STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

HONOLULU, HAWAII

SPECIAL PROVISIONS PROPOSAL CONTRACT AND BOND

FOR

GUARDRAIL REPAIRS

AT VARIOUS LOCATIONS

PROJECT NO. HWY-OM-2026-35

ISLAND OF OAHU

FY 2026

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for **GUARDRAIL REPAIRS AT VARIOUS LOCATIONS, ISLAND OF OAHU, PROJECT NO. HWY-OM-2026-35**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: https://hiepro.ehawaii.gov/welcome.html.

The solicitation specifications, proposal, and additional documents designated or incorporated by reference shall be available in HIePRO.

HIePRO OFFER DUE DATE AND TIME is June 23, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due 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. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of guardrail and terminal section repairs on the Island of Oahu on an open end, "as-needed" basis.

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

A virtual pre-bid conference is scheduled for June 5, 2026, at 10:00 a.m., HST. Interested bidders shall contact Jennifer Russell, Project Manager, directly at jennifer.t.russell@hawaii.gov, no later than one working day prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than June 9, 2026, at 2:00 p.m., HST**. RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Apprenticeship Preference. A 5 percent bid adjustment for bidders that are party to apprenticeship agreements pursuant to HRS § 103-55.6 is applicable to this project.

Employment of State Residents on Construction Procurement Contracts. Compliance with HRS § 103B-3 is a requirement for this project whereby a minimum of 80 percent of the bidder's work force on this project shall consist of Hawaii residents.

Campaign contributions by State and County Contractors. Contractors are hereby

notified of the applicability of HRS § 11-355 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.

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

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

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation," Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall 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).

Driving While Impaired (DWI) Education. The Hawaii Department of Transportation (HDOT) encourages all organizations contracted with HDOT 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.

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

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

ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

HIePRO RELEASE DATE: June 2, 2026

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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

S P E C I A L P R O V I S I O N S

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

101.03 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 period 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 PERIOD.

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 Period - The number of months provided for completion of the contract, inclusive of authorized time extensions. Contract time shall commence on the Notice to Proceed Date.

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 a work order, 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 work order 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.

Hawaii eProcurement System (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

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 (or Bid) - The offer of a Bidder, on the prescribed HDOT form, to perform the work and to furnish the labor and materials at the prices quoted.

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. 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) If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its <u>original form</u> and shall be <u>submitted before the bid deadline</u> to the Contract Office, Department of Transportation, Aliiaimoku Hale, 869 Punchbowl Street, Room 103, Honolulu, Hawaii 96813. Original surety bid bonds do <u>not</u> need to be submitted to the Contracts Office. Bidders are reminded that a copy of its surety bid bond shall be <u>included with its bid</u> submitted and uploaded to HIePRO.

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

102.09 Delivery of Proposal. Bidders shall submit and <u>upload the complete proposal to HIePRO</u> 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 <u>confidential and/or proprietary</u> shall be uploaded as a <u>separate file</u> to HIePRO. Bidders shall 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.**

<u>FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.</u>

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

102.10 Withdrawal or Revision of Proposals. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, submitted and uploaded to HIePRO prior to the bid opening date and time.

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. As specified in the Notice to Bidders, all requests shall be posted as a question in HIePRO under the "Question and Answer" tab.

Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HIePRO and supporting documents received by the Project Manager no later than fourteen (14) calendar days before 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, 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 proposal complies with all the prescribed requirements. 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. No response to request shall mean the bidder shall no longer be eligible for award.

(1) Requirement for Award. The Bidder, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, HRS, shall provide the documents listed below. The documents shall be submitted promptly to the Department. If a valid certificate/clearance is not submitted on a timely basis upon award, the Bidder may be deemed non-responsible. See also Subsection 108.03 – Preconstruction Data Submittal.

(A) Tax Clearance. Pursuant to §103D-310(c), 103-53 and 103D-328, HRS, the bidder shall submit a tax clearance certificate from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS), subject to section 103D-328, HRS, current within six (6) months of issuance 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) 587-4242 or 1-800-222-3229.

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

(B) DLIR Certificate of Compliance. Pursuant to §103D-310(c), HRS, the bidder shall submit a certificate of compliance for Hawaii Employment Security Law (Chapter 383, HRS), Workers' Compensation Law (Chapter 386, HRS), Temporary Disability Insurance (Chapter 392, HRS), and Prepaid Health Care Act (Chapter 393, HRS), from the State of Hawaii Department of Labor and Industrial Relations (DLIR), current within six (6) months from issuance date.

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

http://labor.hawaii.gov/

Contact the DLIR Unemployment Insurance Division at (808) 586-8926 for additional information.

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. Bidder shall submit directly to the DLIR. The approved certificate may then be submitted to the Department.

(C) DCCA Certificate of Good Standing. Pursuant to §103D-310(c), HRS, the bidder shall submit a Certificate of Good Standing from the Business Registration Division (BREG) of the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), current within six (6) months of issuance date, to demonstrate 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.

A Hawaii business that is a sole proprietorship 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. Bidder shall submit 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 in subsection A, B, and C, the bidder may make available proof of compliance through a state procurement office designated certification process.

This contract, to be awarded, is considered a requirements contract, as the guardrail repairs by the Contractor will be made on an "as-needed" basis during the 24-month contract period. The State gives no assurance as to the number of services it will purchase.

The bidder must maintain an office on the Island of Oahu 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 a 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
A – Area 1	$353,000.00
B – Area 2	$353,000.00
C – Area 3	$353,000.00
D – Area 4	$353,000.00

The above amounts represent the performance and payment bond amounts 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 and payment bonds to cover said work orders.

The contract bond required shall be furnished by the Contractor for the term of the contract. The bond of the contract shall be submitted to the State, or such additional time as may be granted by the State.

If the contract is extended beyond the initial term, the State shall require new bonds for each subsequent term. Such performance and payment bonds 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.

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 **Subsection 104.01 – Intent of Contract, Duty of Contractor** by adding the following after line 10:

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

The Contractor will be required to respond to a guardrail repair request within 48 hours after notification.

Repair of guardrail will be made through purchase orders placed 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 work.

The Contractor shall repair 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 excavation in a public right of way or on private property."

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

"**104.13 Performance of Work.** The Contractor shall perform work satisfactorily in the judgment 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 the case the Contractor fails to comply after five (5) working days from the date of the receipt of such a written order from the Engineer, the Engineer may employ a working force and equipment and change the Contractor for the reasonable cost thereof including depreciation for equipment or 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 bid 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 **Subsection 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."

(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 **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. Substitutions will be allowed only if the subcontractor:"

END OF SECTION 105

SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS

Make the following amendment to said Section:

(I) Amend Subsection **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 Subsection **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 5 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.

(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.

(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.

(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 for the contract will be issued to the Contractor not more than 30 calendar days after the contract certification date.

Separate Start Work Dates will be issued to the Contractor for each work order created. The Start Work Date issued for the work order will begin charging of time specified to complete the work order. Time specified to complete the work order will be followed in accordance with Subsection 108.05 – Contract Time. Liquidated damages for each work order will be enforced in accordance with Subsection 108.08 – Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time.

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 issuance of a work order 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.

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 the issuance of a work order. 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 work order 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 work order 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.

(I) 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 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 $5,000 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 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 part of the Standard Specifications:

"SECTION 110 – GUARDRAIL REPAIRS AT VARIOUS LOCATIONS

110.01 Scope of Work. The work shall consist of furnishing all labor, necessary equipment, materials and traffic control, to repair guardrail on the Island of Oahu as requested. The guardrail repair involves repairing the rails, posts, spacer blocks, terminal sections (gating and non-gating systems), and impact attenuator systems. 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 Section 110.03 – Area of Coverage.

The Contractor shall work as directed by the Highways Oahu District Maintenance Engineer (Engineer). The Contractor, as per Section 110.4 Safety and Convenience, shall provide traffic control and its cost shall be inclusive of guardrail work cost.

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

110.02 Contract Period and Option to Extend. The period of the contract shall be for 24 months commencing from the date indicated in the "Notice to Proceed" from the Department. There is an option to extend for three 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 two-year period in accordance with Section 102.12 - Disqualification of Bidders.

110.03 Area of Coverage. The project requires the Contractor to repair pavement at various locations on the Island of Oahu. Work shall be grouped into four areas along with the corresponding routes as shown on the attached map of the Island of Oahu (Figure 4). Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets. The four areas are:

(A) Area 1:

Route 64, Sand Island Access Road and Sand Island Parkway
Nimitz Highway (92) to Sand Island Park Entrance

Route 78, Moanalua Freeway
Kamehameha Highway (99) On-Ramp to Moanalua Freeway to
Moanalua Freeway Overpass (Structure over H-1)

Route 92, Kam-Nimitz Highway

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

Route 92, Nimitz Highway
Kalihi Stream Bridge to Richards Street

Route 92, Ala Moana Boulevard
Richards Street to 135 feet South of Kalakaua Avenue

Route 99, Kamehameha Highway
Waiawa Interchange to Pearl Harbor Interchange

Route 99, Farrington Highway
Waiawa Interchange

Route 7239, Ulune Street and Halawa Valley Road
North East of Kahuapaani Street to Iwaiwa Street

Route 7241, Kahuapaani Street
Salt Lake Boulevard to Halawa Heights Road

Route 7241, Halawa Heights Road
Kikania Street to Fernridge Place

Route 7310, Puuloa Road
Kam-Nimitz Highway (92) to Mahiole Street

Route 7345, Jarrette White Road
Mahiole Street to Tripler Hospital Gate

Route 7350, Bougainville Drive
Radford Drive (7351) to Salt Lake Boulevard

Route 7351, Radford Drive
Kamehameha Highway (99) to Bougainville Drive (7350)

Route 7401, Kamehameha Highway
Middle Street to Kalihi Stream Bridge

Route 7413, Liliha Street
North King Street to School Street

Route 7415, Middle Street
Kamehameha Highway (99) to Mauka of H-1 Freeway

*Route H-1, Waiawa Interchange to Kahauiki Interchange
Pearl City/ Waipahu to Middle Street

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

Route H201, Moanalua Freeway
Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange

Ala Ike Street (Leeward Community College)

Kaua Street
Middle Street (7415) to Pineapple Place

Lagoon Drive
Nimitz Highway (92) to Koapaka Street

Moanalua Road (Waiau Interchange)
Ewa of Kaulike Drive to Kokohead of Hoomalu Street

North King Street
Middle Street (7415) to Ola Lane Overpass

Pacific Street
425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in Iwilei

Salt Lake Boulevard
Kahuapaani Street (7241) to Luapele Drive

Sumner Street
Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei

Waiawa Road (Near Leeward Community College)
Farrington Highway (99) to Ala Ike Street

(B) Area 2:

Route 76, Fort Weaver Road
Navy Reservation Gate to Interstate Route H-1
Route 93, Farrington Highway
Palailai Interchange to Kaena Point State Park
Route 93, Farrington Highway (Makakilo Interchange)
Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both sides of Intersection
Route 95, Kalaeloa Boulevard and Malakole Street
Palailai Interchange to Vicinity of Kaiholo Street
Route 750, Kunia Road
Interstate Route H-1 to Wilikina Drive (99)
Route 901, Fort Barrette Road
Barbers Point Naval Reservation to Makakilo Drive Overpass
Route 7101, Farrington Highway
Fort Weaver Road (76) to Waiawa Interchange
Route 7110, Farrington Highway
Fort Weaver Road (76) to Old Fort Weaver Road
Route 7141, Iroquois Road
Fort Weaver Road (76) to West Loch Ammunition Depot
Route 7142, Waipahu Street
Kamehameha Highway (99) to Makai End of H-1 Overpass
Route H-1, Kalaeloa Boulevard to Waiawa Interchange

(C) Area 3:

Route 80, Kamehameha Highway
Wilikina Drive (99) to Kamananui Road (99)
Route 83, Joseph P. Leong Highway
Kamehameha Highway (99) to Kamehameha Highway (83)
Route 83, Kamehameha Highway
Kahalewai Place to Kahaluu Bridge
Route 83, Kahekili Highway
Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway (63)
Route 83, Likelike Highway
Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay Drive (65)
Route 83, Kamehameha Highway
Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali Hwy (61)
Route 99, Kamehameha Highway
Weed Junction (Haleiwa) to Kamananui Road (99)
Route 99, Kamananui Road
Kamehameha Highway (99) to Wilikina Drive (99)
Route 99, Wilikina Drive
Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange
Route 99, Kamehameha Highway
Wahiawa Interchange to Waiawa Interchange

Route 930, Farrington Highway
Dillingham Airfield to Kaukonahua Road at Thompson Corner
Route 930, Kaukonahua Road
Kaukonahua Road at Thompson Corner to South of Paukauila Stream
Route 7012, Whitmore Avenue
Kamehameha Highway (80) to Helemano Naval Reservation
Route 7013, Meheula Parkway (Mililani Interchange)
Beginning of Northbound On-Ramp to End of Southbound Off-Ramp
Route 7160, Ka Uka Boulevard (Waipio Interchange)
Moaniani Street to the beginning of Mililani Memorial Park Road
Route H-2, Wahiawa Interchange to Waiawa Interchange
Leilehua Golf Course Road (Leilehua Interchange)
Kamehameha Highway (99) to Northbound Off-Ramp (H-2)

(D) Area 4:

Route 61, Pali Highway
Vinevard Boulevard (98) to Castle Junction
Route 61, Kalanianaole Highway
Castle Junction to Waimanalo Junction
Route 61, Kailua Road
Waimanalo Junction to Kawainui Bridge
Route 63, Kalihi Street
Nimitz Highway (92) to School Street
Route 63, Likelike Highway
School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)
Route 65, Kaneohe Bay Drive
Kamehameha Highway (83) to Vicinity of Kaimalu Place
Route 65, Kaneohe Bay Drive
Malae Place to Kailua Interchange (H-3)
Route 65, Mokapu Saddle Road
Kaneohe Bay Drive (65) to Ilipilo Street
Route 65, Mokapu Boulevard
Ilipilo Street to North Kalaheo Avenue
Route 72, Kalanianaole Highway
Waimanalo Junction to Ainakoa Avenue
Route 98, Vineyard Boulevard
H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian Overpass)
Route 98, Halona Street
Houghtailing Street to Palama Street
Route 98, Olomea Street
Houghtailing Street to Palama Street
Route 7601, Old Waialae Road (Kapiolani Interchange)
Kapiolani Boulevard to North King Street
Route 7801, Waialae Avenue
17th Avenue to Kilauea Avenue
*Route H-1, Middle Street (7415) to Ainakoa Avenue
Route H-3, Haiku Portal of Harano Tunnel to Kaneohe Marine Corp Base
Bingham Street
Punahou Street to Vicinity of Isenberg Street

Funchal Street
Pauoa Road to Pali Highway (61)
Kapahulu Avenue
Harding Avenue to Kapiolani Boulevard
Keeaumoku Street
Kinau Street to Kaihee Street
Kokohead Avenue
Harding Avenue to Pahoa Avenue
Lunalilo Street
Ernest Street to Keeaumoku Street
McCully Street
Beretania Street to Dole Street
Metcalf Street
Dole Street to Alexander Street
Papaku Place
Near Piikoi/H-1 On-Ramp (East)
South King/ Harding Avenue
Waialae Avenue (near Humane Society) to Second Avenue
Waiaka Road
Waiaka Place to Kapiolani Boulevard
Waokanaka Street

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

110.04 Safety and Convenience. The Contractor shall at all times conduct his 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 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), 2023 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 proposal price of the various guardrail work items. See Section 645 – Work Zone Traffic Control.

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

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

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

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

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

The Contractor must notify all private property owners in the vicinity where pavement repairs 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 pavement repair 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 work day.

