

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

**ADDENDUM NO. 4
FOR
FURNISHING OF HIGHWAY TRAFFIC CONTROL
AND SAFETY MEASURES AT VARIOUS LOCATIONS FOR THE OAHU DISTRICT
LANDSCAPE AND MAINTENANCE CREWS AND SPECIAL PROJECTS,
ISLAND OF OAHU
PROJECT NO. HWY-C-46-24**

November 18, 2024

This Addendum shall make the following amendment(s) to the Solicitation:

A. TABLE OF CONTENTS

1. Delete **TABLE OF CONTENTS**, dated 8/14/2024 in its entirety and replace with the attached **TABLE OF CONTENTS** dated r11/18/2024.

B. SPECIAL PROVISIONS

1. Delete **SPECIAL PROVISIONS**, dated 8/14/2024, in its entirety, and replace with the attached **SPECIAL PROVISIONS** dated r11/18/2024.

C. SPECIFICATIONS

1. Delete **SECTION 10 FURNISHING OF HIGHWAY TRAFFIC CONTROL AND SAFETY MEASURES AT VARIOUS LOCATIONS**, dated 8/14/2024, in its entirety, and replace with attached **SECTION 10 FURNISHING OF HIGHWAY TRAFFIC CONTROL AND SAFETY MEASURES AT VARIOUS LOCATIONS** dated r11/18/2024

D. PROPOSAL SCHEDULE

1. Delete **PROPOSAL SCHEDULE** page PF-6 and PF-7 dated 8/14/2024, and replace with attached **PROPOSAL SCHEDULE** page PF-6 and PF-7, dated r11/18/2024.

E. APPENDICES

1. Add and make a part of the Specifications the attached Appendix E.

The following is provided for information:

F. RESPONSE TO REQUEST FOR INFORMATION (RFIs/QUESTIONS)

1. The attached **RESPONSES TO REQUEST FOR INFORMATION** are provided for information.

Please acknowledge receipt of this **ADDENDUM NO. 4** by recording the date of its receipt in the space provided on **PAGE PF-4** of the Proposal.



HARRY H. TAKIUE
Acting Engineering Program Manager
Construction & Maintenance Branch

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS
HONOLULU, HAWAII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The specifications contain herein are amended as follows:

(A) SECTION 1 – DEFINITIONS AND TERMS shall be amended as follows:

1. 1.33 SUBCONTRACTOR shall be amended in its entirety to read as follows:

“1.33 SUBCONTRACTOR – An individual, partnership, firm corporation, or 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.”

2. 1.38 WORKING DAY shall be amended in its entirety to read as follows:

“1.38 WORKING DAY – Every day, except Saturdays, Sundays, State holidays as applicable and as observed.

Normal State holidays are as follows:

New Year's Day (The first day in January)
Dr. Martin Luther King, Jr. Day (The third Monday in January)
President's Day (The third Monday in February)
Prince Jonah Kuhio Kalaniana'ole Day (The twenty-sixth day in March)
Good Friday (The Friday preceding Easter Sunday)
Memorial Day (The last Monday in May)
King Kamehameha Day (The eleventh day in June)
Independence Day (The fourth day in July)
Statehood Day (The third Friday in August)
Labor Day (The first Monday in September)
General Election Day (The first Tuesday in November following the first Monday of even numbered years)
Veteran's Day (The eleventh day in November)
Thanksgiving Day (The fourth Thursday in November)
Christmas Day (The twenty-fifth day in December)

State Holiday schedules can be obtained online at:

<http://dhrd.hawaii.gov/state-observed-holidays/>”

3. Add the following new subsections:

“1.39 HAWAII ePROCUREMENT SYSTEM (HIePRO) – The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

1.40 ENGINEER– The respective District Engineer, acting directly or through his duly authorized representatives, who are responsible for the supervision of construction and other highway matters.

1.41 STANDARD SPECIFICATIONS – The Hawaii Standard Specifications for Road and Bridge Construction, 2005, Highways Division, Department of Transportation, including any amendments. To review the Standard Specifications, log on to:

<http://hidot.hawaii.gov/highways/s2005-standard-specifications/>

to review the 2005 Standard Specifications and their applicable amendments/Special Provisions.

The Contractor shall utilize the latest revision.

1.42 STANDARD PLANS – The Standard Plans, 2008, issued by the State of Hawaii, Department of Transportation, Highways Division, Design Branch, as amended, revised or updated, applies to these Specifications. The Standard Plans is available from the Department of Transportation, Highways Division. For information, log on to:

<http://hidot.hawaii.gov/highways/s2005-standard-specifications/>

The Contractor shall utilize the latest revision.

1.43 MUTCD – The Manual on Uniform Traffic Control Devices, **2009**, Federal Highway Administration, U.S. Department of Transportation, with revision numbers 1, 2, and 3 incorporated. To review this edition of the MUTCD, log on to:

https://mutcd.fhwa.dot.gov/previous_editions.htm

1.44 OSHA – The U.S. Department of Labor (DOL), Occupational Safety and Health Administration (OSHA). To review the OSHA, log on to:

<https://www.osha.gov/>

The Contractor shall utilize the latest revision.”

(B) SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS shall be amended as follows:

1. 2.3 PROPOSAL GUARANTY is deleted in its entirety.
2. 2.4 DELIVERY OF PROPOSALS shall be amended in its entirety to read as follows:

“2.4 DELIVERY OF PROPOSALS – Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specifications document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

3. 2.5 WITHDRAWAL OF PROPOSALS shall be amended by replacing the entire subsection with:

“2.5 WITHDRAWAL OF PROPOSALS – Bids may not be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and uploaded to HIePRO prior to the bid opening date and time.”

4. 2.6 PUBLIC OPENING OF PROPOSALS is not applicable.

Add the following new subsection:

“2.9 CERTIFICATE FOR PERFORMANCE OF SERVICES – Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, each bidder should submit the “Certificate for Performance of Services” in the event bids are more than \$25,000. The notarized certificate must be submitted to the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering a contract to perform services. This form is available in the Forms section.

Effective July 1, 2024, salaries of State employees performing work similar to the work called for under this contract are as follows:

Class Title	Bargaining Unit (BU) Salary Schedule	Grade	Minimum Hourly Pay Rate
General Laborer I	BU 01	BC-02	\$ 24.35
General Laborer II	BU 01	BC-03	\$ 25.04
General Laborer III	BU 01	WS-03	\$ 26.80
Light Truck Driver	BU 01	BC-04	\$ 26.04
Truck Driver	BU 01	BC-06	\$ 28.17

The above information is provided to the bidder for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated.

