-10 System - Spare Parts - Hinge	1	EA	$	$
693.4000	TAU-II Crash Cushion System - Front Support	1	EA	$	$
693.4001	TAU-II Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.4002	TAU-II Crash Cushion System - Compact Backstop	1	EA	$	$
693.4003	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type A	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4004	TAU-II Crash Cushion System - Energy Absorbing Cartridge, Type B	1	EA	$	$
693.4005	TAU-II Crash Cushion System - Anchoring Package, Compact Backstop	1	EA	$	$
693.4006	TAU-II Crash Cushion System - Front Support Leg	1	EA	$	$
693.4007	TAU-II Crash Cushion System - Compact Cable	1	EA	$	$
693.4008	TAU-II Crash Cushion System - Cable Guide Assembly	1	EA	$	$
693.4009	TAU-II Crash Cushion System - Sliding Panel	1	EA	$	$
693.4010	TAU-II Crash Cushion System - Sliding Bolt	1	EA	$	$
693.4011	TAU-II Crash Cushion System - End Panel	1	EA	$	$
693.4012	TAU-II Crash Cushion System - Pipe Panel Mount	1	EA	$	$
693.4013	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$	$
693.4014	TAU-II Crash Cushion System - Front Cable Anchor	1	EA	$	$
693.4015	TAU-II Crash Cushion System - Nose Piece	1	EA	$	$
693.4016	TAU-II Crash Cushion System - Extra Thick Flat, Washer SS	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4017	TAU-II Crash Cushion System - Hex Bolt or Hex Nut, SS-20MM x 50MM	1	EA	$	$
693.4018	TAU-II Crash Cushion System - Washer, SS	1	EA	$	$
693.4019	TAU-II Crash Cushion System - Hex Nut, SS-20MM	1	EA	$	$
693.4020	TAU-II Crash Cushion System - Fender Washer, SS-20MM x 50MM	1	EA	$	$
693.5000	TAU-M Crash Cushion System - Front Support	1	EA	$	$
693.5001	TAU-M Crash Cushion System - Middle Support Diaphragm	1	EA	$	$
693.5002	TAU-M Crash Cushion System - Compact Backstop	1	EA	$	$
693.5003	TAU-M Crash Cushion System - Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$	$
693.5004	TAU-M Crash Cushion System - Galvanized Cable Anchor, TAU-M Parallel	1	EA	$	$
693.5005	TAU-M Crash Cushion System - Cable Assembly, 7 Bay, TAU-M	1	EA	$	$
693.5006	TAU-M Crash Cushion System - Cable Assembly, 4 Bay, TAU-M	1	EA	$	$
693.5007	TAU-M Crash Cushion System - Sliding Panel, Galvanized, TAU-M	1	EA	$	$
693.5008	TAU-M Crash Cushion System - End Panel Mount	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5009	TAU-M Crash Cushion System - End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$	$
693.5010	TAU-M Crash Cushion System - TAU-II Front Support Leg Kit	1	EA	$	$
693.5011	TAU-M Crash Cushion System - Cable Guide Kit, TAU-M	1	EA	$	$
693.5012	TAU-M Crash Cushion System - Slider TAU-M Kit	1	EA	$	$
693.5013	TAU-M Crash Cushion System - Tow Hook Kit, TAU-M	1	EA	$	$
693.5014	TAU-M Crash Cushion System - Tether Kit, TAU-M	1	EA	$	$
693.5015	TAU-M Crash Cushion System - End Panel HW Kit, TAU-M	1	EA	$	$
693.5016	TAU-M Crash Cushion System - Delineation HW Kit, TAU-M	1	EA	$	$
693.5017	TAU-M Crash Cushion System - Concrete Anchor Hardware Kit, TAU-M	1	EA	$	$
693.5018	TAU-M Crash Cushion System - Asphalt Hardware Kit	1	EA	$	$
693.5019	TAU-M Crash Cushion System - Crossmember, Galvanized	1	EA	$	$
693.5020	TAU-M Crash Cushion System - Backstop Brace, Right Hand, Galvanized	1	EA	$	$
693.5021	TAU-M Crash Cushion System - Backstop Brace, Left Hand, Galvanized	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.5022	TAU-M Crash Cushion System - Rear Plate, Galvanized	1	EA	$	$
693.5023	TAU-M Crash Cushion System - Tie Channel, Galvanized	1	EA	$	$
693.5024	TAU-M Crash Cushion System - Slider Shim, Geomet, TAU-M	1	EA	$	$
693.6000	SCI Smart Cushion - Concrete Anchor Kit	1	EA	$	$
693.6001	SCI Smart Cushion - Asphalt Anchor Kit	1	EA	$	$
693.6002	SCI Smart Cushion - Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$	$
693.6003	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$	$
693.6004	SCI Smart Cushion - Bolt Front Stop	1	EA	$	$
693.6005	SCI Smart Cushion - Bolt Shear	1	EA	$	$
693.6006	SCI Smart Cushion - Bolt Terminal Brace	1	EA	$	$
693.6007	SCI Smart Cushion - Bolt Terminal	1	EA	$	$
693.6008	SCI Smart Cushion - Strap Cylinder (TL2 or TL3)	1	EA	$	$
693.6009	SCI Smart Cushion - Keeper Side #3 (Sled Panels)	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6010	SCI Smart Cushion - Keeper Side #1 (Side Panels)	1	EA	$	$
693.6011	SCI Smart Cushion - Keeper Side #2 (Rear Panels)	1	EA	$	$
693.6012	SCI Smart Cushion - Panel Delineator	1	EA	$	$
693.6013	SCI Smart Cushion - Panel Side	1	EA	$	$
693.6014	SCI Smart Cushion - Panel Sled	1	EA	$	$
693.6015	SCI Smart Cushion - Panel Rear	1	EA	$	$
693.6016	SCI Smart Cushion - Sled	1	EA	$	$
693.6017	SCI Smart Cushion - Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$	$
693.6018	SCI Smart Cushion - Boot Cylinder	1	EA	$	$
693.6019	SCI Smart Cushion - Reset Parts Kit	1	EA	$	$
693.6020	SCI Smart Cushion - Anchor Drop In	1	EA	$	$
693.6021	SCI Smart Cushion - Pin Anti-Rotation Front	1	EA	$	$
693.6022	SCI Smart Cushion - Pin Anti-Rotation Rear	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6023	SCI Smart Cushion - Plate Sheave Cover	1	EA	$	$
693.6024	SCI Smart Cushion - PWB02 Block Out	1	EA	$	$
693.6025	SCI Smart Cushion - Hole Bush-Nylon	1	EA	$	$
693.6026	SCI Smart Cushion - SCI Debris Hood Assembly - DH3	1	EA	$	$
693.6027	SCI Smart Cushion - Fiberglass Stay Kit for Debris Hood - DH3	1	EA	$	$
693.6028	SCI Smart Cushion - Transition Jersey Barrier - Left or Right	1	EA	$	$
693.6029	SCI Smart Cushion - Thrie & W-Beam - Left or Right	1	EA	$	$
693.6030	SCI Smart Cushion - Transition W-Beam - Left or Right	1	EA	$	$
693.6031	SCI Smart Cushion - Transition Assembly 30" Concrete Outside Connection	1	EA	$	$
693.6032	SCI Smart Cushion - Transition Assembly 30" Concrete Straight Connection	1	EA	$	$
693.6033	SCI Smart Cushion - Transition Assembly 36" Concrete Outside Connection	1	EA	$	$
693.6034	SCI Smart Cushion - Transition Assembly 36" Concrete Straight Connection	1	EA	$	$
693.6035	SCI Smart Cushion - Gore to End of Flared Transition	1	EA	$	$