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

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

110.07 Work Orders. Prepare a work order (Figure 2) for each guardrail repair or group of guardrail repairs in the same location. The work order shall also include the construction schedule, supervisory staff, equipment list, and material to be used. 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 Oahu District Maintenance Superintendent at the Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819. 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 Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered. See Subsection 109.08 - Progress Payments."

END OF SECTION 110

Amend **Section 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL** to read as follows:

"SECTION 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

209.01 Description. This section describes the following:

(A) Including detailed plans, diagrams, and written Site-Specific Best Management Practices (BMP); constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site, including local material sources, work areas and haul roads; removing and disposing hazardous wastes; control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion); and complying with applicable State and Federal permit conditions.

(B) Work associated with construction stormwater, dewatering, and hydrotesting activities and complying with conditions of the National Pollutant Discharge Elimination System (NPDES) permit(s) authorizing discharges associated with construction stormwater, dewatering, and hydrotesting activities.

(C) Potential pollutant identification and mitigation measures are listed in Appendix A for use in the development of the Contractor's Site-Specific BMP.

Requirements of this section also apply to construction support activities including concrete or asphalt batch plants, rock crushing plants, equipment staging yards/areas, material storage areas, excavated material disposal areas, and borrow areas located outside the State Right-of-Way. For areas serving multiple construction projects, or operating beyond the completion of the construction project in which it supports, the Contractor shall be responsible for securing the necessary permits, clearances, and documents, and following the conditions of the permits and clearances, at no cost to the State.

209.02 Materials. Comply with applicable materials described in Chapters 2 and 3 of the current HDOT "Construction Best Management Practices Field Manual". In addition, the materials shall comply with the following:

(A) Grass. Grass shall be a quick growing species such as rye grass, Italian rye grass, or cereal grasses. Grass shall be suitable to the area and provide a temporary cover that will not compete later with permanent cover.

Alternative grasses are allowable if acceptable to the Engineer.

(B) Fertilizer and Soil Conditioners. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer. Fertilizer shall conform to Subsection 619.02(H)(1) - Commercial Fertilizer.

(C) Hydro-mulching. Hydro-mulching used as a temporary vegetative stabilization measure shall consist of materials in Subsections 209.02(A) - Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be recycled materials including bagasse, hay, straw, wood cellulose bark, wood chips, or other material acceptable to the Engineer. Mulches shall be clean and free of noxious weeds and deleterious materials. Potable water shall meet the requirements of Subsection 712.01 - Water. Submit alternate sources of irrigation water for the Engineer's acceptance if deviating from 712.01 - Water. Installation and other requirements shall be in accordance with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period. Install non-vegetative controls including mulch or rolled erosion control products while the vegetation is being established. Water and fertilize grass. Apply fertilizer as recommended by the manufacturer. Replace grass the Engineer considers unsuitable or sick. Remove and dispose of trash and debris. Remove invasive species. Mow as needed to prevent site or signage obstructions, fire hazard, or nuisance to the public. Do not remove down stream sediment control measures until the vegetation is uniformly established, including no large bare areas, and provides 70 percent of the density of pre-disturbance vegetation. Temporary vegetative stabilization shall not be used longer than one year.

(D) Silt Fences. Comply with ASTM D6462, Standard Practice for Silt Fence Installation.

Alternative materials or methods to control, prevent, remove and dispose pollution are allowable if acceptable to the Engineer.

209.03 Construction.

(A) Preconstruction Requirements.

(1) Water Pollution, Dust, and Erosion Control Meeting. Schedule a water pollution, dust, and erosion control meeting with the Engineer after Site-Specific BMP is accepted in writing by the Engineer. Meeting shall be scheduled a minimum of 7 calendar days prior to the Start Work Date. Discuss sequence of work, plans and proposals for water pollution, dust, and erosion control.

(2) Water Pollution, Dust, and Erosion Control Submittals. Submit a Site-Specific BMP Plan within 21 calendar days of date of award. Submission of complete and acceptable Site-Specific BMP Plan is the sole responsibility of the Contractor and additional contract time will not be issued for delays due to incompleteness. Include the following:

(a) Written description of activities to minimize water pollution and soil erosion into State waters, drainage or sewer systems. BMP shall include the following:

1. An identification of potential pollutants and their sources.

2. A list of all materials and heavy equipment to be used during construction.

3. Descriptions of the methods and devices used to minimize the discharge of pollutants into State waters, drainage or sewer systems.

4. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.

5. Methods of removing and disposing hazardous wastes encountered or generated during construction.

6. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.

7. Spill Control and Prevention and Emergency Spill Response Plan.

8. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.

9. Methods of storing and handling of oils, paints and other products used for the project.

10. Material storage and handling areas, and other staging areas.

11. Concrete truck washouts.

12. Concrete waste control.

13. Fueling and maintenance of vehicles and other equipment.

14. Tracking of sediment offsite from project entries and exits.

15. Litter management.

16. Toilet facilities.

17. Other factors that may cause water pollution, dust and erosion control.

(b) Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMPs to be installed or utilized; show areas of soil disturbance in cut and fill, indicate areas used for construction staging and storage including items (1) through (17) above, storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or solid waste, equipment and vehicle parking, and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include flow arrows. Include separate drawing for each phase of construction that alters drainage patterns. Indicate approximate date when device will be installed and removed.

(c) Construction schedule.

(d) Name(s) of specific individual(s) designated responsible for water pollution, dust, and erosion controls on the project site. Include home, cellular, and business telephone numbers, fax numbers, and e-mail addresses.

(e) Description of fill material to be used.

(f) For projects with an NPDES Permit for Construction Activities, submit information to address all sections in the Storm Water Pollution Prevention Plan (SWPPP).

(g) For projects with an NPDES Permit, information required for compliance with the conditions of the Notice of General Permit Coverage (NGPC)/NPDES Permit.

(h) Site-Specific BMP Review Checklist. The checklist may be downloaded from HDOT's Stormwater Management website at http://stormwaterhawaii.com.

Date and sign Site-Specific BMP Plan. Keep accepted copy on site or at an accessible location so that it can be made available at the time of an on-site inspection or upon request by the Engineer, HDOT Third-Party Inspector, and/or DOH/EPA Representative. Amendments to the Site-Specific BMP Plan shall be included with original Site-Specific BMP Plan. Modify SWPPP if necessary to conform to revisions. Include date of installation and removal of Site-Specific BMP measures. Obtain written acceptance by the Engineer before implementing revised Site-Specific BMPs in the field.

Follow the guidelines in the current HDOT "Construction Best Management Practices Field Manual", in developing, installing, and maintaining Site-Specific BMPs for all projects. For any conflicting requirements between the Manual and applicable bid documents, the applicable bid documents will govern. Should a requirement not be clearly described within the applicable bid documents, notify the Engineer immediately for interpretation. For the purposes of clarification "applicable bid documents" include the construction plans, standard specifications, special provisions, Permits, and the SWPPP when applicable.

Follow Honolulu's City and County "Rules for Soil Erosion Standards and Guidelines" for all projects on Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii projects.

(B) Construction Requirements. Do not begin work until submittals detailed in Subsection 209.03(A)(2) - Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Engineer.

Install, maintain, monitor, repair and replace site-specific BMP measures, such as for water pollution, dust and erosion control; installation, monitoring, and operation of hydrotesting activities; removal and disposal of hazardous waste indicated on plans, concrete cutting slurry, concrete curing water; or hydrodemolition water. Site-Specific BMP measures shall be in place, functional and accepted by HDOT personnel prior to initiating any ground disturbing activities.

If necessary, furnish and install rain gage in a secure location prior to field work including installation of site-specific BMP. Provide rain gage with a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site in an area that will not deter rainfall from entering the gate opening. Do not install in a location where rain water may splash into rain gage. The rain gage installation shall be stable and plumbed. Maintain rain gage and replace rain gage that is stolen, does not function properly or accurately, is worn out, or needs to be relocated. Do not begin field work until rain gage is installed and Site-Specific BMPs are in place. Rain gage data logs shall be readily available. Submit rain gage data logs weekly to the Engineer.

Address all comments received from the Engineer.

Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.

Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.

Limit maximum surface area of earth material exposed at any time to 300,000 square feet. Do not expose or disturb surface area of earth material (including clearing and grubbing) until BMP measures are installed and accepted in writing by the Engineer. Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff and wind before end of the work day.

Immediately initiate stabilizing exposed soil areas upon completion of earth disturbing activities for areas permanently or temporarily ceased on any portion of the site. Earth-disturbing activities have permanently ceased when clearing and excavation within any area of the construction site that will not include permanent structures has been completed. Earth-disturbing activities have temporarily ceased when clearing, grading, and excavation within any area of the site that will not include permanent structures will not resume for a period of 14 or more calendar days, but such activities will resume in the future. The term “immediately” is used in this section to define the deadline for initiating stabilization measures. “Immediately” means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased.

For projects with an NPDES Permit for Construction activities:

(1) For construction areas discharging into waters not impaired for nutrients or sediments, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

(2) For construction areas discharging into nutrient or sediment impaired waters, complete initial stabilization within 7 calendar days after the temporary or permanent cessation of earth-disturbing activities.

For projects without an NPDES Permit for Construction activities, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

Any of the following types of activities constitutes initiation of stabilization:

(1) Prepping the soil for vegetative or non-vegetative stabilization;

(2) Applying mulch or other non-vegetative product to the exposed area;

(3) Seeding or planting the exposed area;

(4) Starting any of the activities in items (1) – (3) above on a portion of the area to be stabilized, but not on the entire area; and

(5) Finalizing arrangements to have stabilization product fully installed in compliance with the deadline for completing initial stabilization activities.

Any of the following types of activities constitutes completion of initial stabilization activities:

(1) For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized; and/or

(2) For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

If the Contractor is unable to meet the deadlines above due to circumstances beyond the Contractor's control, and the Contractor is using vegetative cover for temporary or permanent stabilization, the Contractor may comply with the following stabilization deadlines instead as agreed to by the Engineer:

(1) Immediately initiate, and complete within the timeframe shown above, the installation of temporary non-vegetative stabilization measures to prevent erosion;

(2) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial establishment of vegetation as soon as conditions or circumstances allow it on the site; and

(3) Notify and provide documentation to the Engineer the circumstances that prevent the Contractor from meeting the deadlines above for stabilization and the schedule the Contractor will follow for initiating and completing initial stabilization and as agreed to by the Engineer.

Follow the applicable requirements of the specifications and special provisions including Section 619 Planting and Section 641 Hydro-Mulch Seeding.

Immediately after seeding or planting the area to be vegetatively stabilized, to the extent necessary to prevent erosion on the seeded or planted area, select, design, and install non-vegetative erosion controls that provide cover (e.g., mulch, rolled erosion control products) to the area while vegetation is becoming established.

Protect exposed or disturbed surface area with mulches, grass seeds or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate of 125 pounds per acre. For hydromulch, use the ingredients and rates required for mulches and grass seeds. Submit recommendations from a licensed Landscape Architect when deviating from the application rates above.

Apply fertilizer to mulches, grass seed or hydromulch per manufacturer's recommendations. Submit recommendations from a licensed Landscape Architect when deviating from the manufacturer's recommendations.

Install velocity dissipation measures when exposing erodible surfaces greater than 15 feet in height.

BMP measures shall be in place and operational at the end of work day or as required by Section 209.03(B) Construction Requirements**.**

Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road, sidewalk, or other paved area by the end of the same day in which the track-out occurs. Modify stabilized construction entrances to prevent mud from being tracked onto road. Stabilize entire access roads if necessary.

Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Engineer.

Provide temporary slope drains of rigid or flexible conduits to carry runoff from cuts and embankments. Provide portable flume at the entrance. Shorten or extend temporary slope drains to ensure proper function.

Protect ditches, channels, and other drainageways leading away from cuts and fills at all times by either:

(1) Hydro-mulching the lower region of embankments in the immediate area.

(2) Installing check dams and siltation control devices.

(3) Other methods acceptable to the Engineer.

Provide for controlled discharge of waters impounded, directed, or controlled by project activities or erosion control measures.

Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be source of fugitive dust.

Cleanup and remove any pollutant that can be attributed to the Contractor.

Install or modify Site-Specific BMP measures due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted Site-Specific BMP or a Site-Specific BMP that replaces an accepted Site-Specific BMP that is not satisfactorily performing. Modifications to Site-Specific BMP measures shall be accepted in writing by the Engineer prior to implementation.

Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

(1) For construction areas discharging into nutrient or sediment impaired waters, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.

(c) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

(2) For construction areas discharging to waters not impaired for nutrients or sediments, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

For projects without an NPDES Permit for Construction activities, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

Temporarily remove, replace or relocate any Site-Specific BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to project or public.

Maintain records of inspections of Site-Specific BMP work. Keep continuous records for duration of the project. Submit copy of Inspection Report to the Engineer within 24 hours after each inspection.

The Contractor's designated representative specified in Subsection 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up by the Engineer immediately, including weekends and holidays, and complete work to fix the deficiencies by the close of the next work day if the problem does not require significant repair or replacement, or if the problem can be corrected through routine maintenance. Address any Site-Specific BMP deficiencies brought up by the State's Third-Party Inspector in the timeframe above or as specified in the Consent Decree or MS4 NPDES

Permit, whichever is more stringent. The Consent Decree timeframe requirement applies statewide. The MS4 NPDES Permit only applies to Oahu. In this section, "immediately" means the Contractor shall take all reasonable measures to minimize or prevent discharge of pollutants until a permanent solution is installed and made operational. If a problem is identified at a time in the day in which it is too late to initiate repair, initiation of repair shall begin on the following work day. When installation of a new pollution prevention control or a significant repair is needed, complete installation or repair no later than 7 calendar days from the time of notification/Contractor discovery. Notify the Engineer and document why it is infeasible to complete the installation or repair within 7 calendar days and complete the work as soon as practicable and as agreed to by the Engineer. Address Site-Specific BMP deficiencies discovered by the Contractor within the timeframe above. The Contractor's failure to satisfactorily address these Site-Specific BMP deficiencies, the Engineer reserves the right to employ outside assistance or use the Engineer's own labor forces to provide necessary corrective measures. The Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply Site-Specific BMP measures may result in one or more of the following: assessment of liquidated damages, suspension, or cancellation of Contract with the Contractor being fully responsible for all additional costs incurred by the State.

(C) Discharges of Storm Water Associated with Construction Activities. If work includes disturbance of one acre or more, an NPDES Permit authorizing Discharges of Storm Water Associated with Construction Activity (CWB-NOI Form C) or Individual Permit authorizing storm water discharges associated with construction activity is required from the Department of Health Clean Water Branch (DOH-CWB).

Do not begin construction activities until all required conditions of the permit are met and submittals detailed in Subsection 209.03(A)(2) – Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Engineer.

(D) Discharges Associated with Hydrotesting Activities. If hydrotesting activities require effluent discharge into State waters or drainage systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or Individual Permit authorizing discharges associated with hydrotesting from DOH-CWB is required from the DOH-CWB.

Do not begin hydrotesting activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct Hydrotesting operations in accordance with the conditions of the permit or NGPC.

(E) Discharges Associated with Dewatering Activities. If dewatering activities require effluent discharge into State waters or drainage systems, an NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit authorizing discharges associated with dewatering from DOH-CWB is required from the DOH-CWB.

Do not begin dewatering activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct dewatering operations in accordance with the conditions of the permit or NGPC.

(F) Solid Waste. Submit the Solid Waste Disclosure Form for Construction Sites to the Engineer within 21 calendar days of date of award. Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer monthly. This should also include documentation from any intermediary facility where solid waste is handled or processed, or as directed by the Engineer.