It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages, which must be paid to personnel when work is done on this project. Information on the status of Bargaining Unit (BU) contracts, salary schedules, Class Specifications and minimum qualification requirements can be obtained from the State Department of Transportation, Highways Division, Personnel Management office (587-2229) or online at:

<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>

Bidders are further advised that they are not restricted to hiring only those classifications of employees as listed but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, as may be according to the bidder's common hiring practice.

However, the principal duties of employees other than those listed hereinabove working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the bidder must compensate such employee(s) at a rate that is no less than that of the equivalent State employee."

(C) SECTION 3 – AWARD AND EXECUTION OF CONTRACT shall be amended as follows:

1. 3.4 REQUIREMENT OF CONTRACT BOND is amended deleting 3.4 Requirements for Contract Bonds in its entirety and replacing with the following:

“3.4 REQUIREMENT OF CONTRACT BOND – Prior to the execution of the contract, the successful bidder shall file good and sufficient performance bond on the forms furnished by the Department. 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 to the Contractor cannot be determined at the time the

contract is executed, the performance bond amount required shall be as follows:

Performance Bond\$2,500,000.00.”

The Contractor shall submit the required contract bond(s) together with the signed contract in accordance with Section 3.5 Execution of Contract.

The above amount represents the performance bond amount required for the initial term of the contract. If work orders issued during the initial contract term exceed the original bond requirements, the procurement officer shall require additional performance bonds to cover said work orders.

If the contract is extended beyond the initial term, the State shall require new bonds for each subsequent term. Such performance bond for each subsequent term, may be extensions of the original bond(s) by endorsements thereto, provided that, as to any claims which may have arisen or may arise while said bonds were in effect, said bonds shall remain in full force and effect.

The performance bond amount may be reduced upon written determination by the head of the purchasing agency, if it is deemed to be in the best interest of the State.

The bidder shall limit the acceptable performance bond to the following:

- (a) Legal tender; or
- (b) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or
- (c) A certificate of deposit; share certificate; cashier's check; treasurer's check; teller's check 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 one hundred thousand dollars (\$100,000.00).
 - 2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00) more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.”

2. 3.5 EXECUTION OF CONTRACT is amended by deleting 3.5 EXECUTION OF CONTRACT in its entirety and replacing it with the following:

“3.5 Execution of Contract. The contract, contract performance bond, and the “Certificate for Performance of Services”, similar to a copy of the same annexed hereto, shall be executed by the successful bidder and returned within ten (10) 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.

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.”

- (D) SECTION 4 – SCOPE OF WORK shall be amended as follows:

1. 4.2 PERFORMANCE OF WORK is amended by adding the following paragraphs to the end of the subsection:

"The Contractor shall perform work satisfactorily in the judgment of the Director during the contract period. If it appears at any time that the work contracted to be performed is not satisfactory, the Director may require the Contractor to furnish and place in operation such additional force and equipment as the Director shall deem necessary to bring the work up to satisfactory status.

In case the Contractor fails to comply after ten (10) working days from the date of receipt of such a written order from the Director, the Director may employ a working force and equipment and charge the Contractor for the reasonable cost thereof including depreciation for equipment and or may terminate the contract.

2. 4.6 VARIATION IN QUANTITY - shall be replaced in its entirety to read: “By mutual agreement, the estimated quantity of goods as specified in this contract may be decreased or increased by the Engineer as necessary, provided the unit price remains the same specified by Section 10.13 Escalation Clause, of the Specifications.”
3. Add the following new subsection:

"4.7 CONTRACT TO BE INDEFINITE QUANTITY – The requirement for traffic control and safety measure services to be furnished by the Contractor will be on an indefinite quantity/ “as-needed” basis as called for in these specifications. Payment for services shall be paid by Purchase Order.”

- (E) SECTION 5 – CONTROL OF WORK shall be amended as follows:

1. 5.3 COOPERATION OF CONTRACTOR AND STATE shall be amended by replacing the following to the end of the subsection:

“Before starting work on the project, the Contractor shall designate in writing an authorized representative (i.e., superintendent) who shall have complete authority to represent and to act for the Contractor.

The Contractor shall furnish the State with a telephone number and electronic mail (email) address where they can be reached, either by voice or text, at all times. The Contractor or their designated representative shall return phone calls from the Engineer within one (1) hour of receipt of the phone call or text. All emails from the Engineer shall receive a response within one (1) hour of receipt of the email. Refer to Subsection 1.40 Engineer of the Special Provisions for the definition of Engineer.”

2. 5.4 INSPECTION shall be amended by adding the following to the end of the subsection:

“The State reserves the right to have all work as specified by the contract documents to be inspected by a State Inspector or by a State-Contractor/ Consultant-provided inspector.

The Contractor shall maintain all books, documents, papers, records, and other evidence pertaining to payroll, employee’s name, wage rates and hours worked, and all materials shall be provided in 24 hours and information available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State. Failure to comply with the conditions of this Section during the contract period may result in cancellation of the contract.”

- (F) SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT is amended as follows:

1. The first paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

“A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Department. The bidder shall submit a request to the Department for review and approval at the earliest date possible. Requests shall be submitted via email to the Contact person listed in HiePRO for the solicitation and also posted as 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 fourteen (14) calendar days before the bid opening date.”

2. The first sentence of the second paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

- (G) SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY shall be amended as follows:

1. 7.8 LABOR AND COMPENSATION REQUIREMENTS shall be amended by replacing the first two paragraphs with the following:

“7.8 LABOR AND COMPENSATION REQUIREMENTS – Pursuant to Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor’s Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. The Contractor shall submit certified payroll affidavits weekly in the form approved by the Department.

Additional information on the requirements of Section 103.55, H.R.S. may be obtained at:

https://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm.

The Contractor shall submit certified payroll report in the form approved by the Department, showing full information on the following:

- a. Name of each employee who worked during the reporting period,
- b. Their rates of pay,
- c. The number of hours worked,
- d. Gross earnings and
- e. Deductions made.

The Contractor shall be required to comply with the laws of the U.S. Citizenship and Immigration Services (USCIS). The Department reserves the right to periodically check the employable status of persons listed on the certified payroll certificates. Any person, who is found to be an illegal alien (undocumented alien) under the laws of the USCIS, shall be immediately dismissed from the project and not be rehired until he or she is properly cleared.”

2. Add the following new subsection:

“7.10 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall always conduct traffic control operations with due regard to the convenience and safety of the public. The protection of persons and property shall be provided by the Contractor.