PROPOSAL SCHEDULE -AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.6036	SCI Smart Cushion - Thrie Beam Concrete Leg Brace	1	EA	$	$
693.6037	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$	$
693.6038	SCI Smart Cushion - Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$	$
693.6039	SCI Smart Cushion - 24-26 9/32" Wide Median Barrier - Left or Right	1	EA	$	$
693.6040	SCI Smart Cushion - Rub Rail Median Barrier - Left or Right	1	EA	$	$
693.6041	SCI Smart Cushion - Transition Concrete Spanner Brace	1	EA	$	$
693.6042	SCI Smart Cushion - Steel Blockout	1	EA	$	$
694.1000	Inertial Barrier System - Module - 200 lbs.	1	EA	$	$
694.1001	Inertial Barrier System - Module - 400 lbs.	1	EA	$	$
694.1002	Inertial Barrier System - Module - 700 lbs.	1	EA	$	$
694.1003	Inertial Barrier System - Module - 1,400 lbs.	1	EA	$	$
694.1004	Inertial Barrier System - Module - 2,100 lbs.	1	EA	$	$

SUM OF ALL ITEMS - AREA 4 ..... $

Note: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid,

PROPOSAL SCHEDULE - SUMMARY

	ITEM DESCRIPTION	AMOUNT
	SUM OF ALL ITEMS - AREA 1	$ _____
	SUM OF ALL ITEMS - AREA 2	$ _____
	SUM OF ALL ITEMS - AREA 3	$ _____
	SUM OF ALL ITEMS - AREA 4	$ _____
	SUM OF ALL ITEMS (AREAS 1 THROUGH 4) FOR COMPARISON OF BIDS	$ _____

PROPOSAL SCHEDULE

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

The "SUM OF ALL ITEMS (AREAS 1 THROUGH 4) FOR COMPARISON OF BIDS" will be used to determine the lowest responsible bidder.