(G) Construction BMP Training. The Contractor's representative responsible for development of the Site-Specific BMP Plan and implementation of Site-Specific BMPs in the field shall attend the State's Construction Best Management Practices Training. The Contractor shall keep training logs updated and readily available.

209.04 Measurement. Installation, maintenance, monitoring, and removal of BMP will be paid on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

209.05 Payment. The Engineer will pay for the accepted pay item listed below at contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for work prescribed in this section and contract documents.

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

Pay Item	**Pay Unit**
Installation, Maintenance, Monitoring, and Removal of BMP	Force Account

An estimated amount for force account is allocated in proposal schedule under ‘Installation, Maintenance, Monitoring and Removal of BMP’, but actual amount to be paid will be the sum shown on accepted force account records, whether this sum be more or less than estimated amount allocated in proposal schedule. The Engineer will pay for BMP measures requested by the Engineer that are beyond scope of accepted Site-Specific BMP on a force account basis.

No progress payment will be authorized until the Engineer accepts in writing Site-Specific BMP or when the Contractor fails to maintain project site in accordance with accepted BMP.

For all citations or fines received by the Department for non-compliance, including compliance with NPDES Permit conditions, the Contractor shall reimburse State within 30 calendar days for full amount of outstanding cost State has incurred, or the Engineer will deduct cost from progress payment.

The Engineer will assess liquidated damages up to $27,500 per day for non-compliance of each BMP requirement and all other requirements in this section.

Appendix A

The following list identifies potential pollutant sources and corresponding BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding section of the current HDOT Construction Best Management Practices Field Manual or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT Statewide Stormwater Management Program Website at *http://www.stormwaterhawaii.com/resources/contractors-and-consultants/* under Construction Best Management Practices Field Manual. Supplemental BMP sheets are located at *http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/* under Concrete Curing and Irrigation Water.

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Construction debris, green waste, general litter	• *Separate contaminated clean up materials from construction and demolition (C&D) wastes.* • *Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes.* • *Inspect construction waste and recycling areas regularly.* • *Schedule solid waste collection regularly.* • *Schedule recycling activities based on construction/demolition phases.* • *Empty waste containers weekly or when they are two-thirds full, whichever is sooner.* • *Do not allow containers to overflow. Clean up immediately if they do.* • *On work days, clean up and dispose of waste in designated waste containers.* • *See Solid Waste Management Section SM-6 for additional requirements.* • *Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.* • *Collect and dispose of all waste materials in trash dumpsters. Place dumpsters, with secure watertight lids, away from storm water conveyances and drains, in a covered materials storage area.* • *Dispose of construction and non- construction solid waste in accordance with State DOH regs.* • *Load removed non- recyclable vegetation directly onto trucks; cover and transport to a licensed facility*	*See Solid Waste Management Section SM-6. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage	• *Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical.* • *Designate bermed wash area if cleaning on site is necessary.* • *Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks.* • *Provide an ample supply of readily available spill cleanup materials.* • *Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.* • *Do not clean surfaces or spills by hosing the area down.* • *Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.* • *Inspect on-site vehicles and equipment regularly and immediately repair leaks.* • *Regularly inspect fueling areas and storage tanks.* • *Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.* • *Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.* • *Do not remove original product labels and comply with manufacturer's labels for proper disposal.* • *Dispose of containers only after all the product has been used.* • *Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.* • *Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.* • *See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Storage and Handling Section SM-2 for additional requirements.*	*See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Storage and Handling, Section SM-2, and Spill Prevention and Control SM-10.*

Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Soil erosion from the disturbed areas	• *Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-1, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-3 ,Level Spreader EC-6, Paving Operations SM-20, Construction Roads and Parking Area Stabilization SC-10, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Construction BMP Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-17).* • *Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP.* • *Preserve native topsoil where practicable.* • *In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth.* • *For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised.* • *Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible.* • *Sediment basins shall be designed and maintained in accordance with HAR Chapter 11-55.* • *Minimize disturbance on steep slopes (Greater than 15% in grade).* • *If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques designed for steep grades.* • *For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.*	*Soil Stabilization* *1. SM-22 Topsoil Management* *2. EC-12 Seeding and Planting* *3. EC-14 Mulching* *4. EC-11 Geotextiles and Mats* *Slope Protection* *1. EC-12 Seeding and Planting* *2. EC-14 Mulching* *3. EC-11 Geotextiles and Mats* *4. EC-4 Slope Roughening, Terracing, and Rounding* *5. EC-7 Slope Drains and Subsurface Drains* *6. EC-9 Slope Interceptor or Diversion Ditches/Berms* *SC-1 Storm Drain Inlet Protection*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	*BMP Requirements*
		Perimeter Controls and Sediment Barriers *1. SC-7 Silt Fence or Filter Fabric Fence* *2. SC-2 Vegetated Filter Strips and Buffers* *3. SC-6 Compost Filter Berm/Sock* *4. SC-8 Sandbag Barrier* *5. SC-9 Brush or Rock Filter* *Sediment Basins and Detention Ponds* *1. SC-4 Sediment Trap* *2. SC-5 Sediment Basin* *SC-3 Check Dams* *EC-6 Level Spreader* *SM-20 Paving Operations* *SC-10 Construction Roads and Parking Area Stabilization*

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Pollutant Source	*Appropriate Site-Specific BMP to be Implemented*	*BMP Requirements*
		Controlling Storm Water Flowing onto and Through the Project *1. EC-3 Run-On Diversion* *2. EC-5 Earth Dike, Swales and Ditches* *Post Construction BMPs* *1. EC-2 Flared Culvert End Sections* *2. EC-10 Rip-Rap and Gabion Inflow Protection* *3. EC-8 Outlet Protection and Velocity Dissipation Devices* *4. SM-22 Topsoil Management* *Non-Structural BMPs* *1. SM-1 Construction BMP Training* *2. SM-14 Scheduling* *3. SM-15 Location of Potential Sources of Sediment* *4. SM-17 Preservation of Existing Vegetation*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Sediment from soil stockpiles	• *Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP.* • *Place bagged materials on pallets and under cover.* • *Provide physical diversion to protect stockpiles from concentrated runoff.* • *Cover stockpiles with plastic or comparable material when practicable.* • *Place silt fence, fiber filtration tubes, or straw wattles around stockpiles.* • *Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water.* • *Unless infeasible, contain and securely protect stockpiles from the wind.* • *Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.* *See Stockpile Management Section SM-3 for additional requirements.*	*See Stockpile Management Section SM-3. Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.*
Emulsified asphalt or prime/tack coat	• *Provide training for employees and contractors on proper material delivery and storage practices and procedures.* • *Restrict paving operations during wet weather to prevent paving materials from being discharged.* • *Use asphalt emulsions such as prime coat when possible.* • *Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal.* • *Keep ample supplies of drip pans and absorbent materials on site.* • *Inspect inlet protection devices.* • *See Material Storage and Handling Section SM-2 and Paving Operations Section SM-20 for additional requirements.* • *Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.*	*See Material Storage and Handling Section SM-2,* and Stockpile Management Section SM-3, *Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.*

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Pollutant Source	*Appropriate Site-Specific BMP to be Implemented*	*BMP Requirements*
Materials associated with painting, such as paint and paint wash solvent	• *Hazardous chemicals shall be well-labeled and stored in original containers.* • *Keep ample supply of cleanup materials on site.* • *Dispose container only after all of the product has been used.* • *Remove as much paint from brushes on painted surface.* • *Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.* • *Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.* • *Do not dump liquid wastes into the storm drainage system.* • *Filter and re-use solvents and thinners.* • *Dispose of oil-based paints and residue as a hazardous waste.* • *Ensure collection, removal, and disposal of hazardous waste complies with regulations.* • *Immediately clean up spills and leaks.* • *Properly store paints, solvents, and epoxy compounds.* • *Properly store and dispose waste materials generated from painting and structure repair and construction activities.* • *Mix paints in a covered and contained area, when possible, to minimize adverse impacts from spills.* • *Do not apply traffic paint or thermoplastic if rain is forecasted.* • *See Material Storage and Handling Use SM-2, Hazardous Materials and Waste Management Section SM-9, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21 for additional requirements.* *Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.*	*See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, Hazardous Materials and Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-21, Storm Drain Inlet Protection SC-1, and Perimeter Sediment Controls where applicable.*

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Pollutant Source	*Appropriate Site-Specific BMP to be Implemented*	*BMP Requirements*
Industrial chemicals, fertilizers, and/or pesticides	• *Hazardous chemicals shall be well-labeled and stored in original containers.* • *Keep ample supply of cleanup materials on site.* • *Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.* • *Do not clean surfaces or spills by hosing the area down.* • *Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge.* • *Dispose container only after all of the product has been used.* • *Retain a complete set of safety data sheets (formerly MSDS) on site.* • *Store industrial chemicals in water-tight containers and provide either cover or secondary containment.* • *Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater.* • *Restrict amount of pesticide prepared to quantity necessary for the current application.* • *Do not apply fertilizers or pesticides during or just before a rain event.* • *Do not apply to stormwater conveyance channels with flowing water.* • *Comply with fertilizer and pesticide manufacturer's recommended usage and disposal instructions. Document departures from manufacturer's specifications in Attachment J.* • *Apply fertilizers at the appropriate time of year for the location, and preferably timed to coincide as closely as possible to the period of maximum vegetation uptake and growth.* • *Follow federal, state, and local laws regarding fertilizer application.* • *Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris.*	*See Material Storage and Handling Use Section SM-2, Stockpile Management Section SM-3, and Hazardous Materials and Waste Management Section SM-9, and Spill Prevention and Control SM-10*

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Pollutant Source	Appropriate Site-Specific BMP to be Implemented	BMP Requirements
	• *Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.* *See Material Storage and Handling Use SM-2, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.*	
Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)	• *Do not dispose of toxic materials in dumpsters allocated for construction debris.* • *Ensure collection, removal, and disposal of hazardous waste complies with regulations.* • *Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.* • *Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.* • *Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.* • *All containers stored outside shall be kept away from surface waters and within appropriately sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.* • *Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.* • *Do not clean surfaces or spills by hosing the area down.* • *Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.*	*See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12*

Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
	• *Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.* • *See Hazardous Materials and Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements.*	
Metals and Building Materials	• *Inspect construction waste and recycling areas regularly.* • *Schedule solid waste collection regularly.* • *If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.* • *Minimize the amount of material stored on site.* • *Do not stockpile uncovered metals or other building materials in close proximity to discharge points.* • *See Solid Waste Management Section SM-6 for additional requirements.*	*See Solid Waste Management Section SM-6*
Contaminated Soil	• *See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9 for additional requirements.* • *At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.*	*See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Materials and Waste Management Section SM-9*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Fugitive Dust Control and Dust Control Water	• *Do not over spray water for dust control purposes which will result in runoff from the area.* • *Apply water as conditions require.* • *Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.* • *Minimize exposed areas through the schedule of construction activities.* • *Utilize vegetation, mulching, sprinkling, and stone/gravel layering to quickly stabilize exposed soil.* • *Direct construction vehicle traffic to stabilized roadways.* • *Cover dump trucks hauling material from the site with a tarpaulin.* *See Dust Control Section SM-19 for additional requirements.*	*See Dust Control Section SM-19*
Concrete Truck Wash Water	• *Disposal of concrete truck wash water via percolation is prohibited.* • *Wash concrete-coated vehicles or equipment off-site or in the designated wash area.* • *Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.* • *Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.* • *Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.* • *The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.* • *Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.* • *Do not dump liquid wastes into storm drainage system.* • *Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.* • *See Waste Management, Concrete Wash and Waste Management Section SM-4 for additional requirements.*	*See Waste Management, Concrete Wash and Waste Management Section SM-4*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Sediment Track-Out	• *Include Stabilized Construction Entrance at all points that exit onto paved roads.* • *A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.* • *The pavement shall not be cleaned by washing down the street.* • *If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.* • *Use BMPs for adjacent drainage structures.* • *Remove sediment tracked onto the street by the end of the day in which the track-out occurs.* • *Restrict vehicle use to properly designated exit points.* • *Include additional BMPs that remove sediment prior to exit when minimum dimensions cannot be met.* *See Stabilized Construction Entrance/Exit Section SC-11 for additional requirements.*	*See Stabilized Construction Entrance/Exit Section SC-11*
Irrigation Water	• *Consider irrigation requirements.* • *Where possible, avoid species which require irrigation.* • *Design, timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.* *See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation included in SWPPP Attachment A for additional requirements.*	*See Seeding and Planting Section EC-12 and California Stormwater BMP Handbook SD-12 Efficient Irrigation*
Hydrotesting Effluent	• *If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.*	*Site specific BMPs will be included in the NOI/NPDES Permit Form F submittal.*

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Pollutant Source	***Appropriate Site-Specific BMP to be Implemented***	***BMP Requirements***
Dewatering Effluent	*If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-18 for additional requirements.*	*See Dewatering Operations SM-18. Site specific BMPs will be included in the NOI/NPDES Permit Form G submittal.*
Saw-cutting Slurry	• *Saw cut slurry shall be removed from the site by vacuuming.* • *Provide storm drain protection during saw cutting. See Paving Operations Section SM-20 for additional requirements.* *Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.*	*See Paving Operations Section SM-20, Storm Drain Inlet Protection SC-1, Perimeter sediment controls where applicable*
Concrete Curing Water	• *Avoid overspraying of curing compounds.* • *Apply an amount of compound that covers the surface, but does not allow any runoff of the compound.* *See California Stormwater BMP Handbook NS-12 Concrete Curing included in SWPPP Attachment A for additional requirements.*	*See California Stormwater BMP Handbook NS-12 Concrete Curing*

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Pollutant Source	*Appropriate Site-Specific BMP to be Implemented*	*BMP Requirements*
Plaster Waste Water	• *Direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.* • *Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.* • *Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of.* • *Plaster waste water shall not be allowed to flow into drainage structures or State waters. See Material, Storage and Handling Use SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9 for additional requirements.*	*See Material, Storage and Handling Use Section SM-2, Stockpile Management Use Section SM-3, and Hazardous Materials and Waste Management Section SM-9*
Water-Jet Wash Water	• *For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical.* • *See Vehicle and Equipment Cleaning Section SM-11 for additional information.* • *For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters.*	*See Vehicle and Equipment Cleaning Section SM-11*
Sanitary/Septic Waste	• *Locate Sanitary facilities in a convenient place away from drainage facilities.* • *Position sanitary facilities so they are secure and will not be tipped over or knocked down.* • *Wastewater shall not be discharged to the ground or buried.* • *A licensed service provider shall maintain sanitary/septic facilities in good working order.* • *Schedule regular waste collection by a licensed transporter.* • *See Sanitary Waste Section SM-7 for additional requirements.*	*See Sanitary Waste Section SM-7.*

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END OF SECTION 209

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 post, spacer block, end anchorage, terminal section and transition section as units of each kind."