All work under this contract shall be in full compliance with Subsection 107.11, Safety: Accident Prevention and 107.12, Protection of Persons and Property of the Standard Specifications. The standard specification can be found online at:

<https://hidot.hawaii.gov/highways/s2005-standard-specifications/>

The Contractor shall take all necessary precautions to protect all personnel from hazards and injuries. The rules and regulations promulgated by the U.S. Department of Labor Occupational Safety and Health Acts (OSHA); the Hawaii Department of Labor and Industrial Relations (DLIR); the Hawaii Occupational Safety and Health Division (HIOSH) and any other applicable federal, state, and local rules and regulations are not included herein, but are applicable and made part of these specifications.”

(H) SECTION 8 PROSECUTION AND PROGRESS shall be amended as follows:

1. 8.6 LIQUIDATED DAMAGES shall be amended by adding the following to the end of the first paragraph:

“Liquidated Damages – Timely performance by the Contractor of all their duties is an essential part of this contract and in case of failure on the part of the Contractor to perform any of his/her duties in a timely manner, damages will be sustained by the State.

The Contractor shall be charged \$500.00 for every fifteen (15) minute increment of late service. Liquidated damages include, but is not limited to, late traffic control setup or breakdown, canceled or services not fulfilled, providing delays in requested message boards or barricades. The maximum amount that the State can charge the Contractor for late service is \$10,000.00 per request. In the event that coverage is cancelled or not fulfilled, when scheduled and confirmed agreements with the Contractor and the State, the State will charge the Contractor \$10,000.00. After ten (10) late or no coverage incidents, an additional \$1,000 per incident will be charged to the contractor.”

2. 8.7 DEFAULT AND TERMINATION OF CONTRACT shall be amended by adding the following to the end of the first paragraph:

After ten (10) unfulfilled scheduled and confirmed agreements between the Contractor and the State, the State may terminate the contract at any point in time with the Contractor.

(I) SECTION 9 – PAYMENT shall be amended as follows:

1. 9.4 PROGRESS PAYMENTS shall be amended by replacing the entire subsection with:

“The Contractor shall bill the State once a month. All monthly payments are approximate only and shall be subject to correction at any time before or in the final estimate and payment.

To expedite the processing of all payments for services rendered, the Contractor shall forward copies of the invoice electronically to the designated State point of Contact.

Each invoice shall include but not be limited to the following information:

- a. Contractor's name, address, phone number and email address.
- b. Project title, project number, contract number and work order (work order only if open-ended contract).
- c. Bid item number, description of services, periods covered/date of service(s) performed, quantity, unit price, amount, subtotal, and total.
- d. Deductions, as applicable, shall be included in the invoices as separate subtotal(s) and labeled as either “Deductions”, “Liquidated Damages”.
 - i. Liquidated Damages – as specified in Section 8.6 Liquidated Damages, of the Special Provisions.
 - ii. Certification by the Contractor that services as requested under the Contract have been performed.

Refer to the sample invoice in Appendix A – Sample Monthly Invoice.

Pursuant to Section 7.8 Labor and Compensation Requirements, of the Special Provisions, the Contractor shall submit certified copies of the payrolls with the monthly invoice within seven (7) days after the end of the month. The certification shall affirm that the payrolls are correct and complete. The certificates shall be forwarded to the same address as specified above.”

**SECTION 10 – FURNISHING OF HIGHWAY TRAFFIC CONTROL AND SAFETY
MEASURES AT VARIOUS LOCATIONS**

10.1 DESCRIPTION

The Contractor shall, upon the request by the State, furnish all labor, necessary traffic control signs, devices and equipment to provide traffic control and safety measures and subsequent removal of such traffic control signs, devices, and equipment on an “as-needed” basis during the contract period in such quantities as may be required at various locations for the landscape and maintenance crews and special projects on the Island of Oahu.

The Contractor shall ensure that the services are performed in a manner that provides outstanding customer service and presents a comfortable, healthy, and safe environment.

The Contractor is responsible for providing the specified services, 24-hours a day, 7-days a week when and as directed by the respective District Engineer, Maintenance Engineer, Maintenance Superintendent, Project Manager or their designated representatives.

All traffic control shall be done in conformance with the latest revisions of the following:

- Manual on Uniform Traffic Control Devices (MUTCD) standards;
- Hawaii Standard Specifications for Road and Bridge Construction;
- Standard Plans;
- Hawaii Administrative Rules, Title 19, Subtitle 5, Chapter 128 (HAR §19-128), Design, Placement, and Maintenance of Traffic Control Devices, HAR §19-129, Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways; and any other applicable Federal, State and local rules and regulations, as amended, revised or updated.

10.2 COORDINATION OF WORK

- (A) All work under this contract shall be coordinated with the State. Contact information is as follows:

Engineer Mr. Ryan Nakata District Engineer (DE) – Oahu District Phone: 808-831-6700 x128 Fax: 808-831-6725 Email: ryan.a.nakata@hawaii.gov	Point of Contact Melanie Barroga Project Manager – Oahu District Phone: 808-831-6700 x110 Fax: 808-831-6725 Email: melanie.j.barroga@hawaii.gov
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- (B) The Contractor shall furnish the State with a telephone number and email address where the State can call for service every calendar day of the year to perform work under this contract.

1. The Contractor or designated qualified personnel shall return phone calls and emails from the State within one (1) hour of being sent.
2. The Contractor is required to provide on-site service within one (1) hour of the request from the State during normal work hours and off call hours.
3. Removal of required signs and traffic control devices and/or equipment. The Contractor is required to remove all traffic control signs and devices, including variable message boards, and/or equipment within two (2) hours of the State's request.
4. Failure to meet the above requirements will be subject to liquidated damages under the contract.

10.3 QUALIFICATION OF BIDDERS

All bidders will be provided the Application for Pre-qualification Questionnaire, provided in Appendix E, to complete and return electronically. Bids will be evaluated based upon the completed Application for Pre-qualification Questionnaire and submitted certificates. Requested documents and Application Pre-qualification questionnaire shall be received by the Project Manager no later than 4:00 pm (HST) five (5) working days after bid opening.