Notes:

1. Bid prices are for travel time, mileage and furnishing all labor, tools, traffic controls, all applicable taxes, fees and equipment necessary for all work shown and called for in accordance with the true intent and meaning of the specifications.

2. Bidder may bid on any or all groups. To be considered, bidder must submit a bid for all items within a group. Separate contracts will be awarded for each area. If a bidder is determined the lowest bidder for multiple areas, one combined contract will be awarded.

3. Any contract which is awarded shall be an open-ended contract since the exact value of work to be performed during the contract period cannot be determined beforehand. The unit price for each item of work on any particular work order shall be that which corresponds to the quantity of work for that item actually performed for each work order.

4. The sum of all work and materials required to perform the required repairs are issued on a "single work order." A single work order shall be a work order submitted by the Contractor for work that can be performed by the Contractor without relocating a distance of more than 3,000 feet between any two adjacent repair locations.

5. The "Approx. Quantity" column on the proposal schedules reflect a typical quantity for each repair location to be used for bidding purposes.

6. Preference for Hawaii Products – It should be noticed that ACT 174, SLH 2022 has changed the application related to the use of Hawaii products.

7. Completed Proposal file shall be uploaded into HIePRO prior to bid opening date and time. All other required confidential or proprietary document shall be uploaded separately.

SURETY BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

_____
(Name of bonding company)

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

_____
(State/county entity)

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

_____
(Required amount of bid security)

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

WHEREAS:

The Principal has submitted an offer for _____

_____
(Project by number and brief description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

_____
Signature

_____
Title

(Seal) _____
Name of Surety

_____
Signature

_____
Title

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104, HRS Compliance Certificate

Chapter 103B, HRS Certification of Compliance for Employment of State Residents

CONTRACT

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

_____

hereafter referred to as "CONTRACTOR":

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

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII

By _____
Director of Transportation

By _____

By _____

APPROVED AS TO FORM

_____
Deputy Attorney General

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

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____
(Name and Street Address of Bonding Company)

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

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

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

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____, for the following project:_____
_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

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

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

_____
_
(State/County entity)

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

_____DOLLARS
($_____),
(Dollar amount of Contract)

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

- ❑ **Legal Tender**;

- ❑ **Share Certificate** unconditionally assigned to or made payable at sight to _____
_
Description:_____
_____;

- ❑ **Certificate of Deposit**, **No.** _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Cashier's Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Teller's Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Treasurer's Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Official Check No.** _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project:_____
_____
_____
__hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____,
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

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

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

WHEREAS, the above-bound Principal has signed Contract with the Obligee on _____ for the following project:_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

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

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

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

_____ DOLLARS ($_____),
(Dollar amount of Contract)

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

- ❑ **Legal Tender**;

- ❑ **Share Certificate** unconditionally assigned to or made payable at sight to_____
  Description:_____

- ❑ **Certificate of Deposit, No.** _____, dated _____
  issued by _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Cashier's Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Teller's Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Treasurer's Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

- ❑ **Official Check No.** _____, dated _____
  drawn on _____
  a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

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

WHEREAS:

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

_____

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

   A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

   B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

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

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

_____
Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
_____day of_____
Notary signature_____
Notary public, State of _____
My Commission Expires:_____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: ____
Notary Name: _____ _____Circuit
Doc. Description: _____
_____
Notary signature_____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:

   a. "Contract" means contracts for construction under 103D, HRS.

   b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.

   c. "Construction" has the same meaning as in Section 103D-104, HRS.

   d. "General Contractor" means any person having a construction contract with a governmental body.

   e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.

   f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.

   g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011–Employment of State Residents Requirements:

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

EXHIBIT 1

b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.

c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.

d. The requirements of this section shall apply to any subcontract of $50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.

e. The Contractor and any Subcontractor whose subcontract is $50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.

1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.

2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.

3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

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

2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statues §103D-702.

3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

EXHIBIT 1

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter103B, as amended by Act 192, Session Laws of Hawaii 2011–Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

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

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

CORPORATE SEAL

_____
(Name of Company)

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

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

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

Doc. Date: _____ # of Pages_____ 1st Circuit
Notary Name: _____
Doc. Description: _____
_____
_____

_____
Notary Signature Date
NOTARY CERTIFICATION

EXHIBIT 2