(II) Amend **606.05 – Payment** by revising lines 120 to 141 to read as follows:

"**606.05 Payment.** The Engineer will pay for the accepted guardrail, post, and spacer block at the contract price per pay unit, as shown in the proposal schedule. The price includes full compensation for removing existing guardrails and posts; filling 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 end anchorage, terminal section and transition section at the contact price per pay unit complete in place. The price includes full compensation for removing existing guardrails and posts; filling post holes; grading and compacting the shoulder area; installing physical barrier; furnishing and installing the end anchorage, terminal section and transition section; 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**
_____ Guardrail _____	Linear Foot
Spacer Block for _____	Each
_____ Post for Guardrail _____	Each

Deck-Mounted Bridge Post _____	Each
Type _____ Anchor Block Assembly	Each
Terminal Section – Type _____	Each
_____ End Section (_____)	Each”

END OF SECTION 606

Make the following section a part of the Standard Specifications:

SECTION 621 – INVASIVE SPECIES MANAGEMENT

621.01 Description. This section describes the best management practices for the prevention, identification, control, eradication, and reporting of invasive plant and animal species (collectively, invasive species). Invasive species impacts can include damage to infrastructure, public health and safety issues, reduction of biodiversity, and reduced cover of desirable native and/or nonnative species. The material found in Section 621 – Invasive Species Management shall be applied to the following sections, as appropriate: Section 201 – Clearing and Grubbing, Sections 202 – Removal of Structures and Obstructions, 203 – Excavation and Embankment, 204 –Excavation and Backfill for Miscellaneous Facilities, 205 – Excavation and Backfill for Bridge and Retaining Structures, and 206 –Excavation and Backfill for Drainage Facilities, which cover various excavations; Section 209 – Temporary Water Pollution, Dust, and Erosion Control; Section 619 – Planting; Section 641 – Hydro-Mulch Seeding; Section 642 – Landscape Maintenance; and Section 643 – Maintenance of Existing Landscape Areas.

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

(1) Alien Species. Any species, including its seeds, eggs, spores, or other biological material capable of propagating that species, that is not native to that ecosystem.

(2) Botanist/Arborist. A person with a minimum of 5 years of experience in the botanical field, including the identification, eradication, control, and reporting of invasive plant species. The CONTRACTOR's selected botanist/arborist shall be approved by the Engineer.

(3) Hawaii Invasive Species Council (HISC). Inter-departmental collaboration comprised of the Departments of Land & Natural Resources (DLNR), Agriculture (DOA), Health (DOH), Transportation (DOT), Business, Economic Development & Tourism (DBEDT), and the University of Hawaii (UH). The HISC was established in 2003 for the special purpose of providing policy level direction, coordination, and planning among state departments, federal agencies, and international and local initiatives for the control and eradication of harmful invasive species infestations throughout the State and for preventing the introduction of other invasive species that may be potentially harmful.

(4) Invasive Species. An alien species whose introduction does, or is likely to, cause economic or environmental harm or harm to human health.

(5) Invasive Species Committee (ISC). Committees located in Hawai‘i that are island-based partnerships of government agencies, nongovernmental organizations, and private businesses protecting each island from the most threatening invasive weeds and pests.

(6) Noxious Weed. Any plant species that is, or that may be likely to become, injurious, harmful, or deleterious to the agricultural, horticultural, aquacultural, or livestock industry of the state and to forest and recreational areas and conservation districts of the state, as regulated by the Secretary of Agriculture and the federal land management agencies and the State of Hawai‘i Department of Agriculture (HDOA) Hawai‘i Revised Statutes (HRS) Chapter 152. The HDOA Noxious Weed List can be found in HRS 4:6:68 (Noxious Weed Rules).

(7) Pest. Any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other microorganism (except viruses, bacteria, or other microorganisms on or in living humans or other living animals) that the Engineer declares to be a pest (Federal Insecticide, Fungicide, and Rodenticide Act, Section 2(t)).

(8) Physical Construction. Activities associated with clearing, grubbing, grading, excavating, filling of land, or other similar site work activities and that cause ground disturbance and/or site disturbance.

(9) Propagule. A vegetative structure that can become detached from a plant and give rise to a new plant, e.g., a bud, sucker, or spore.

(10) Priority Invasive Plants for the State of Hawai‘i Department of Transportation Construction Projects.

(a) Plants and weeds identified in State of Hawai‘i Department of Transportation (HDOT) contract specifications.

(b) Plants on the U.S. Department of Agriculture Federal Noxious Weed List and in HRS 4:6:68 (Noxious Weed Rules) *provided that* the HDOA and/or the ISC also recommend that weed as a target.

(c) Species identified as targets for the early detection, eradication, or containment and control by the local island ISC in each county, found at the following websites:

1. Hawai‘i Island: https://www.biisc.org/

2. Kaua‘i: https://www.kauaiisc.org/

3. Maui: https://mauiinvasive.org/

4. O‘ahu: https://www.oahuisc.org/

(d) Species determined by HDOT to impact roadside maintenance operations, infrastructure, or health and safety of the public (as determined by the Engineer). These species can be found in Chapter 2 of the HDOT Invasive Species Project Prioritization Plan.

(e) Species that are actively controlled by neighboring landowners and agreed upon by the Engineer, as identified during pre-construction consultation with landowners (as applicable).

(11) Priority Pests for the State of Hawai‘i Department of Transportation.

(a) Animals and pathogens designated as high-priority invasive species for early detection, eradication, or containment by the ISCs or HDOA in each county.

(b) Animals and pathogens known to impact roadside maintenance operations, infrastructure, or public safety, as determined by HDOT.

(c) Animals and pathogens that are of concern to neighboring landowners and the Engineer agrees should be targets for HDOT.

(12) Weed. Any plant growing where it is not wanted, as determined by the Engineer.

(13) Wildlife Biologist. A person with a minimum of 5 years of experience in the wildlife field, including identification, eradication, control, and reporting of invasive animal species. The CONTRACTOR’s selected Wildlife Biologist shall be approved by the Engineer.

621.02 Materials.

(A) Free from Invasive Plants or Pests. All material, including plant material, gravel, sand, and soil, provided for the project shall be free of invasive plants or pests. Such action is to prevent the introduction of invasive species onto the project site.

(B) Plant Material Sources.

(1) The CONTRACTOR shall buy plants propagated on the island where the plants will be planted. The CONTRACTOR shall provide the Engineer with the names of the nursery or nurseries they will use to provide landscaping plants in accordance with Section 619 – Planting. A Botanist/Arborist and a Wildlife Biologist (collectively, Biologists) shall inspect the nursery for the presence of invasive species on the property and in planting materials destined for the project site within 90 days of planting. Inspection results shall be provided to the Engineer in a report.

(2) Should plants not be available on-island, imported plants from off-island may be used but shall not be brought directly to the project site. State of Hawai‘i Plant Quarantine Branch–certified nurseries should be given priority when selecting off-island plant imports (State of Hawai‘i Plant Industry Division 2020, available at: https://hdoa.hawaii.gov/1pi/pq/certified-nurseries/). These plants shall not be mixed with locally grown plants and shall be first quarantined in a location away from the project site for a period not less than 30 days in an area approved by the Engineer. Biologists shall inspect all plants imported from off-island to ensure that they are free from invasive species, such as coqui frogs (*Eleutherodactylus coqui*), fire ants (*Wasmannia auropunctata* and *Solenopsis geminata*), and weed seedlings, that could arrive inadvertently. The Biologists shall screen out any priority invasive plants or other potentially invasive plants or organisms, including imported plants that appear to be sick or carrying disease. Any plant that appears to be diseased shall be submitted to the University of Hawai‘i College of Tropical Agriculture and Human Resources extension agents for positive identification of the disease. The Biologists may also seek assistance from other organizations, including the State of Hawai‘i Department of Land and Natural Resources (DLNR), HDOA, and the local island ISC in the identification or detection of non-plant invasive species. Imported plants shall be planted out only after they have been determined to be free of unwanted weeds or animal pests at the quarantine location determined by the Engineer. All pests or invasive species shall be reported by calling the Hawai‘i Invasive Species Council at

808-643-PEST (7378) to determine appropriate treatment.

(3) In conjunction with Section 641 – Hydro-Mulch Seeding, a botanist/arborist shall inspect seeded areas a minimum of 45 days after hydroseed is applied.

(C) Construction Material.

(1) The Contractor shall make sure all material stockpile sites are free of invasive plants (including seeds and propagules) and animals. Stockpile site surveys shall be included in the Biologists' inventory report.

(2) All imported materials, including gravel, soil, rock, and sand shall be free of invasive species.

(3) All materials shall be stockpiled at a designated staging area to prevent contamination. If possible, permanent containment areas shall be constructed for long-term projects.

(4) Stockpiles of materials such as gravel, soil, rock, and sand shall be inspected every 6 months by the Biologists to ensure that they are not encroached upon by invasive plants or animals (a buffer of 30 feet shall be maintained).

(5) If invasive species are present, the CONTRACTOR shall either chemically or mechanically remove them, as determined by the Engineer.

621.03 Construction.

(A) Responsibility.

(1) Any priority invasive plants and priority pests that establish after notice to proceed and prior to final acceptance by the Engineer that were not present before construction shall be the sole responsibility of the CONTRACTOR to remove or control. Acceptable removal is dependent on the type of species and shall be approved by the Engineer.

(2) The CONTRACTOR shall be responsible for the control or eradication of priority invasive plants and/or priority pests that are already established at a project site before construction begins. CONTRACTOR responsibility is determined by the Engineer. Removal of already established species shall be paid from the force account; see Payment section below.

(3) The CONTRACTOR shall ensure that weed and/or pest removal is carried out in a legal manner, including obtaining all necessary training, licenses, and permits from applicable regulatory agencies for the specific methods proposed for removal and disposal of invasive species.

(B) Inventory of Invasive Species before Physical Construction.

(1) A full list of plant and animal species present at the site (botanical inventory and faunal inventory, respectively) is required for projects that have more than 1 acre or 43,560 square feet of roadside soil or vegetation and which will remain as soil or vegetation at the end of the construction project. The botanical and faunal inventory can either be combined into one report or the floral and faunal inventories can be reported on separately. Biologists shall provide one electronic copy of each inventory report to the Engineer. Botanical and faunal inventories shall be undertaken within 30 days before physical construction activities (e.g., site work, clearing, grubbing, ground disturbance, and/or any other site disturbance) are initiated. The postconstruction botanical and faunal inventories shall be undertaken during the Plant Establishment Period, which extends 9 months from the accepted completion date of the Planting Period. See Section 619 – Planting for definitions on the Planting Period and the Plant Establishment Period. The botanical and faunal inventory of the right-of-way shall be done by Biologists hired by the CONTRACTOR. The botanical inventory report shall include scientific names of plant species and their abundance (area covered and/or number of plants, as appropriate, depending on growth form). For priority invasive plants, the inventory shall provide details on GPS location (NAD 83) and reproductive status: mature (reproductive parts present) or immature. For priority invasive animals, the inventory shall include scientific names of faunal species and shall provide details on GPS location (NAD 83) and individual(s) detected.

(2) The Biologists shall inventory and report any priority invasive plants and/or priority invasive pests within 30 feet of any proposed on-site stockpiles for gravel, sand, and soil that may be sourced for the construction project.

(C) Invasive Species Removal Plan.

(1) If invasive species are found before physical construction, including within 30 feet of material stockpile locations, the CONTRACTOR shall submit an invasive species removal plan for

approval by the Engineer. This plan shall include specific removal methods for all priority invasive species identified by the Engineer, such as physical removal and/or chemical treatments, and a detailed post-removal monitoring plan. The plan should address how to prevent the spread of the invasive species if not removed. A cost to remove and a cost to prevent the spread shall be submitted by the CONTRACTOR. Preparation of the removal plan will be paid for from the force account.

(2) If the invasive species is/are not removed prior to physical construction, the CONTRACTOR shall surround areas of all invasive plants with a protective 4-foot-high, orange plastic mesh or equivalent fence accepted by the Engineer, supported on a minimum 6-foot-long steel T-post. The CONTRACTOR shall provide signage on the fence that states “not to disturb or work within the fenced area.” Fences shall be erected before removal work begins and shall not be removed until removal work is completed. For trees or shrubs, flagging tape can be used to mark plants. The CONTRACTOR shall contact the local island ISC to determine the best method to contain invasive animals.

(D) Removal of Priority Invasive Species Found before Physical Construction.

(1) The CONTRACTOR shall be required to remove invasive plants and/or priority pests present at the site after approval of the removal plan or implement mitigation measures to prevent their spread. Removal of invasive species present prior to construction will be paid from the force account. Removal shall be completed prior to any physical construction at the project site.

(2) The CONTRACTOR shall be responsible for ensuring the plant and animal removal is carried out in a legal manner, including obtaining all necessary training, licenses, and permits from applicable regulatory agencies for the specific methods proposed for clearing and removing invasive species.

(3) If pesticides are proposed for use in the removal plan, the CONTRACTOR shall ensure that their application is supervised by a licensed commercial applicator. The labels for pesticides being used must be in the applicator’s possession; the applicator shall have proper safety equipment and be prepared to handle chemical spills before they occur. The CONTRACTOR shall use the least toxic chemical that shall achieve the desired results. If a chemical spill occurs, the Engineer must be notified, and the proper authorities shall be notified in accordance with the pesticide label requirements.

A record of chemical applications shall be kept by the commercial applicator and submitted to the Engineer.

(4) Green waste resulting from invasive species removal shall be disposed in a manner that will prevent spread by seeds or regrowth from plant fragments. Material contaminated with invasive species shall be covered and secured during transport to prevent other areas from becoming contaminated. In addition, seeds and fruit shall be placed and secured in bags by the CONTRACTOR. As determined by the Engineer, plant material shall be incinerated or buried in a landfill.

(E) Post-removal Monitoring and Inspection. A Biologist shall carry out post-removal monitoring at least every 6 months to confirm that the removal plan was successfully implemented. The post-removal monitoring is intended to ensure that the treated areas remain free of invasive species during the construction. Before handing the site over to the Engineer, the CONTRACTOR shall perform an inspection of the entire construction site. The Engineer shall determine whether the CONTRACTOR has met the responsibilities for invasive species removal based on the post-removal inspection report.

(F) Decontaminating Equipment, Machinery, and Vehicles.

(1) Clean Equipment.

(a) All CONTRACTOR equipment and vehicles shall arrive at the work site clean and visibly free of any soil, plants, or plant parts (e.g., seeds); insects and insect eggs; reptiles and amphibians and their eggs; or any other invasive species. Routine clean-down procedures shall be implemented to prevent contaminants from building up using visible inspection and power washing equipment. All equipment cleaning and sanitation shall be incidental to the lump-sum pay items.

(b) The CONTRACTOR shall certify that equipment is arriving free of soil and debris capable of transporting viable invasive plant parts, seeds, or propagules, or invasive animals. The CONTRACTOR shall provide the Engineer with sequentially numbered decals and an accompanying spreadsheet with the decal numbers indicated in one column and subsequent column headings for the date of inspection and license plate number. Decals shall include the contract number and be consistent with the format supplied by the Engineer. The CONTRACTOR shall place the decal on construction project machinery and vehicles, and the

Engineer will initial and date the decal after an inspection determines that the vehicles are acceptably clean. After initialing the decal on the vehicle/ machinery, the Engineer will use the submitted spreadsheet to record the date of inspection and license plate number. The CONTRACTOR shall remove the decal after project completion.

(c) Vehicles or equipment that are off-site for 1 or more working days shall be cleaned and inspected at least once prior to their arrival at site. For other vehicles left on-site, the CONTRACTOR shall attempt to maintain reasonable standards of vehicle hygiene, and frequency of inspection will be determined by the Engineer.

(d) All vehicles and equipment brought in for construction work from off-island are required to be thoroughly washed at the port of export before they arrive at the project site. If invasive species are found at the project site, all vehicles that are deemed to be contaminated by the Engineer must be washed before leaving the project site and being returned to its island of origin, or if not feasible or appropriate at the project site, then at an approved alternative site.

(e) Cleaning Stations.

1. The Engineer will designate a cleaning station for the project site. The location of cleaning stations shall be recorded using a GPS unit and provided to the Engineer. The Engineer will consider the following when selecting and approving a cleaning station at the project site:

a. The cleaning stations shall not contribute to further contamination of machinery. To prevent this, gravel or other appropriate material shall be used to minimize contact with mud or dirt, which may contain invasive plant seeds.

b. Cleaning stations shall be located in low-value areas (e.g., away from native vegetation) or off-site.

c. The designated cleaning area must provide an environment for operators to safely undertake clean-down procedures (i.e., is safe for road traffic and personnel).

d. Cleaning station locations must be clearly posted with signs that say: “Cleaning Station.”