(A) Contractor Qualifications

1. **Work Experience.** At the time of bidding, the Contractor shall have a minimum of two (2) consecutive years of furnishing traffic control experience similar to this project in size and scope. The State may require the successful bidder to submit the list of projects for verification prior to the contract award.
 - a. The list shall contain a minimum of three (3) different projects which includes the name of the company that the project was for previously or currently, the company address, point of contact, phone number, description of traffic control work performed and size of the project (cost wise). The minimum of three (3) different projects' experience shall be positive on the performance evaluation by the respective agency. The State reserves the right to contact the listed companies to verify the quality of the Contractor's work experience.
2. Have all required traffic control signs, devices, daily personnel and equipment as specified in the Proposal Schedule including supporting vehicles (e.g., coning trucks, etc.) necessary to perform the specified services in this contract and in sufficient quantity to meet the estimated quantities in the Proposal Schedule.
 - a. The Contractor shall provide essential equipment and personnel daily to support critical State Maintenance operations.
 - b. The following is required on all equipment/vehicle, as applicable:

- i. Contractor's vehicles shall have the Contractor's company name and/or logo displayed on doors or side panels and shall be in letters large enough to be easily legible from a distance of one hundred (100) feet. Magnetic signs with the Contractor's company name and/or logo are acceptable.
 - ii. All vehicles and equipment shall be kept in good condition and appearance.
 - iii. All vehicles shall meet State and County licensing and registration and safety requirements and shall be equipped properly in accordance with City, State, Federal and OSHA requirements.
 - iv. The Contractor shall obtain insurance coverages as specified by Section 7.9 Insurance of this specification.
 - v. Operation of all equipment shall be in accordance with all applicable OSHA, other Federal, State, and local regulations and laws and the equipment operator's manual.
3. Be familiar with working on State Highways on the Island of Oahu.
4. The Contractor's office, maintenance crew, and equipment shall be located and available for use on the Island of Oahu.
5. Be experience on establishing required traffic control per the current U.S. Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD).

(B) Contractor or Contractor's Personnel Qualification.

The Contractor shall have their personnel trained/certified/licensed/experienced on the following:

1. **Traffic Control Personnel:**
 - a. **Certification** – At the time of bidding, the Contractor or personnel shall possess a valid certificate of training completion respectively. As a minimum, the Contractor or personnel shall be trained and certified on the following American Traffic Safety Service Association (ATSSA) courses or approved equivalent train course. Each crew and/or request shall be provided with personnel who are certified.
 - i. Flagger
 - ii. Traffic Control Technician (TCT)
 - iii. Traffic Control Supervisor (TCS)

For more information on the above courses, log on to:
<http://www.atssa.com/training>

- iv. The contractor shall submit the following acceptable documentation or certificate of training completion:
 - 1. American Traffic Safety Services Association (ATSSA).
 - 2. Equivalent documentation to the above approved by the State.

- b. **Work experience.** At the time of bidding, the Contractor or Contractor's traffic control personnel shall have a minimum of one (1) year of furnishing traffic control services experience as a flagger, Traffic Control Technician (TCT) and Traffic Control Supervisor (TCS), as applicable, or their respective equivalent at the time of bidding.

- 2. **Equipment Operator Requirements.** Contractor's personnel who operate motorized equipment (trucks, etc.) shall have required experience, training, valid State of Hawaii motor vehicle operator's license. The personnel shall meet all physical and medical requirements and be able to operate the motorized equipment that is representative of the class at the time of bidding.

- 3. **Supplementary Contractor Personnel Requirement.**
 - a. Uniforms. Contractor employees on the job site shall be easily identified as Contractor's employees by wearing a shirt, T-shirt or coverall with the company name or logo. Contractor's employees shall always present a neat and clean appearance. One color and style of uniform shirt shall be selected which will be worn by all Contractor personnel.

 - b. For security and safety reasons, the Contractor shall prohibit personal vehicles from parking within the State highway right-of-way area.

 - c. The State reserves the right to disqualify the Contractors personnel from this contract and the Contractor shall replace the disqualified personnel within (10) working days. Qualifications of the replacement shall be reviewed and approved by the Engineer or designated State employee.

 - d. Special Duty Police Officer Premium Rate – ordered by the State less than 48 hours to start time.

(C) Availability

- 1. The Contractor is required to provide the State with telephone numbers for their place of business on the island of Oahu where the State can call, email or text regarding services every calendar day of the year.

2. Personnel assigned to this job shall be available to respond to service calls, emails or text within the parameters of these Specifications.

(D) Falsification of Personnel Qualifications. The inability to successfully perform the work, or excessively high turnover of personnel assigned to this work, shall constitute a major breach of this contract and the contract shall be subject to termination.

(E) Submitting Required and Requested Documentations.

1. Failure to submit required or requested documentation may result in rejection of bid or termination of contract by the State.

10.4 SCOPE OF WORK

The Contractor, upon request by the State, shall furnish the following services on an “as-needed” basis. The State gives no assurance to any Contractor that any specific quantity of services will be purchased.

(A) Furnishing traffic control signs, devices, and equipment.

1. The Contractor shall furnish and deliver Bid Item Nos. 1 through 6, and Bid Item No. 8 through 11, as applicable, to the jobsite as rentals and as specified in the Proposal Schedule.
2. All traffic control signs, devices, and equipment shall remain the property of the Contractor and shall be in compliance with the Standard Specifications, the MUTCD and this specification. The Contractor shall consult the State when there is a conflict between the Standard Specifications, the MUTCD, and this specification.
 - a. The flasher (Bid Item No. 2), arrow board (Bid Item No. 4), and the variable message board (Bid Item No. 5) deployed to the jobsite shall function properly throughout the entire duration of the project.
 - b. The Contractor shall furnish the truck driver(s) for Bid Item No. 6, Truck-mounted Attenuator (TMA) with arrow board and truck and shall be paid the man-hour rate as listed in bid Item No. 8.
3. The Contractor shall be paid the Contractor’s applicable unit bid price for a one-day rental as specified in the Proposal Schedule.
 - a. The Contractor shall be paid the full unit bid price if the traffic control signs, devices and equipment were used in the same calendar day. For example, the Contractor shall be compensated for the one-day rental unit bid price if traffic control signs, devices and equipment that were used on the jobsite from 7:00 A.M. to 9:00 A.M., Monday.

- b. The Contractor shall be compensated for two one-day rental unit bid price if traffic control signs, devices and equipment were used over the next calendar day. For example, the Contractor shall be compensated for the two one-day rental unit bid price if the traffic control signs, devices and equipment were used on the jobsite from 4:00 P.M., Thursday through 7:00 A.M. Friday.

(B) Furnishing traffic control personnel and labor for traffic control.

- 1. Requests are classified as follows:

- a. **During normal working hours.**

- i. The Contractor shall arrive at the site or baseyard at the time specified in the schedule or as requested. Liquidated Damages shall be applied if the Contractor fails to respond within the specified time.
- ii. Labor hours shall be paid based on the hourly bid price (Bid Item No. 8) multiplied by the time specified by the Department of Transportation (DOT).
- iii. Job site is defined at from the baseyard or requested site

- b. **During off-hours.** The definition of “off-hours” as used in this specification shall mean midnight to 6:30 A.M. and 3:15 P.M. to midnight, Monday to Friday, and all hours on Saturday, Sunday, and State Holidays.