2. The CONTRACTOR shall only use designated cleaning stations at the project site to decontaminate equipment, machinery, and vehicles. All earthwork equipment shall be cleaned and be completely free of soil, seeds, vegetative matter, or other debris that could contain plant seeds or propagules prior to arrival and/or before leaving the project site. Manual clean-down procedures consist of using hand tools such as brushes, brooms, air compressors, vacuums, and/or high-pressure water guns. If using high-pressure water, apply only as much water as needed to avoid unnecessary run-off. As part of the cleaning, the CONTRACTOR must pay particular attention to key areas such as the chassis and wheels. A clean-down checklist for vehicles shall include the following:

a. Underside: wheels, rollers, tracks, wheel arches, wheel trim, bumpers, mud flaps, tire rims, axle, differentials, and spare tire

b. Digging apparatus, blades, and buckets

c. Interior: foot wells, carpets, and under mats

d. Engine bay: radiator, air filters, grille, recess under windscreen wipers, and transmission gearbox

e. Tray and trunk (for soil, seed, and plant material)

3. The CONTRACTOR shall clean and inspect equipment before it arrives at the project site. Equipment shall be considered free of soil, seeds, and other such debris after a visual inspection confirms it. Visual inspection shall include the complete exterior, including undercarriages, tires, wheel wells, and grille. Disassembly of equipment components or specialized inspection tools are not required. The Engineer will maintain a log of vehicle inspections. Earthwork

equipment shall not be allowed to operate within the state right-of-way until approved by the Engineer.

4. Priority pests found hitchhiking on equipment shall be reported to HDOA by calling 808-643-PEST (7378).

5. Equipment shall not be sprayed with pesticides as a preventative measure. Spraying equipment with pesticides is not consistent with label specifications. Additionally, many pesticides target a wide range of vegetation and invertebrates and using pesticides in this way may harm nontarget vegetation and invertebrates.

6. The CONTRACTOR shall thoroughly inspect seeding equipment prior to conducting seeding activities to ensure they are free of invasive plant propagules.

(G) Ensuring No Invasive Species Become Established during Construction.

(1) The CONTRACTOR is responsible for keeping the construction site free of invasive species**.** Monitoring shall be carried out by the CONTRACTOR after removal of invasive species found prior to construction, every 6 months during construction, after physical construction, and after the Plant Establishment Period, before handing the site over to the State. This monitoring shall be undertaken by a Botanist/Arborist for invasive plants and a Wildlife Biologist for invasive animals who shall provide an inventory report which will include scientific names of plant and animal species and their abundance (e.g., area covered and/or number of plants, as appropriate, depending on growth form; and number of individual animals detected). The invasive species inventory report can either report on invasive plants and animals separately or joined as a single document. The report for priority invasive plants shall provide GPS (NAD 83) locations and reproductive status, and the report for priority invasive pests shall provide GPS (NAD 83) locations and the number of individuals detected. Each Biologist shall provide one electronic copy of each inventory report to the Engineer.

(2) Invasive Species Information Signage at the Project Site. Invasive species and noxious weed signage shall be prominently posted at the CONTRACTOR's workplace and at the project site. Signage shall include one laminated 8.5 × 11–inch color page for

each HDOT priority invasive species relevant to the project site. The CONTRACTOR may obtain free digital files with invasive species photographs that shall be printed and laminated for use on the project site; these are available at: http://www.hawaiiinvasivespecies.org. All signage shall include "Call 808-643-PEST (7378)."

(3) Training. HDOT and the CONTRACTOR's field staff shall attend a mandatory training by biologists knowledgeable about invasive plants and animals about on-site decontamination protocols, identification of priority invasive species and pests, and reporting procedures**,** once annually (or prior to any physical construction). The local island ISC should be contacted for training information. Trainers shall record the name and date of training for those individuals that complete the training, which shall be provided to the Engineer upon request.

(4) Unannounced Inspections. The CONTRACTOR shall provide unfettered access to the state right-of-way to any ISC staff, HDOA staff, or anyone else acting for the Engineer for the purpose of detecting or monitoring invasive species.

(H) Post-Physical Construction Prior to Returning the Site to the State—Post-Construction Inventory. The CONTRACTOR shall conduct a post-construction invasive species inventory to verify and confirm that the CONTRACTOR maintained the site in the original condition after the initial removal of invasive species was conducted. If additional invasive species are found, the CONTRACTOR would be responsible to develop a removal plan, remove the invasive species found, and conduct post-removal monitoring at their own expense. The removal plan shall be subject to Engineer approval.

621.04 Measurement. The Engineer will measure the work required for the management of invasive species on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

621.05 Payment. The Engineer will pay for the accepted invasive species management on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

Pay Item	Pay Unit
Invasive Species Management	Force Account

An estimated amount for the force account is allocated in the proposal schedule under “Invasive Species Management”, but the actual amount to be paid will be the sum shown on accepted force account records, whether this sum is more or less than the estimated amount allocated in the proposal schedule.”

END OF SECTION 621

Amend **Section 645 – WORK ZONE TRAFFIC CONTROL** to read as follows:

"SECTION 645 - WORK ZONE TRAFFIC CONTROL

645.01 Description. This section describes the following:

(A) Furnishing, installing, maintaining, and subsequently removing work zone traffic control devices, and personnel. Work zone traffic control shall include providing flaggers and police officers.

(B) Keeping roads for public traffic open and in passable condition; providing and maintaining temporary access crossings for trails, businesses, parking lots, garages, residences, farms, parks, and other driveways; taking necessary work precautions for the protection, safety, and convenience of the public; should pedestrian facilities exist, taking necessary measures for safe and accessible passage, with route information and ADAAG compliance, for pedestrians traveling through or near work zone; taking necessary precautions to protect work zone workers from situations that place workers at increased risk from motorized traffic.

(C) Taking safety and precautionary measures, such as illuminating roadway obstructions during hours of darkness, in accordance with Chapter 286, HRS; Title 19, Subtitle 5, Chapters 127, 128, and 129, HAR; and *MUTCD*.

645.02 Materials.

Signs	750.01
Sign Posts	750.02
Fasteners for Signs and Route Markers	750.03
Reflector Marker	750.07
Flexible Delineator Posts and Reflectors	750.08
Traffic Delineators	750.09
Preformed Pavement Marking Tape	755.04

Submit electronic crashworthy documentation, including but not limited to, drawings in pdf and CADD, crash test reports, and FHWA eligibility letters certifying compliance with MASH 2016, for signs, sign supports, barricades, tubular markers, cones, vertical panels, and other traffic control devices. Only

devices that are deemed crashworthy will be allowed.

Upon request of the Engineer, furnish self-certified MASH 2016 compliant letter from vendor(s) for each type of Category 1 traffic control device, as defined by FHWA and/or AASHTO, including single-piece traffic cone, single-piece drum, and tubular marker.

Traffic control devices, including signs, barricades, warning lights, arrow boards, portable changeable message signs, cones, tubular markers, and temporary concrete barriers shall conform to the American Traffic Safety Services Association (ATSSA), *Quality Guidelines for Temporary Traffic Control Devices and Features* and the *MUTCD*.

Protective devices including barricades, warning signs, lights, and temporary signals shall conform to Title 19, Subtitle 5, Chapters 127, 128, and 129, HAR. Retroreflectorization for protective devices such as barricades, tubular markers, and warning signs shall conform to Subsection 750.01 – Signs.

645.03 Construction. Furnish, install, and maintain barricades, signs, cones, tubular markers, lights, flashing signals, and other traffic control devices.

Furnish two police officers for each location that requires work zone traffic control. If the Traffic Control Plan (TCP) is included in the contract documents, furnish number of police officers indicated in the TCP, whichever is greater.

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

When directing traffic, flaggers, or police officers, or both shall be in direct communication with each other.

TCP for lane closure on two-lane road will consider intersections and driveway access. Maximum length of a lane closure on a two-lane road is 1,000 feet.

Submit TCP and schedule at least 15 working days before work starts. Submit modifications and deviations from accepted TCP and schedule at least 15 working days before start of work requiring modification or deviation. Illegible TCP will not be accepted.

Include the following in TCP and schedule:

(1) Signs (type, size, designation, and placement).

(2) Traffic movements shown by arrows.

(3) Positions of flaggers and police officers.

(4) Barricades, cones, tubular markers, and additional traffic control devices and measures necessary for protection of work and public safety; and placement, spacing, distances, and reference points for traffic control devices.

(5) Layout, drawn to scale, of traffic control devices, including information needed to layout TCP.

(6) Brief description of work.

(7) Dates of work.

(8) Times of day affected.

(9) Proposed public information sign.

(10) Proposed news release.

Place sign or device situated farthest upstream from work zone first. Then place others progressively downstream toward work zone.

Extend cones or tubular markers to point where cones or tubular markers are visible to approaching traffic.

For signs with messages on both faces, cover inapplicable message before placement.

Keep barricades, construction and warning signs, and other traffic control devices in good condition. Repair, clean, or replace barricades, signs, or other devices as required to maintain effectiveness and appearance. The Engineer alone will decide suitable condition of each barricade, sign, or other traffic control device.

Remove or cover regulatory and warning signs that conflict with TCP. Restore signs upon completion of work or as ordered by the Engineer. Affix object markers to post(s) of covered sign.

Promptly remove or cover construction and warning signs that are not applicable or not in use.

For sign covers, fully covers signs as indicated in the Acceptable category of the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. Covers that are deemed to be in the Marginal or Unacceptable categories will not be accepted. Covers that are fabricated from rigid materials will

also not be accepted unless it is certified to be MASH 2016 compliant.

Promptly remove traffic control devices that are no longer needed.

Remove traffic control devices in reverse order of installation, starting closest to work zone and continuing away from work zone.

Maintain abutting owners' existing access until replacement access is usable. Obtain permission from abutting owners, including conditions for closing existing access. Submit copy of agreement with abutting owners before beginning work in the affected area.

When working on existing facility that will be kept open to traffic, provide smooth and even surface for public traffic use. Only work on a portion of roadway at one time, and stage construction from one side to other while routing traffic over opposite side.

During subgrade and paving operations, paved shoulders may be used for public traffic.

Do not store material or equipment where it will interfere with public traffic. Remove equipment and other obstructions out of right-of-way or clear zone to permit free and safe passage of public traffic during non-working hours or suspension of work. For storage of materials and equipment, see Subsection 105.14 – Storage and Handling of Materials and Equipment.

Notify Fire Department, in writing, at least 24 hours before blocking or closing road access. Keep fire hydrants accessible to Fire Department by not placing material or other obstructions within five feet of fire hydrant or closer than permitted by applicable ordinances, rules, and regulations.

Notify the Engineer and County, including Bus Systems Division, Police Department, Fire Department, Emergency Medical Services, and Department of Health in writing at least five days before start of construction.

(A) Signs. Install signs sufficiently ahead of location where operations may interfere with use of road by traffic and at intermediate points where new work crosses or coincides with existing road.

Place signs in accordance with TCP as accepted by the Engineer.

(B) Work Zone Signs. Erect work zone signs at the beginning of project and at the end of project at the location indicated by the Engineer. These signs shall remain for the duration of the highway project. Maintain these signs. Place these signs besides the required traffic control signs called for herein.

The work zone signs shall be new and become the property of the Contractor.

(C) Barricades.

(1) General. Provide, erect, and maintain necessary barricades suitable for protection of work and safety of the public.

Barricades shall be in good condition. Barricade application and installation shall be in accordance with accepted TCP.

Provide sand bags if required or ordered by the Engineer. Sand bags and installation method shall comply with *MUTCD* and be accepted by the Engineer prior to use. Do not place sand bags on striped barricade rail.

During hours of darkness, install steady burn or flashing lamps on barricades selected by the Engineer. Attach lamps on barricade ends closest to traveled way and visible to oncoming traffic.

Do not install signs on barricades unless signs and barricades have been crash tested as a unit and accepted under NCHRP Report 350.

(2) Retroreflectorization. Retroreflectorize barricade rails and attachment with retroreflective sheeting in accordance with Subsection 750.01(C)(4) - Type III or IV Retroreflective Sheeting (High Intensity) or Subsection 750.01(C)(5) - Hardened Aluminum-Backed Retroreflective Sheeting.

Retroreflectorize both vertical faces of each barricade rail.

(3) Color. Provide white colored rails, frames, and braces with front and back rail faces having 6-inch-wide alternating orange or red and white stripes sloping downward toward traveled way at angle of 45 degrees from vertical. Use stripe colors in accordance with the following:

(a) Use orange and white stripes for the following conditions:

1. Construction work.

2. Detours.

3. Maintenance work.

(b) Use red and white stripes for the following conditions:

1. On roadways with no outlet, such as dead-ends and cul-de-sacs.

2. Ramps or lanes closed for operational purposes.

3. Permanent or semi-permanent closure or termination of roadway.

(4) Maintenance. Keep barricades in good condition. Repair, repaint, clean, or replace barricades to maintain effectiveness and appearance. Immediately replace missing or damaged barricades, lamps, sandbags, and other accepted weights.

Clean and repair barricades before relocating to other locations.

(D) Traffic Delineators. Install traffic delineators in accordance with accepted TCP.

Maintain traffic delineators in good condition. Immediately replace missing or damaged tubular markers.

Clean delineators prior to relocating to new location.

(E) Cones. Install traffic cones in accordance with accepted TCP.

Maintain traffic cones. Keep traffic cones clean and in good repair. Immediately replace lost, stolen, or damaged traffic cones.

Clean cones prior to relocating to new location.

(F) Lane Closures. Lane closures will be allowed only from 8:30 a.m. to 3:00 p.m., Monday through Friday. Exceptions to lane closure hours specified require written acceptance by the Engineer. Placement and removal of all work zone devices within the travel lanes, such as arrow boards, cones, etc., are restricted to allowable closure times. No increase in contract price or contract time will be given for lane closure restrictions specified.

For island of Oahu, no lane closures will be allowed during 24-hour periods as follows:

(1) Holidays (Midnight to Midnight).

(2) Day before and day after Thanksgiving Day (Midnight to Midnight).

(3) Holiday period for Christmas and New Years (Two Weeks prior to Christmas and the week between Christmas and New Years).

(4) Other dates of events indicated in the contract documents."

No time extension will be given for the above restrictions. The contract time for the project has accounted for any loss of time due to the above restrictions.

Closure of only one lane of traffic will be allowed during lane-closure hours. Keep lanes open to traffic and allow flow at posted speed limit during non-lane closure hours.

If applicable, coordinate lane closures with adjacent project(s) at no increase in contract price or contract time.

Rental fees will be assessed in accordance with Subsection 108.10 – Rental Fees for Unauthorized Lane Closure or Occupancy, for failure to open lanes to traffic during peak hours. Morning and afternoon peak hours shall be from 5:30 a.m. to 8:30 a.m. and 3:00 p.m. to 6:00 p.m., respectively, Monday through Friday.

Before scheduling work, submit requests for detours and lane closures as follows:

(1) Detours - 8 weeks before implementing detours.

(2) Lane closures - 6 weeks before implementing lane closures.

Include the following with detour and lane closure requests:

(1) Explanation of proposed changes to existing traffic pattern.

(2) Installation schedule for informational and traffic control signs.

(3) Publication schedule for legal notices.

(4) Plan showing proposed informational signs.

(5) Plan showing lane changes or detours in accordance with accepted TCP, including details at beginning of multi-lane highway lane changes and detours.

Detours or lane closures will not be allowed before the Engineer accepts detour or lane closure request.