- i. The Contractor shall respond within one (1) hour to the job site. Liquidated Damages shall be applied if the Contractor fails to respond within the specified time and location.
- ii. The off-hours hourly labor rate of pay shall be based on the hourly bid price (Bid Item No. 9) multiplied by the time specified by the Department of Transportation (DOT).

- 2. **Closing of Lanes/Traffic Control.**

- a. The Contractor shall furnish traffic control and closing of lanes as requested and shall be in accordance with Section 10.7 Safety, of the Specifications and shall be performed by trained and certified personnel only. Costs for traffic control shall include preparation of the traffic control plan, rentals, and labor hours as specified.
- b. The Contractor shall make all necessary coordination with the State prior to the lane closure/traffic control.

- c. Traffic Control Plan.
 - i. All lane closures shall require a traffic control plan which shall be in accordance with this specification. The traffic control plan shall be prepared and developed by a knowledgeable and qualified individual on the fundamentals and principles of traffic control and the working activities being performed. The individual shall be trained and certified.
 - ii. The traffic control plan shall be submitted to the Engineer or Project Manager.
- d. Permit for the Occupancy & Use of State Highway Right-of-Way.

The State shall initiate the permit request, and the Contractor shall be responsible to coordinate with the State to ensure and verify the proper permit has been approved prior to closing lanes or controlling traffic.

3. Furnishing traffic control or escort services of Special Duty Police Officer(s).

- a. Bid Item No. 10, Special Duty Police Officers and Bid Item No. 11, Special Duty Police Officers Premium Rate will be paid based on the actual costs incurred by the Contractor from the allowance provided.
- b. The Contractor shall be responsible for paying the Special Duty Police Officers(s), at a minimum, the applicable required wage rate, vehicle rates, mileage, administrative fees, workers compensation insurance fee, cancellation fee, and others.
- c. At the request of the State, the Contractor shall hire the services of an off-duty police officer(s) to implement traffic control or as a police escort for mobile highway maintenance operations. Failure to do so will result in liquidated damages.
- d. Labor hours for Special Duty Police Officer(s) requests during regular working hours shall be paid for by Bid Item #10 Allowance. Requests made from the State less than 48 hours can be billed at the Special Duty Police Officer(s) premium rate and shall be paid for by the Bid Item #11 Allowance.
- e. The Contractor is responsible for attaching all receipts in the invoice and breakdown of additional charges.

4. Removal of required signs and traffic control devices and/or equipment.

The Contractor is required to remove all traffic control signs and devices and/or equipment within two (2) hours of notification by the State.

(C) Extra Work or Miscellaneous Work.

1. Extra work or miscellaneous work is defined in Section 4.3 of the Specifications and shall be used only for at the discretion of the Engineer or Project Manager. The amount shall be negotiated in a manner similar to Section 4.5, Price Adjustment of the Specifications. A Change Order shall be processed and approved by the State and the Contractor prior to commencement of the required work.
2. The Engineer or Project Manager may require the Contractor to furnish and deliver traffic control signs, devices and equipment to the jobsite not mentioned in the proposal schedule. These items are unusually used by the State such as portable floodlight equipment, water filled barriers, trench steel plate, safety barricade type one (1) with flasher, sandbag and sand bag holder, etc.
3. The allowance amount in the Proposal Schedule is provide for estimating purposes only.

10.5 HOURS OF OPERATION

- (A) The Contractor shall be available to provide the specified services 24-hours a day, seven days a week, including State Holidays.
- (B) Regular working days and hours for the project are define as Monday through Friday, 6:30 A.M. to 3:15 P.M., except for State Holidays.
- (C) The State shall contact the Contractor to request for services on as-needed basis.
- (D) Inclement Weather. The Contractor shall provide services during all weather conditions. Should the State Civil Defense issue a warning during a severe weather conditions including Hurricanes, Tsunami, or Flash Flood, the State shall notify the Contractor. Hurricane Season occurs during the months of June through November. Work shall resume to normal within twenty-four (24) hours after the all clear.

10.6 ORDER TO STOP WORK

- (A) Order to stop work shall be in accordance with Section 8.5.A Order to Stop Work, of the Specifications.
- (B) The State reserves the right to stop work at anytime, including but not limited to hazardous condition or unsafe acts as a result of the Contractor's traffic control and safety measure operation or failure to follow a contractual requirement e.g., failure to have trained/certified/licensed traffic control personnel as specified with this Specifications.
- (C) Upon receipt of either a written or verbal notification from the State, the Contractor shall immediately stop any practice or work as determined by the State as an obvious hazard or for failing to follow a contractual requirement. The State shall document the safety or

hazardous incidents and/or contractual violation. Any loss of work will result in liquidated damages.

- (D) Work may continue when the hazard has been rectified, removed and/or the contractual deficiency have been resolved. The Contractor shall obtain written approval from the State prior to resuming work.
- (E) The Contractor may not be given additional time past the completion date of the Work Order for time that is lost during the “stop work”.

10.7 SAFETY

The Contractor shall conduct operations with due regard to the convenience and safety of the public. The protection of persons and property shall be provided by the Contractor.

(A) Safety Concerns.

1. The Contractor shall observe safety concerns that are mentioned in Section 7.10, Public Convenience and Safety, of the Special Provisions, to the fullest during performance of work.
2. The Contractor and Contractor’s employees shall exercise due care in performing any work. The Contractor and Contractor’s employees may be subject to slip, trip, fall, vehicular hazards, chemical hazards, noise hazards and other workplace hazards. The Contractor shall maintain an aggressive safety program.
3. All Contractor’s methods and practices shall be in accordance with the U.S. Department of Labor (DOL) Occupational Safety and Health Acts (OSHA); the Hawaii Department of Labor and Industrial Relations (DLIR); Hawaii Occupational Safety and Health Division (HIOSH), American National Standard Institute (ANSI) Z133.1-2012. Local and State occupational safety, health standards, and health programs required by the Hawaii Administrative Rules §12-110 and Hawaii Revised Statutes §396, any other applicable federal, state, and local rules and regulations specified in Section 7.10 Public Convenience and Safety.
4. The Contractor is responsible for the work site and the work practices of all employees on the project site and is the controlling, exposing, correcting as well as the creating employer for purposes of this scope of work. The State of Hawaii, Department of Transportation, monitoring the work in progress is not a representative or responsible to control the employer workplace and work practice and health compliance.
5. All closing of lanes and traffic control and safety measures shall be performed in conformance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.