TABLE 645-I - FOR TRAFFIC CONTROL PLAN							
POSTED SPEED LIMIT (M.P.H.)	SIGN SPACING (D) (FEET)	TAPER LENGTH (T) (FEET)		LONGI-TUDINAL BUFFER SPACE (B) (FEET)	SPACING OF CONES OR TUBULAR MARKERS (FEET)		
		W = 12' OR LESS	W = GREATER THAN 12' *		TAPER	TANGENT	WORK AREA
20	250	200	W x 17	35	20	20	10
25	250	200	W x 17	55	25	25	10
30	250	250	W x 20	85	30	30	10
35	250	250	W x 20	120	35	35	10
40	500	350	W x 30	170	40	40	10
45	500	550	W x 45	220	45	45	10
50	1000	600	W x 50	280	50	50	10
55	1000	700	W x 55	335	55	55	10
* W = width of lane or shoulder							

(G) Advisory Signs. Submit advisory sign shop drawings. Construct, install, maintain, and remove two advisory signs as ordered by the Engineer. Place signs at locations designated by the Engineer. Provide signs, minimum 8 feet wide by 4 feet high, with black letters on orange background, and with three 4.00 pounds/foot flanged channel posts for each sign.

Include starting date and hours of construction in sign message. Use letter heights of 8 inches, Series D. The Engineer will review and accept advisory signs' wording before fabrication. Install advisory signs two weeks before start of construction. Remove advisory signs immediately after construction has been completed or as ordered by the Engineer.

(H) Advertisement. Place advertisement in newspaper, as ordered by the Engineer, for the following traffic pattern changes or night work:

(1) Detours.

(2) Lane closure.

(3) Permanent road closure.

(4) Permanent new route that changes previous route.

Include the following information:

(1) Map of traffic pattern change limits.

(2) Map showing lane(s) closure and detour pattern.

(3) Notice of starting and ending dates and duration.

(4) Explanation of lane(s) closure or detours in "Notice To Motorist".

Quality of map shall conform to the following requirements:

(1) No freehand printing or penciling.

(2) Highlight important features by darkening, cross-hatching, crossing-out, or coloring important words, as necessary.

(3) Provide maps with minimum size of five columns wide and four columns deep. Lesser width columns may be considered to balance against size of drawing.

(4) Text specifications.

(a) Work being featured - 3/16-inch text.

(b) Major roads and features - 1/8-inch text.

(c) Other roads and features- first letter of sentence upper case.

(d) "NOTICE TO MOTORIST" in upper case.

(e) Message - first letter of sentence upper case.

(5) Line Thickness.

(a) Important feature being advertised - line thicker than rest of map.

(b) Directional arrow - bolder than rest of lines shown on map, when important, to show route traffic should use.

(6) Show reference direction such as "TO HONOLULU" with arrow Submit the following:

(a) "Notice to Motorists" before placement in newspaper, six weeks before start of work.

(b) Actual size of notice to be published in newspaper. The Engineer will not allow size reduction of notices once accepted. Submit final, camera-ready “Notice to Motorists” advertisement.

Place advertisement for three consecutive days and within one week before traffic pattern changes, in publication as ordered by the Engineer.

645.04 Measurement.

Traffic control as specified in Subsection 645.03 – Construction will be measured per lane mile in accordance with the contract documents.

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

645.05 Payment. The Engineer will pay for the accepted traffic control, additional police officers, additional traffic control devices, and advertisement at the contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

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

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

Pay Item	**Pay Unit**
Traffic Control (Interstate Freeway)	Lane Mile
Traffic Control (State Highway)	Lane Mile
Electronic Message Board (per day)	Each

The Engineer will not pay for request submittals. The Engineer will not consider claims for additional compensation of late submittals or requests by Contractor.

TWO-LANE HIGHWAY - ONE LANE CLOSED

FIGURE 1 - TRAFFIC CONTROL PLAN

R11/97

446
447

NOTES:

1. CW20-1Ad sign required for posted speed limit of 45 m.p.h. or greater
2. See TABLE 1 for additional dimensions
3. The advisory speed (xx) shall be determined by the Engineer.

MULTILANE UNDIVIDED HIGHWAY - RIGHT LANE CLOSED

FIGURE 2 - TRAFFIC CONTROL PLAN

R2/97

448
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MULTILANE UNDIVIDED HIGHWAY - LEFT LANE CLOSED

FIGURE 3 - TRAFFIC CONTROL PLAN

R10/96

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MULTILANE DIVIDED HIGHWAY - ONE LANE CLOSED

FIGURE 4 - TRAFFIC CONTROL PLAN

R10/96

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NOTES:

1. For work being performed in the left center lane, use mirror image of above with appropriate left lane closure signs and taper.
2. For undivided highways, delete advance warning signs shown posted in median area.
3. The advisory speed (xx) shall be determined by the Engineer.
4. See TABLE 1 for additional dimensions.
*5. For posted speeds of 40 m.p.h. or less, use sign spacings and taper lengths from TABLE 1 and change signs CW21-4-A and CW20-5(R) to CW20-1A(36) and CW20-5(2D)(R) as shown in Figure 4.

MULTILANE HIGHWAY - CENTER LANE CLOSED

FIGURE 5 - TRAFFIC CONTROL PLAN

R10/96

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458

MULTILANE HIGHWAY - MULTIPLE LANE CLOSED

FIGURE 6 - TRAFFIC CONTROL PLAN

R10/96

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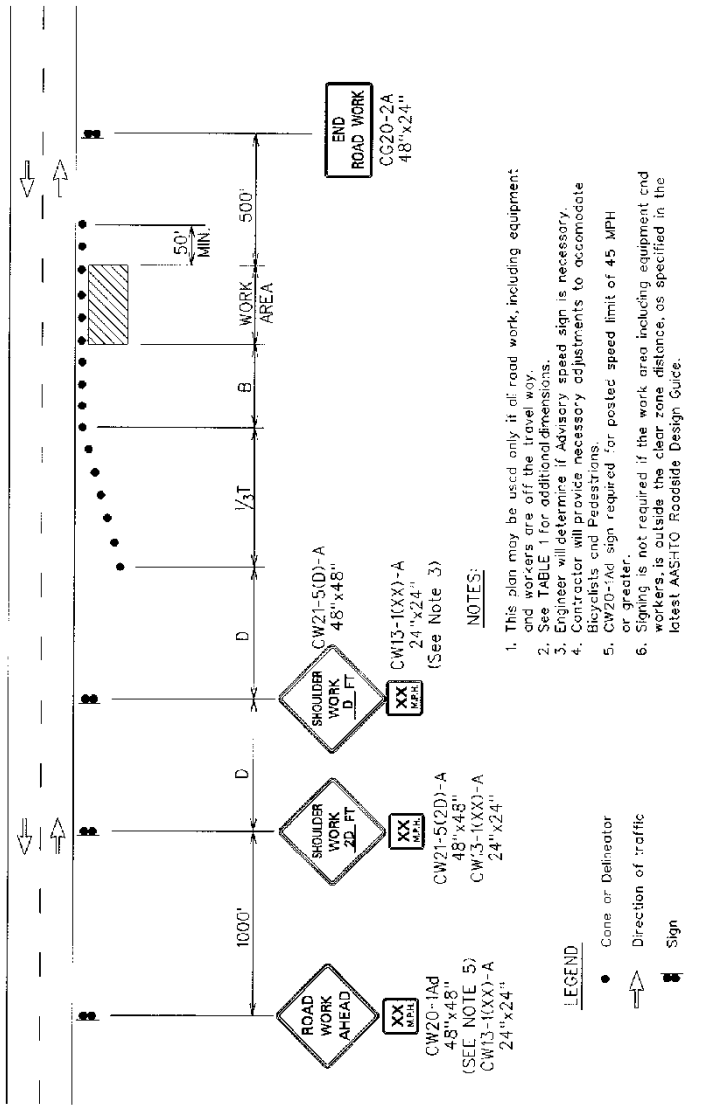

WORKING ON SHOULDER OR ROADSIDE

FIGURE 7 - TRAFFIC CONTROL PLAN

R10/96

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END OF SECTION 645

Make the following section a part of the Standard Specifications:

"SECTION 671 – PROTECTION OF ENDANGERED SPECIES

671.01 Description. The Endangered Species Act (ESA) listed species Hawaiian hoary bat (*Lasiurus cinereus semotus*), Hawaiian petrel (*Pterodroma sandwichensis*), Newell's shearwater (*Puffinus newelli*), band-rumped storm petrel (*Hydrobates castro*), Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian coot (*Fulica alai*), Hawaiian common gallinule (*Gallinula galeata sandvicensis*), Hawaiian duck (*Anas wyvilliana*), green sea turtle (*Chelonia mydas*), and hawksbill sea turtle (*Eretmochelys imbricata*) may be in or transit through the general vicinity of the proposed project. The contractor shall protect these terrestrial protected species throughout the construction duration.

671.02 Materials. None

671.03 Construction.

(A) Pre-Construction and Construction Requirements. Comply with the following conditions:

(1) General Lighting Requirements:
Nightwork is authorized by the Regulatory Permits, however from May through December all lights must be downward facing and fully shielded so bulbs can only be seen from below. All lights will be illuminated only when necessary and will be turned off when human activity is not occurring in the lighted area. Additionally, all construction lights will be lower in height than the existing streetlight and not placed on the beach. Lighting should also face mauka along roadway where work is occurring and not outwards toward the ocean.

(2) Hawaiian Hoary Bats: No disturbance, removal, or trimming of woody plants taller than 15 feet (4.6 meters) during the birthing and pup rearing season (June 1 through September 15). Additionally, barbed wire will not be used.

(3) Hawaiian seabirds (Newell's shearwater, Hawaiian petrel and band-rumped storm-petrel) may traverse the project area at night. Nighttime construction is permitted year-round. However, the following measures must be implemented during seabird fledging season (September 15 through December 15):

(a) Monitoring for downed seabirds during night work will be conducted by a qualified biologist

experienced and knowledgeable in Hawaiian seabird biology and identification. Monitoring will be conducted at the places and during the hours that construction night lighting is in use, and at dawn. Surveys for seabirds will be conducted regardless of weather conditions unless the weather is dangerous to the observer and/or nightwork is cancelled.

(b) Seabird monitors will be hired, trained, and geared up with surveying and downed seabird rescue equipment and supplies prior to September 15.

(c) At least one seabird monitor will be present every night when there are work activities using nighttime lighting during this three-month period.

(d) The seabird monitor will observe the nighttime lighting with the unaided eye and use of binoculars to observe if a seabird is circling lights or has fallen to the ground. If a circling bird is observed to fall to the ground, the seabird monitor will immediately rescue the downed seabird if it has come down in an accessible location. For personnel safety, seabird monitors will have radio or cell phone contact with the construction work crew supervisor in the field who is overseeing nighttime work. For the rescue to be done safely, the construction supervisor will notify workers in the immediate area of the downed seabird to stop work activities while the bird is picked up.

(e) Construction workers will be briefed prior to the first nighttime monitoring session during each seabird fallout season of the presence of a seabird monitor at the construction site, possible downed seabirds, and the potential for brief work interruption (no more than 5-10 minutes) for the seabird monitor to rescue a downed seabird. The seabird monitor will conduct a search targeted specifically at finding grounded seabirds one hour prior to sunrise. The progressive, seasonal change in sunrise will be adjusted for this survey start time. Because all construction activities will begin well after sunset, there is no need to conduct sunset ground searches.

(f) If work personnel see a downed seabird, they will stop working immediately in the downed seabird area and report their observation to the construction supervisor, who will notify the seabird monitor. The seabird monitor will go to the location with rescue supplies.

(g) All downed seabirds collected, identified, and recorded will be taken to Feather and Fur in Kailua immediately or no more than 7–8 hours after grounding (i.e., if a bird is picked up early in the evening of monitoring). Care must be taken in handling any dead or injured specimens of ESA-listed species to preserve biological material in the best possible state. In conjunction with the preservation of any dead specimens, the finder has the responsibility to ensure that evidence intrinsic to determining the cause of death of the specimen is not unnecessarily disturbed.

(h) The seabird monitor will photo document and record location of the downed seabird using smartphone technology. The seabird monitor will follow up with Feather and Fur regarding the final species identification and disposition of the bird within 48 hours of drop off of the bird.

(i) The Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) will be notified by telephone at (808) 973-9778 or (808) 587-0400 within 24 hours upon the discovery of an injured or dead ESA-listed seabird within the project area.

(j) If take of listed species occurs and the carcass is recovered, the DOFAW may request that the carcass be necropsied. Otherwise, the depository designated to receive specimens that are found is the B.P. Bishop Museum, 1525 Bernice Street, Honolulu, HI, 96817 (telephone: (808) 847-3511). If the B.P. Bishop Museum does not wish to accession the carcass, contact the Service's Division of Law Enforcement in Honolulu, HI (telephone: (808) 861-8525; fax: (808) 861-8515) for instructions on disposition.

(4) Hawaiian Waterbirds (gallinule, coot, duck, stilt) – Best Management Practices (BMPs) will be implemented to avoid the accumulation of standing and open water within and immediately adjacent to project elements, including in and around work areas and staging areas to avoid attracting waterbirds to the project area. If there are areas of the road where waterbirds are known to cross, reduced speed limits will be posted and enforced. In addition, construction personnel and contractors will be informed about the presence of endangered species on-site.

A biologist that is familiar with Hawaiian waterbird biology and identification will conduct Hawaiian waterbird nest surveys where potential habitat occurs within the vicinity of the proposed project area, prior to initiation of construction. These surveys will be repeated within three days of construction restarting and after any subsequent work delay of three or more days (during which time the birds may attempt to nest). If a nest or active brood of a listed waterbird is found during these surveys, the DLNR will be contacted within 48 hours for further guidance to determine an appropriate buffer radius around the nest. The approved buffer will be established and maintained around any active nests and/or broods until the chicks/ducklings have fledged. No potentially disruptive activities or habitat alterations may occur within the buffer.

(5) Hawaiian sea turtles – the following measures must be adhered to year-round:

(a) Applicable BMPs for work in and around the aquatic environments will be incorporated into the construction plans.

(b) Modification of beaches and dune environments will not occur, and vehicles will not be used on the beach.

(c) Native dune vegetation will not be removed.

(d) No project activities will occur on the beach.

(e) Applicable BMPs for work in and around the aquatic environments will be incorporated into the construction plans.

(f) Visual monitoring of sea turtles within 100 feet of

work activities is required at least hourly. This could be conducted by individuals identified by the contractor working on the project, who will be provided with on-site training by a biologist. The biologist must be knowledgeable on Hawaiian sea turtle nesting behavior. The visual survey would be conducted from a vantage point above the beach.

(g) If a basking sea turtle is found within or near the Project Area, all mechanical or construction activities will cease within 100 ft of the animal until it voluntarily leaves the area or is assessed by a qualified biologist and DLNR is contacted to determine next steps.

(h) All project-related debris, trash, and equipment will be prevented from entering the beach or dune area. Project-related materials will not be stockpiled in the intertidal zone, on reef flats, on sandy beaches, or within stream channels.

From May 1 through December the following will be adhered to:

(i) A biologist with experience identifying sea turtle nests will survey the beach each morning at dawn. If a nest is detected, the DLNR will be contacted within 24 hours for additional guidance and protective measures.

(j) If a nest is detected during construction and if hatchlings are observed emerging at night, lights would be turned off and night work would be paused until no hatchlings are observed on the beach or in the water.

(B) Compliance Requirements. The Contractor shall protect Hawaiian hoary bats, Hawaiian seabirds, Hawaiian waterbirds, and Hawaiian sea turtles for the duration of construction. Failure to comply with the construction requirements, causing or inflicting harm or taking of an individual during the construction duration shall be enforceable by the USFWS as set forth by the ESA and DLNR. Resultant penalties and/or fines shall be at the Contractor's expense without cost or liability to the State.