6. Contractor shall at all times conduct 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 its employees shall treat members of the public in a fair and polite manner. All Contractor's personnel shall present a professional appearance and always conduct themselves in a professional manner.
7. While working in the right-of-way areas, all employees under control of the Contractor shall wear OSHA-compliant personal protective equipment (PPE) appropriate to the hazards, including, but not limited to: head protection, safety hard hats, hearing protection, safety vest, safety belts, lanyards, fall arrest system, goggles, gloves, chemical gloves, safety shoes, chain-saw-resistant leg protection, clothing and footwear appropriate to the known hazard and other equipment as required. As a minimum, vest shall be the appropriate safety apparel that meets the current ANSI/ISEA 107 and the U.S. Department of Transportation's MUTCD High-visibility Safety Apparel Standards.

(B) Hazardous Materials / Environmental Protection

1. The Contractor shall comply with all Federal, State, and local environmental laws and regulations when handling hazardous materials.
2. All work shall be performed in strict compliance with the manufacturer's label and or Safety Data Sheet (SDS) as applicable and in accordance with State, Federal and local regulations, and laws. A copy of the SDS shall be submitted to the State two days prior to the scheduled use for approval prior to use or immediately notify the Engineer by phone or fax for his verbal approval in cases of emergency situations which occur during off hours. A copy of the SDS shall be submitted to the State by close of business the following working day. Contractor's employees who are involved in the application of pesticides and herbicides shall complete a video training as specified in Section 10.7(C)1 of the Specifications. The Contractor at the jobsite shall maintain a copy while handling chemicals. The Contractor is responsible in notifying everyone the existence of hazardous chemicals within the project area.
3. The Contractor shall immediately contain and clean up the release or spill of hazardous material and shall report the incident to the State.
4. The Contractor shall not allow debris from the traffic control operation to get into irrigation canals, rivers, or any stream.
5. Work shall not cause air or storm water pollution. 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.

(C) Safety Plan

1. As a minimum and as applicable, the Safety Plan shall contain the following information: Project Number, Project Title, Contract Number, Activity description, hazard, action required to mitigate the hazard, special training requirements, engineering controls (i.e., guardrails, barricades, etc.), administrative controls (Standard Operating Procedures, signs, etc.), emergency information, safety equipment checklist, and required PPE.
2. The safety plan shall be prepared/developed by a qualified individual who is trained and knowledgeable of the current standard practice and principles of occupational safety, health, and the related work activities within this project. The credentials of the responsible person preparing the safety plan shall be submitted to the Engineer or Project Manager.
3. This plan shall be available upon request by the State. The Contractor shall discuss and submit safety plans at the Pre-start Meeting.
4. The safety plan shall be prepared/developed by a person who is knowledgeable (i.e., trained and certified) about the fundamental principles of occupational safety and health and work activities to be performed.

The certificate of training of the person who prepared the Safety Plan shall be available upon request by the State.

The following certificates from the following training sources or equivalent are acceptable:

- a. Construction Health and Safety Technician from the Board of Safety Professionals.
 - b. Specialist in Safety and Health from the OSHA Training Institute.
5. The Contractor shall notify the State of any revisions to the Safety Plan at least seven (7) working days prior to commencement of the work.
 6. Cost involved in the development of the Safety Plan shall be incidental to the cost of furnishing of highway traffic control and safety measures services.

10.8 AREA OF COVERAGE

The project requires the Contractor to furnish highway traffic control and safety measures on various areas along the State Highways right-of-way on the island of Oahu for landscape and maintenance crews and special projects.

10.9 SUBMITTALS/REPORTS SUMMARY

The Contractor shall submit the following reports before the award of the contract and/or notice proceed date to the State. The State shall verify and approval of all submittals.

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
1	Equipment List/Lease Agreement, as applicable.	Section 10.3(A)2.b	Five (5) calendar days after bid opening.	As revised.	Project Manager, Construction and Maintenance Branch and the Engineer – Oahu District’s representative (Point of Contact).
2	Names, Telephone Number(s) and Addressee(s) of Contact for Contractual issues.	Section 10.2(B) & 10.3(C)	At time of award and pre-start meeting.	As revised.	Project Manager, Construction and Maintenance Branch and the Engineer – Oahu District’s representative (Point of Contact).
3	List of personnel employed under the contract along with individual qualifications.	Section 10.3(B).	Five (5) calendar days after bid opening.	As revised.	Project Manager, Construction and Maintenance Branch and the Engineer – Oahu District’s representative (Point of Contact).
4	Safety Plan.	Section 10.7(C).	During the pre-start meeting.	As needed/as revised.	Project Manager, Construction and Maintenance Branch and the Engineer – Oahu District’s representative (Point of Contact).

SUBMITTALS/REPORTS SUMMARY CONTINUATION:

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
5	Traffic Control Plan	Section 10.4(B)2.	As required.	As needed/as revised	Project Manager, Construction and Maintenance Branch and the Engineer – Oahu District’s representative (Point of Contact).
6	Safety Data Sheet.	Section 10.7(B)2.	As required.	As needed.	Project Manager, Construction and Maintenance Branch and the Engineer – Oahu District’s representative (Point of Contact).
7	Certified Payroll Affidavit.	Section 7.8 Labor and Compensation Requirements.	Within seven (7) calendar days after the end of each month. Submitted with the monthly invoice.	Monthly.	Project Manager, Construction and Maintenance Branch and the Engineer – Oahu District’s representative (Point of Contact).

10.10 PRE-START MEETING

The Pre-start Meeting shall be done at the request of the District Engineer or the authorized representative. The Contractor shall contact the Engineer to schedule the pre-start meeting no later than three (3) working days prior to the Notice to Proceed date. This meeting will include the Engineer, the authorized representative and other personnel as deemed necessary by the Engineer. The Contractor shall introduce the main contact person or Crew Supervisor for this project. The Contractor shall be prepared to discuss and submit the following.

- (A) Equipment quantities and location.
- (B) Coordination of access to the working areas as applicable.
- (C) List of required and applicable equipment, vehicles, materials, and supplies.
- (D) Personnel employed under this contract with applicable license and certification.
- (E) Point of Contact phone number and email address.
- (F) Verification of quantities in the Proposal Schedule and boundaries of right-of-way areas.

10.11 TERM OF CONTRACT

The term of this contract shall be for twelve (12) months from the date indicated in the Notice to Proceed from the Department than succeeding contract extension amendments.

10.12 OPTION TO EXTEND TERM

This contract may be extended to TWO (2) additional twelve (12) month term or parts thereof without the necessity for re-bidding upon mutual agreement between the State and the Contractor. The entire term of contract, including extensions, shall not exceed THIRTY-SIX (36) months.

10.13 ESCALATION CLAUSE

If the State and Contractor mutually agree to extend the contract in accordance with Section 10.12 Option to Extend Term, the Contractor shall be given a price escalation, effective at the start of each extension term, not to exceed a maximum of TWO (2) percent over the previous term's unit price(s). The agreement to extend shall be a formal written agreement by the State and Contractor.