671.04 Measurement. The Engineer will measure the work required for the

protection of endangered species on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation and as ordered by the Engineer.

671.05 Payment. The Engineer will pay for the accepted protection of endangered species on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation. Payment will be full compensation for the work prescribed in this section, by the Engineer, and in the contract documents.

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

Pay Item	Pay Unit
Protection of Endangered Species	Force Account

An estimated amount may be allocated in the proposal schedule under 'Protection of Endangered Species', but the actual amount to be paid will be the sum shown on the accepted force account records, whether this sum be more or less than the estimated amount allocated in the proposal schedule."

END OF SECTION 671

SECTION 693 – TERMINAL IMPACT ATTENUATOR

Make the following amendments to said Section:

(I) Amend **Subsection 693.02 – Materials** from lines 7 to 19 to read as follows:

"693.02 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 replaced with the approved MASH compliant end terminal 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.** The Engineer will measure the various crash cushion systems and spare parts: QuadGuard, QuadGuard LMC, QuadGuard M-10, TAU-II, TAU-M, SCI Smart, per each."

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

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

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

Pay Item	**Pay Unit**
_____ Spare Parts_____	Each
_____ System _____	Each
_____ 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, weatherproof, 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 MASH 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 seven (7) days following the Award of Contract, a written certification of the Engineer stating that the crash cushion to be furnished satisfies the requirements of MASH 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 MASH for the appropriate Test Level.

The inertial barrier system is required for immediate temporary protection. The Contractor shall install the inertial barrier system within forty eight (48) hours after notification for repairs. Failure to install inertial barrier system within forty eight (48) hours after notification for repairs will result in liquidated damages in accordance with Subsection 108.08 – Liquidated Damages for Failure to Complete the Work of Portions or Portions of the Work on Time.

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 repair, the sand will be removed and disposed from each module and each empty module shall be hauled as directed 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 and disposal of sand, cleaning and hauling the empty modules as specified in the proposal after completion of the repair; and furnishing labor, material, tools, equipment and incidentals necessary to compete the work.

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

Pay Item	Pay Unit
Inertial Barrier System _____	Each”

END OF SECTION 694

AREA 2

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

AREA 1

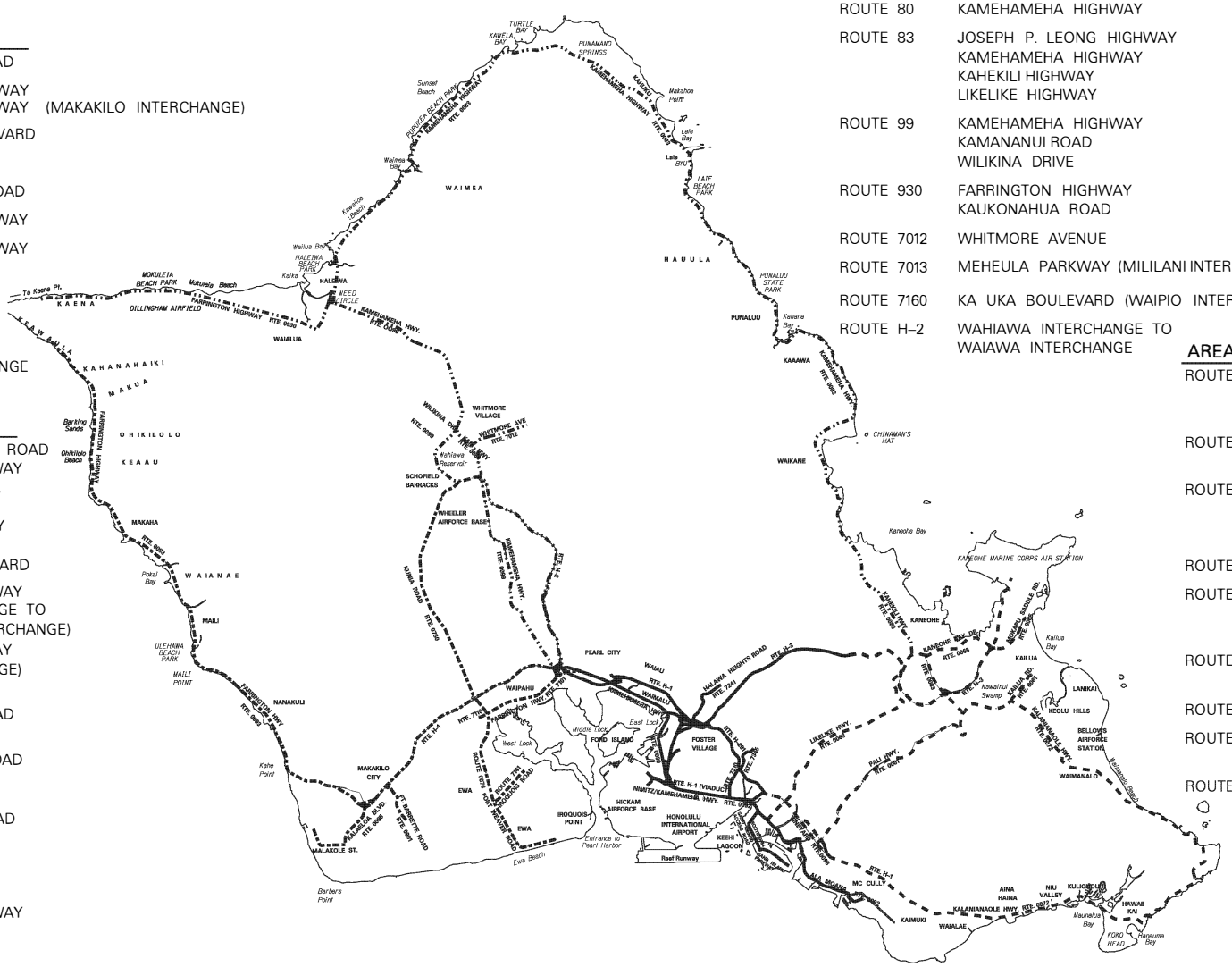
ROUTE 64	SAND ISLAND ACESS ROAD SAND ISLAND PARKWAY
ROUTE 78	MOANALUA FREEWAY
ROUTE 92	KAM–NIMITZ HIGHWAY NIMITZ HIGHWAY ALA MOANA BOULEVARD
ROUTE 99	KAMEHAMEHA HIGHWAY (WAIAWA INTERCHANGE TO PEARL HARBOR INTERCHANGE) FARRINGTON HIGHWAY (WAIAWA INTERCHANGE)
ROUTE 7239	ULUNE STREET HALAWA VALLEY ROAD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

AREA 3

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

AREA 4

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



ISLAND OF OAHU

Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets.

This map does not show all Hawaii Department of Transportation Jurisdiction as stated in Section 110.03 – Areas of Coverage.

HWY–OM–2026–35
FIGURE 1

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:

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 AT VARIOUS LOCATIONS ISLAND OF OAHU**
PROJECT NO.:	**HWY-OM-2026-35**
CONTRACT PERIOD:	**TWENTY-FOUR (24) MONTHS from the date indicted in the Notice to Proceed from the Department with an option to extend for three (3) additional twelve (12) month periods upon mutual agreement.**

DESIGN PROJECT MANAGER:

NAME:	**Jennifer Russell**
ADDRESS:	**601 Kamokila Boulevard, Room 609 Kapolei, Hawaii 96707**
PHONE NO.:	**(808) 692-7572**
EMAIL:	**jennifer.t.russell@hawaii.gov**

ELECTRONIC SUBMITTAL:

Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. See SPECIAL PROVISIONS 102.09 DELIVERY OF PROPOSALS for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

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.

7. The undersigned Bidder further agrees to the following: Pursuant to HAR §3-122-13(e), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

The bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Standard Specifications for Road and Bridge Construction dated 2005, the Notice to Bidders, the Special Provisions, if any, 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 5% of the total amount bid per area, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____.
(Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as bidder has listed the name of each person or firm, who will be engaged by the bidder on the project as Joint Contractor or Subcontractor and the nature of work to be done by each. **The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.** For each listed firm, the Bidder declares the respective firm is a Sub- or Joint Contractor and subject to evaluation as a Sub- or Joint Contractor. 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.	

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

NOTES:
"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 (Company Name)

By_____
Authorized Signature

_____
Print Name and Title

_____

_____
Business Address

_____ _____
Business Telephone Email

_____
Date

_____
Contact Person (If different from above)

Phone:_____ Email:_____

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**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
209.1000	Installation, Maintenance, Monitoring, and Removal of BMP	FA	FA	FA	$50,000.00
606.1510	W-Beam Guardrail – 250 LF or Less	1	LF	$_____	$_____
606.1511	W-Beam Guardrail – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.1512	W-Beam Guardrail – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.1513	W-Beam Guardrail – Greater than 750 LF	1	LF	$_____	$_____
606.1514	Midwest Guardrail System – 250 LF or Less	1	LF	$_____	$_____
606.1515	Midwest Guardrail System – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.1516	Midwest Guardrail System – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.1517	Midwest Guardrail System – Greater than 750 LF	1	LF	$_____	$_____
606.1520	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – 125 EA or Less	1	EA	$_____	$_____
606.1521	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.1522	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.1523	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 375 EA	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.1530	Thrie Beam Guardrail – 250 LF or Less	1	LF	$_____	$_____
606.1531	Thrie Beam Guardrail – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.1532	Thrie Beam Guardrail – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.1533	Thrie Beam Guardrail – Greater than 750 LF	1	LF	$_____	$_____
606.1540	Spacer Block for Thrie Beam Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.1541	Spacer Block for Thrie Beam Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.1542	Spacer Block for Thrie Beam Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.1543	Spacer Block for Thrie Beam Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.1550	6-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.1551	6-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.1552	6-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.1553	6-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.1560	6.5-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.1561	6.5-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.1562	6.5-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.1563	6.5-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.1570	6.75-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.1571	6.75-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.1572	6.75-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.1573	6.75-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.1580	8-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.1581	8-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.1582	8-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.1583	8-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.1590	Deck-Mounted Bridge Post – 50 EA or Less	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.1591	Deck-Mounted Bridge Post – Greater than 50 EA to 100 EA	1	EA	$_____	$_____
606.1592	Deck-Mounted Bridge Post – Greater than 100 EA to 150 EA	1	EA	$_____	$_____
606.1593	Deck-Mounted Bridge Post – Greater than 150 EA	1	EA	$_____	$_____
606.1610	Type G Anchor Block Assembly	1	EA	$_____	$_____
606.1611	Type G-1d Anchor Block Assembly	1	EA	$_____	$_____
606.1700	Terminal Section – Type MSKT-SP-MGS	1	EA	$_____	$_____
606.1701	Terminal Section – Type Soft Stop Terminal	1	EA	$_____	$_____
606.1702	Terminal Section – Type MAX-Tension	1	EA	$_____	$_____
606.1800	W-Beam End Section (Rounded RWE03a)	1	EA	$_____	$_____
621.1000	Invasive Species Management	F.A.	F.A.	F.A.	$10,000.00
645.1000	Traffic Control (Interstate Freeway)	1	Lane Mile	$_____	$_____
645.1001	Traffic Control (State Highway)	1	Lane Mile	$_____	$_____
645.1002	Electronic Message Board (per Day)	1	EA	$_____	$_____
671.1000	Protection of Endangered Species	F.A.	F.A.	F.A.	$50,000.00