10.14 BASIS FOR PAYMENT

The Contractor's bid price shall be full compensation for furnishing tools, traffic control signs, devices and equipment including support vehicles (coning trucks, etc.) fuel, mileage, labor, technical knowledge and skills, material, lubricants, communication costs, taxes, insurance, overhead, travel, and incidental costs necessary to furnish traffic control and safety measures as specified in this contract.

Incidental costs include, but are not limited to the following:

- Development of traffic control plan
- Development and certification of safety plan

(A) Monthly Earnings

1. Monthly Earnings will be made on the basis of actual number of services performed as specified by each request and the applicable unit bid prices in the Proposal Schedule.
2. Extra/Miscellaneous Work

(B) Call-Off Charges. "Call-off" shall mean cancellation by the State to a request for services. The State will provide the Contractor the notification as early as possible as time and State resources permit. When the State cancels the request, the Contractor will be compensated as follows:

1. Charges when the cancellation notice (verbal or written) was received by the Contractor prior to the grouping of applicable traffic control signs, devices, equipment and traffic control personnel including truck driver leaving the Contractor's baseyard - the State shall not be charged the daily rate of the applicable traffic control signs, devices and equipment and labor for traffic control personnel.
2. Charges when cancellation notice (verbal or written) was received by the Contractor after the grouping of applicable traffic control signs, devices, equipment, traffic control personnel including truck driver have left the Contractor's baseyard or have arrived at the jobsite – the Contractor may charge the State the man-hours expended for the mobilization/load up of specified traffic control signs, devices, equipment including travel time to the jobsite, as applicable.
3. Charges when cancellation notice (verbal or written) was received by the Contractor when the applicable traffic control signs, devices, equipment and traffic control personnel including truck driver have left the Contractor's baseyard, have arrived at the jobsite, and have already installed the applicable traffic control signs, devices and equipment - the Contractor may additionally charge the State the man-hours expended for installing, programming and or removing the traffic control signs, devices, equipment as applicable plus the daily rate of the traffic control signs, devices and equipment. However, this amount shall not be paid to the Contractor if cancellation is due to the fault of the Contractor.

The State shall not compensate the Contractor for lost time due to misdirection or mistakes by the Contractor's crew.

4. Charges for Special duty Police Officers - the minimum charges for Special Duty Police Officers will be based on HPD's current job cancelation policy.

(C) Deductions (as applicable).

1. Liquidated Damages – Computed as specified in Section 8.6 of the Special Provisions. This amount if any, shall be retained by the State and shall not be paid to the Contractor.

(D) Monthly Payments – Total monthly payments payable to the Contractor will be the applicable monthly payments in Section 10.14(A) Monthly Earnings, 1 through 3 above, minus applicable Deductions in Section 10.14(C) Deductions above.

PROPOSAL SCHEDULE
 FOR
 FURNISHING OF HIGHWAY TRAFFIC CONTROL AND SAFETY MEASURES AT VARIOUS LOCATIONS FOR
 THE OAHU DISTRICT LANDSCAPE AND MAINTENANCE CREWS AND SPECIAL PROJECTS, ISLAND OF
 OAHU,
 PROJECT NO. HWY-C-46-24

Bid Item No.	Description	Daily Estimated Quantity	Unit	Unit Price (per day rental, as applicable)	Amount
		(A)	(B)	(C)	(A × C)
1	Traffic Cones Reflective, 700mm (28")	200	EACH	\$ _____	\$ _____
2	Safety Barricade Type 2, with Flasher, Sandbag and Sandbag Holder	20	EACH	\$ _____	\$ _____
3	Warning Signs w/ Stand and Two Flags	40	EACH	\$ _____	\$ _____
4	Arrow Boards Assembly, Complete, Trailer-mounted	21	EACH	\$ _____	\$ _____
5	Variable Message Board, Trailer-mounted	10	EACH	\$ _____	\$ _____
6	Truck-mounted Attenuator (TMA) with arrow board and truck	4	EACH	\$ _____	\$ _____
7	Miscellaneous	Allowance	Allowance	Allowance	\$1,000.00
8	Traffic Control Service and Maintenance Personnel	232	MAN-HOURS	\$ _____	\$ _____
9	Traffic Control Service and Maintenance Personnel "off hours"	48	MAN-HOURS	\$ _____	\$ _____
10	Special Duty Officer Regular Rate	Allowance	Allowance	Allowance	\$5,000.00
11	Special Duty Police Officer Premium Rate (<i>Refer to Section 10.3(B).3</i>)	Allowance	Allowance	Allowance	\$2,000.00
TOTAL AMOUNT FOR COMPARISON OF BIDS..... (Sum Bid Item Nos. 1 through 11)					\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING OF HIGHWAY TRAFFIC CONTROL AND SAFETY MEASURES AT VARIOUS LOCATIONS FOR
THE OAHU DISTRICT LANDSCAPE AND MAINTENANCE CREWS AND SPECIAL PROJECTS, ISLAND OF
OAHU,
PROJECT NO. HWY-C-46-24

Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. In case of a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
4. The Bidder shall make no changes to the bid. Bid submitted with changes to the bid shall be rejected.
5. Performance bond is required for the term of the contract.
6. 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 “Daily Estimated Quantity” in the proposal schedule represents the minimum daily amount the State may require.

7. The Bidder must submit their qualifications five (5) working days after bid opening.
8. **By submitting a proposal, the bidder acknowledges he has read and understands all the provisions of the Special Provisions, Specifications and is fully aware of all the conditions to be encountered in performing the work.**
9. **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.** Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.

Appendix E



Application for Pre-qualification Questionnaire: Statement of Experience, Equipment Condition and Certification

Business Name: _____		
Business Address: _____		
City: _____	State: _____	Zip Code: _____
Point of Contact: _____		
Telephone: _____	Email: _____	

Instructions

Each item must be answered. Whenever a particular item does not apply, write “none” or “n/a” (not applicable). Please complete electronically in Microsoft Word, use typewriter or print legibly in blue ink when preparing the application. If additional space is needed, attach a separate sheet.

Submit the completed application by email to melanie.j.barroga@hawaii.gov and jake.j.dickman@hawaii.gov

Prequalification forms are due at 4:00 p.m. (HST) five (5) working days after bid opening.

All bidders must satisfy requirements set forth in HRS 103D-310 “Responsibility of Offerors” and HAR Subchapter 13 regarding “Responsibility of Bidders and Offerors” or their bid may be rejected.

General Questions

1. Has the Applicant’s representative responsible for the completion of this application read the instructions for Prequalification of Contractors?
 Yes No
2. What is the form of business organization of the Applicant?

Appendix E

- Sole Proprietorship Partnership
 Corporation LLC

3. How many years has the Applicant been in business under the business name? List any prior name or assumed name and years in business.

4. Is the Applicant an outgrowth, result or reorganization of a predecessor business?

- Yes No

If yes, list the name and address of each predecessor business and indicate whether any is still in business.

5. Will an assumed name be used for bidding purposes? If so, indicate the name.

6. If the Applicant is a corporation, indicate the state or commonwealth and the date of incorporation.

6a. Indicate whether the Applicant is a parent or subsidiary corporation and the name and address of each such related company.

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6b. Indicate whether the Applicant has related parties and the name and address of each such related company.

6c. Indicate whether any of the related companies listed are engaged in similar or related business as that of the Applicant.

7. If not a corporation, does the Applicant conduct its business in connection with any other company or firm?

Yes No

If yes, indicate the business name and address of each such related company.

8. Does the Contractor possess all permits or licenses to operate equipment (List below and attach)

Yes No

Appendix E

**Certification of Employees
(All certifications must be attached)**

Flagger:

Individual Name	Present Position	Years Experience	Certification	Certification Expiration Date

Traffic Control Technician (TCT):

Individual Name	Present Position	Years Experience	Certification	Certification Expiration Date

Traffic Control Supervisor (TCS):

Individual Name	Present Position	Years Experience	Certification	Certification Expiration Date

Appendix E

**List of Personnel who operate motorized equipment.
(All certifications must be attached)**

Truck:

Individual Name	Present Position	Certification	Certification Expiration Date

Truck-mounted Attenuator (TMA):

Individual Name	Present Position	Certification	Certification Expiration Date

Appendix E

Equipment

Arrow Boards (Bid Item #4):

Description of Equipment List Make, Model, Year and Size	Serial Numbers

Variable Message Board, Trailer Mounter (Bid Item #5):

Description of Equipment List Make, Model, Year and Size	Serial Numbers

Truck-mounted Attenuator (TMA) with arrow board and truck (Bid Item #6):

Description of Equipment List Make, Model, Year and Size	Serial Numbers

Appendix E

Work Experience

The list shall contain a minimum of three (3) different projects which includes the name of the company that the project was for previously or currently, the company address, point of contact, phone number, description of traffic control work performed and size of the project (cost wise).

Work Experience No. 1

Work Experience No. 2

Work Experience No. 3

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

RESPONSES TO REQUESTS FOR INFORMATION (RFIs/QUESTIONS)

PROJECT NAME: FURNISHING OF HIGHWAY TRAFFIC CONTROL AND SAFETY MEASURES AT VARIOUS LOCATIONS FOR THE OAHU DISTRICT LANDSCAPE AND MAINTENANCE CREW AND SPECIAL PROJECTS, ISLAND OF OAHU, PROJECT NO. HWY-C-46-24, SOLICITATION NO. B25000528

The following RFIs/Questions were submitted via HIePRO by prospective bidders. The questions and responses are as follows:

1. Section 5, 5.3 Cooperation of Contractor and State "...shall return phone calls from the Engineer within one (1) hour of the receipt of the phone call or the text. All emails from the Engineer shall receive a response within three (3) hours of receipt..." Section 10.2, B, 1. "...shall return phone calls from the State within one (1) hour of the receipt of the phone call. All electronic emails from the State shall be replied to within two (2) hours of receipt..." RFI: These two conflict. Please clarify if we would we have three (3) hours, or, two (2) hours to respond to an email request?

Response: All phone calls and emails must be returned within one (1) hour. Change is reflected in the addendum.

2. RFI: As it is used in Section 10.2, B, 1., does "State" mean anyone from the State or will there be a list of authorized requestors?

Response: There is a list of authorized State contacts.

3. Section 10.2, B, 1. "...shall return phone calls from the State within one (1) hour of the receipt of the phone call. All electronic emails from the State shall be replied to within two (2) hours of receipt..." Section 10.4, (B), 1., a. i. The Contractor shall respond within one (1) hour to the job site. Section 10.4, (B), 1., a., iii. Jobsite is defined at from the baseyard or requested site RFI: When these 3 sections are read collectively, does this mean there is one hour to respond to the telephone call and then one more hour to respond to the baseyard or requested site?

Response: Refer to question number one (1).

4. RFI: As used in 10.4, (B), 1., a., i., does "respond" mean to arrive at the site?

Response: The Contractor shall arrive at the site or baseyard at the time specified in the schedule or as requested. Liquidated Damages shall be applied if the Contractor fails to respond within the specified time.

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

5. RFI: There will be times (i.e. during peak hour traffic) that it would be impossible to get to some locations (i.e. Kahuku) within one hours' time. Does the State acknowledge that the "across the board" application of a one hour time limit to respond (i.e. physically be there) to any and all call outs may not always be achievable?

Response: The State acknowledges that some locations might take a longer travel time.

6. In reference to the special duty police officers, Section 10.4, (B), 3., d. "The contractor is responsible for attaching all receipts in the invoice and break down of additional charges." RFI: Would our administrative costs to process HPD special duty requests, invoices and checks be payable to us as "additional charges"?

Response: Administrative costs should be factored in bid item #8 and #9 costs.

7. Section 10.4, (B), 4. "The contractor is required to remove all traffic control signs and devices and/or equipment within 2 hours of notification..." RFI: Is notification considered to start once the request from the State is answered/responded to? That is, do we still have one (1) hour to respond to a phone call, or three (3) hours to respond to an email, and then 2 hours to do the removal?

Response: Two (2) hours from the State's request.

8. Section 10.3, (A), 2, a. – "This includes maintaining the following minimum daily inventory and available personnel:" RFI: Is the contractor required to have available, on stand-by, the listed equipment and personnel for the exclusive use of the State and this contract?

Response: The contractor should be available and fulfill any request.

9. RFI: How does contractor compensated for item such as personnel and HPD if they are on stand-by but not utilized for the day?

Response: These is no stand-by used for this contract.

10. Why does Project HWY-C-46-24 have Section 10 listed twice?

Response: It should only have one Section 10 but is being replaced with Addendum No. 4.

**STATE OF HAWAII
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HIGHWAYS**

11. Pls. define "emergency" job. 1. SOH Supervisor calls Dispatch during the day to request for type II barricades to be placed at area X. Is that an emergency? 2. SOH calls to say their sign keep falling over. They want more sandbags on it to keep it from falling over. Is this an emergency? 3. SOH sends email at about 8PM asking for and additional crew for tomorrow's work. Is this an emergency?

Response: All work is defined as "as needed".