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
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	$_____	$_____
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	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1012	QuadGuard System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.1200	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 2Q	1	EA	$_____	$_____
693.1201	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 3Q	1	EA	$_____	$_____
693.1202	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 4Q	1	EA	$_____	$_____
693.1203	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 5Q	1	EA	$_____	$_____
693.1204	QuadGuard LMC System – Spare Parts – Diaphragm Assembly	1	EA	$_____	$_____
693.1205	QuadGuard LMC System – Spare Parts – Nose Assembly	1	EA	$_____	$_____
693.1206	QuadGuard LMC System – Spare Parts – Fender Panel Assembly	1	EA	$_____	$_____
693.1207	QuadGuard LMC System – Spare Parts – Backup Assembly	1	EA	$_____	$_____
693.1208	QuadGuard LMC System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.1209	QuadGuard LMC System – Spare Parts – Bay Assembly	1	EA	$_____	$_____
693.1210	QuadGuard LMC System – Spare Parts – Chain Assembly	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1300	QuadGuard M-10 System – Spare Parts – Type M-I Cartridge	1	EA	$_____	$_____
693.1301	QuadGuard M-10 System – Spare Parts – Type M-II Cartridge	1	EA	$_____	$_____
693.1302	QuadGuard M-10 System – Spare Parts – Quad to Safety Shape barrier Transition Panel	1	EA	$_____	$_____
693.1303	QuadGuard M-10 System – Spare Parts – Quad to Thrie Transition Panel	1	EA	$_____	$_____
693.1304	QuadGuard M-10 System – Spare Parts – Quad End Shoe Transition Panel	1	EA	$_____	$_____
693.1305	QuadGuard M-10 System – Spare Parts – Quad Beam Fender Panel	1	EA	$_____	$_____
693.1306	QuadGuard M-10 System – Spare Parts – Mushroom Washer Assembly	1	EA	$_____	$_____
693.1307	QuadGuard M-10 System – Spare Parts – Nose Cover Assembly	1	EA	$_____	$_____
693.1308	QuadGuard M-10 System – Spare Parts – First Diaphragm	1	EA	$_____	$_____
693.1309	QuadGuard M-10 System – Spare Parts – Diaphragm	1	EA	$_____	$_____
693.1310	QuadGuard M-10 System – Spare Parts – Backup – Tension Strut	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1311	QuadGuard M-10 System – Spare Parts – MP-3 Anchor Kit	1	EA	$_____	$_____
693.1312	QuadGuard M-10 System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.1313	QuadGuard M-10 System – Spare Parts - Hinge	1	EA	$_____	$_____
693.1400	TAU-II Crash Cushion System – Front Support	1	EA	$_____	$_____
693.1401	TAU-II Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.1402	TAU-II Crash Cushion System – Compact Backstop	1	EA	$_____	$_____
693.1403	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type A	1	EA	$_____	$_____
693.1404	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type B	1	EA	$_____	$_____
693.1405	TAU-II Crash Cushion System – Anchoring Package, Compact Backstop	1	EA	$_____	$_____
693.1406	TAU-II Crash Cushion System – Front Support Leg	1	EA	$_____	$_____
693.1407	TAU-II Crash Cushion System – Compact Cable	1	EA	$_____	$_____
693.1408	TAU-II Crash Cushion System – Cable Guide Assembly	1	EA	$_____	$_____
693.1409	TAU-II Crash Cushion System – Sliding Panel	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1410	TAU-II Crash Cushion System – Sliding Bolt	1	EA	$_____	$_____
693.1411	TAU-II Crash Cushion System - End Panel	1	EA	$_____	$_____
693.1412	TAU-II Crash Cushion System – Pipe Panel Mount	1	EA	$_____	$_____
693.1413	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$_____	$_____
693.1414	TAU-II Crash Cushion System – Front Cable Anchor	1	EA	$_____	$_____
693.1415	TAU-II Crash Cushion System – Nose Piece	1	EA	$_____	$_____
693.1416	TAU-II Crash Cushion System – Extra Thick Flat Washer, SS	1	EA	$_____	$_____
693.1417	TAU-II Crash Cushion System – Hex Bolt, SS-20MM x 50MM	1	EA	$_____	$_____
693.1418	TAU-II Crash Cushion System – Washer, SS	1	EA	$_____	$_____
693.1419	TAU-II Crash Cushion System – Hex Nut, SS-20MM	1	EA	$_____	$_____
693.1420	TAU-II Crash Cushion System – Fender Washer, SS-20MM x 50MM	1	EA	$_____	$_____
693.1500	TAU-M Crash Cushion System – Front Support	1	EA	$_____	$_____
693.1501	TAU-M Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.1502	TAU-M Crash Cushion System – Compact Backstop	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1503	TAU-M Crash Cushion System – Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$_____	$_____
693.1504	TAU-M Crash Cushion System – Galvanized Cable Anchor, TAU-M, Parallel	1	EA	$_____	$_____
693.1505	TAU-M Crash Cushion System – Cable Assembly, 7 Bay, TAU-M	1	EA	$_____	$_____
693.1506	TAU-M Crash Cushion System – Cable Assembly, 4 Bay, TAU-M	1	EA	$_____	$_____
693.1507	TAU-M Crash Cushion System – Sliding Panel, Galvanized, TAU-M	1	EA	$_____	$_____
693.1508	TAU-M Crash Cushion System – End Panel Mount	1	EA	$_____	$_____
693.1509	TAU-M Crash Cushion System – End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$_____	$_____
693.1510	TAU-M Crash Cushion System – TAU-II Front Support Leg Kit	1	EA	$_____	$_____
693.1511	TAU-M Crash Cushion System – Cable Guide Kit, TAU-M	1	EA	$_____	$_____
693.1512	TAU-M Crash Cushion System – Slider TAU-M Kit	1	EA	$_____	$_____
693.1513	TAU-M Crash Cushion System – Tow Hook Kit, TAU-M	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1514	TAU-M Crash Cushion System – Tether Kit, TAU-M	1	EA	$_____	$_____
693.1515	TAU-M Crash Cushion System – End Panel HW Kit, TAU-M	1	EA	$_____	$_____
693.1516	TAU-M Crash Cushion System – Delineation HW Kit, TAU-M	1	EA	$_____	$_____
693.1517	TAU-M Crash Cushion System – Concrete Anchor Hardware Kit, TAU-M	1	EA	$_____	$_____
693.1518	TAU-M Crash Cushion System – Asphalt Hardware Kit	1	EA	$_____	$_____
693.1519	TAU-M Crash Cushion System – Crossmember, Galvanized	1	EA	$_____	$_____
693.1520	TAU-M Crash Cushion System – Backstop Brace, Right Hand, Galvanized	1	EA	$_____	$_____
693.1521	TAU-M Crash Cushion System – Backstop Brace, Left Hand, Galvanized	1	EA	$_____	$_____
693.1522	TAU-M Crash Cushion System – Rear Plate, Galvanized	1	EA	$_____	$_____
693.1523	TAU-M Crash Cushion System – Tie Channel, Galvanized	1	EA	$_____	$_____
693.1524	TAU-M Crash Cushion System – Slider Shim, Geomet, TAU-M	1	EA	$_____	$_____
693.1600	SCI Smart Cushion – Concrete Anchor Kit	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1601	SCI Smart Cushion – Asphalt Anchor Kit	1	EA	$_____	$_____
693.1602	SCI Smart Cushion – Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.1603	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.1604	SCI Smart Cushion – Bolt Front Stop	1	EA	$_____	$_____
693.1605	SCI Smart Cushion – Bolt Shear	1	EA	$_____	$_____
693.1606	SCI Smart Cushion – Bolt Terminal Brace	1	EA	$_____	$_____
693.1607	SCI Smart Cushion – Brace Terminal	1	EA	$_____	$_____
693.1608	SCI Smart Cushion – Strap Cylinder (TL2 or TL3)	1	EA	$_____	$_____
693.1609	SCI Smart Cushion – Keeper Side #3 (Sled Panels)	1	EA	$_____	$_____
693.1610	SCI Smart Cushion – Keeper Side #1 (Side Panels)	1	EA	$_____	$_____
693.1611	SCI Smart Cushion – Keeper Side #2 (Rear Panels)	1	EA	$_____	$_____
693.1612	SCI Smart Cushion – Panel Delineator	1	EA	$_____	$_____
693.1613	SCI Smart Cushion – Panel Side	1	EA	$_____	$_____
693.1614	SCI Smart Cushion – Panel Sled	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1615	SCI Smart Cushion – Panel Rear	1	EA	$_____	$_____
693.1616	SCI Smart Cushion – Sled	1	EA	$_____	$_____
693.1617	SCI Smart Cushion – Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$_____	$_____
693.1618	SCI Smart Cushion – Boot Cylinder	1	EA	$_____	$_____
693.1619	SCI Smart Cushion – Reset Parts Kit	1	EA	$_____	$_____
693.1620	SCI Smart Cushion – Anchor Drop In	1	EA	$_____	$_____
693.1621	SCI Smart Cushion – Pin Anti-Rotation Front	1	EA	$_____	$_____
693.1622	SCI Smart Cushion – Pin Anti-Rotation Rear	1	EA	$_____	$_____
693.1623	SCI Smart Cushion – Plate Sheave Cover	1	EA	$_____	$_____
693.1624	SCI Smart Cushion – PWB02 Block Out	1	EA	$_____	$_____
693.1625	SCI Smart Cushion – Hole Brush-Nylon	1	EA	$_____	$_____
693.1626	SCI Smart Cushion – SCI Debris Hood Assembly- DH3	1	EA	$_____	$_____
693.1627	SCI Smart Cushion – Fiberglass Stay Kit for Debris Hook - DH3	1	EA	$_____	$_____
693.1628	SCI Smart Cushion – Transition Jersey Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.1629	SCI Smart Cushion – Thrie & W-Beam – Left or Right	1	EA	$_____	$_____
693.1630	SCI Smart Cushion – Transition W-Beam Left or Right	1	EA	$_____	$_____
693.1631	SCI Smart Cushion – Transition Assembly 30” Concrete Outside Connection	1	EA	$_____	$_____
693.1632	SCI Smart Cushion – Transition Assembly 30” Concrete Straight Connection	1	EA	$_____	$_____
693.1633	SCI Smart Cushion – Transition Assembly 36” Concrete Outside Connection	1	EA	$_____	$_____
693.1634	SCI Smart Cushion – Transition Assembly 36” Concrete Straight Connection	1	EA	$_____	$_____
693.1635	SCI Smart Cushion – Gore to End of Flared Transition	1	EA	$_____	$_____
693.1636	SCI Smart Cushion – Thrie Beam Concrete Leg Brace	1	EA	$_____	$_____
693.1637	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$_____	$_____
693.1638	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$_____	$_____
693.1639	SCI Smart Cushion - 24-26 9/32” Wide Median Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 1

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.1640	SCI Smart Cushion – Rub Rail Median Barrier – Left or Right	1	EA	$_____	$_____
693.1641	SCI Smart Cushion – Transition Concrete Spanner Brace	1	EA	$_____	$_____
693.1642	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 – 1400 lbs.	1	EA	$_____	$_____
694.1004	Inertial Barrier System – Module – 2100 lbs.	1	EA	$_____	$_____

Total Amount for Comparison of Bids – AREA 1…… $ _____

NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall 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**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
209.2000	Installation, Maintenance, Monitoring, and Removal of BMP	FA	FA	FA	$50,000.00
606.2510	W-Beam Guardrail – 250 LF or Less	1	LF	$_____	$_____
606.2511	W-Beam Guardrail – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.2512	W-Beam Guardrail – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.2513	W-Beam Guardrail – Greater than 750 LF	1	LF	$_____	$_____
606.2514	Midwest Guardrail System – 250 LF or Less	1	LF	$_____	$_____
606.2515	Midwest Guardrail System – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.2516	Midwest Guardrail System – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.2517	Midwest Guardrail System – Greater than 750 LF	1	LF	$_____	$_____
606.2520	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – 125 EA or Less	1	EA	$_____	$_____
606.2521	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.2522	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.2523	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 375 EA	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.2530	Thrie Beam Guardrail – 250 LF or Less	1	LF	$_____	$_____
606.2531	Thrie Beam Guardrail – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.2532	Thrie Beam Guardrail – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.2533	Thrie Beam Guardrail – Greater than 750 LF	1	LF	$_____	$_____
606.2540	Spacer Block for Thrie Beam Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.2541	Spacer Block for Thrie Beam Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.2542	Spacer Block for Thrie Beam Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.2543	Spacer Block for Thrie Beam Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.2550	6-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.2551	6-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.2552	6-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.2553	6-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.2560	6.5-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.2561	6.5-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.2562	6.5-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.2563	6.5-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.2570	6.75-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.2571	6.75-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.2572	6.75-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.2573	6.75-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.2580	8-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.2581	8-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.2582	8-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.2583	8-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.2590	Deck-Mounted Bridge Post – 50 EA or Less	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.2591	Deck-Mounted Bridge Post – Greater than 50 EA to 100 EA	1	EA	$_____	$_____
606.2592	Deck-Mounted Bridge Post – Greater than 100 EA to 150 EA	1	EA	$_____	$_____
606.2593	Deck-Mounted Bridge Post – Greater than 150 EA	1	EA	$_____	$_____
606.2610	Type G Anchor Block Assembly	1	EA	$_____	$_____
606.2611	Type G-1d Anchor Block Assembly	1	EA	$_____	$_____
606.2700	Terminal Section – Type MSKT-SP-MGS	1	EA	$_____	$_____
606.2701	Terminal Section – Type Soft Stop Terminal	1	EA	$_____	$_____
606.2702	Terminal Section – Type MAX-Tension	1	EA	$_____	$_____
606.2800	W-Beam End Section (Rounded RWE03a)	1	EA	$_____	$_____
621.2000	Invasive Species Management	F.A.	F.A.	F.A.	$10,000.00
645.2000	Traffic Control (Interstate Freeway)	1	Lane Mile	$_____	$_____
645.2001	Traffic Control (State Highway)	1	Lane Mile	$_____	$_____
645.2002	Electronic Message Board (per Day)	1	EA	$_____	$_____
671.2000	Protection of Endangered Species	F.A.	F.A.	F.A.	$50,000.00

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2000	QuadGuard System – Spare Parts – Type I Cartridge	1	EA	$_____	$_____
693.2001	QuadGuard System – Spare Parts – Type II Cartridge	1	EA	$_____	$_____
693.2002	QuadGuard System – Spare Parts – Quad to Safety Shape Barrier Transition Panel	1	EA	$_____	$_____
693.2003	QuadGuard System – Spare Parts – Quad to Thrie Transition Panel	1	EA	$_____	$_____
693.2004	QuadGuard System – Spare Parts – Quad End Shoe Transition Panel	1	EA	$_____	$_____
693.2005	QuadGuard System – Spare Parts – Quad Beam Fender Panel	1	EA	$_____	$_____
693.2006	QuadGuard System – Spare Parts – Mushroom Washer Assembly	1	EA	$_____	$_____
693.2007	QuadGuard System – Spare Parts – Nose Cover Assembly	1	EA	$_____	$_____
693.2008	QuadGuard System – Spare Parts – First Diaphragm	1	EA	$_____	$_____
693.2009	QuadGuard System – Spare Parts – Diaphragm	1	EA	$_____	$_____
693.2010	QuadGuard System – Spare Parts – Backup – Tension Strut	1	EA	$_____	$_____
693.2011	QuadGuard System – Spare Parts – MP-3 Anchor Kit	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2012	QuadGuard System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.2200	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 2Q	1	EA	$_____	$_____
693.2201	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 3Q	1	EA	$_____	$_____
693.2202	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 4Q	1	EA	$_____	$_____
693.2203	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 5Q	1	EA	$_____	$_____
693.2204	QuadGuard LMC System – Spare Parts – Diaphragm Assembly	1	EA	$_____	$_____
693.2205	QuadGuard LMC System – Spare Parts – Nose Assembly	1	EA	$_____	$_____
693.2206	QuadGuard LMC System – Spare Parts – Fender Panel Assembly	1	EA	$_____	$_____
693.2207	QuadGuard LMC System – Spare Parts – Backup Assembly	1	EA	$_____	$_____
693.2208	QuadGuard LMC System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.2209	QuadGuard LMC System – Spare Parts – Bay Assembly	1	EA	$_____	$_____
693.2210	QuadGuard LMC System – Spare Parts – Chain Assembly	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2300	QuadGuard M-10 System – Spare Parts – Type M-I Cartridge	1	EA	$_____	$_____
693.2301	QuadGuard M-10 System – Spare Parts – Type M-II Cartridge	1	EA	$_____	$_____
693.2302	QuadGuard M-10 System – Spare Parts – Quad to Safety Shape barrier Transition Panel	1	EA	$_____	$_____
693.2303	QuadGuard M-10 System – Spare Parts – Quad to Thrie Transition Panel	1	EA	$_____	$_____
693.2304	QuadGuard M-10 System – Spare Parts – Quad End Shoe Transition Panel	1	EA	$_____	$_____
693.2305	QuadGuard M-10 System – Spare Parts – Quad Beam Fender Panel	1	EA	$_____	$_____
693.2306	QuadGuard M-10 System – Spare Parts – Mushroom Washer Assembly	1	EA	$_____	$_____
693.2307	QuadGuard M-10 System – Spare Parts – Nose Cover Assembly	1	EA	$_____	$_____
693.2308	QuadGuard M-10 System – Spare Parts – First Diaphragm	1	EA	$_____	$_____
693.2309	QuadGuard M-10 System – Spare Parts – Diaphragm	1	EA	$_____	$_____
693.2310	QuadGuard M-10 System – Spare Parts – Backup – Tension Strut	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2311	QuadGuard M-10 System – Spare Parts – MP-3 Anchor Kit	1	EA	$_____	$_____
693.2312	QuadGuard M-10 System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.2313	QuadGuard M-10 System – Spare Parts - Hinge	1	EA	$_____	$_____
693.2400	TAU-II Crash Cushion System – Front Support	1	EA	$_____	$_____
693.2401	TAU-II Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.2402	TAU-II Crash Cushion System – Compact Backstop	1	EA	$_____	$_____
693.2403	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type A	1	EA	$_____	$_____
693.2404	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type B	1	EA	$_____	$_____
693.2405	TAU-II Crash Cushion System – Anchoring Package, Compact Backstop	1	EA	$_____	$_____
693.2406	TAU-II Crash Cushion System – Front Support Leg	1	EA	$_____	$_____
693.2407	TAU-II Crash Cushion System – Compact Cable	1	EA	$_____	$_____
693.2408	TAU-II Crash Cushion System – Cable Guide Assembly	1	EA	$_____	$_____
693.2409	TAU-II Crash Cushion System – Sliding Panel	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2410	TAU-II Crash Cushion System – Sliding Bolt	1	EA	$_____	$_____
693.2411	TAU-II Crash Cushion System - End Panel	1	EA	$_____	$_____
693.2412	TAU-II Crash Cushion System – Pipe Panel Mount	1	EA	$_____	$_____
693.2413	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$_____	$_____
693.2414	TAU-II Crash Cushion System – Front Cable Anchor	1	EA	$_____	$_____
693.2415	TAU-II Crash Cushion System – Nose Piece	1	EA	$_____	$_____
693.2416	TAU-II Crash Cushion System – Extra Thick Flat Washer, SS	1	EA	$_____	$_____
693.2417	TAU-II Crash Cushion System – Hex Bolt, SS-20MM x 50MM	1	EA	$_____	$_____
693.2418	TAU-II Crash Cushion System – Washer, SS	1	EA	$_____	$_____
693.2419	TAU-II Crash Cushion System – Hex Nut, SS-20MM	1	EA	$_____	$_____
693.2420	TAU-II Crash Cushion System – Fender Washer, SS-20MM x 50MM	1	EA	$_____	$_____
693.2500	TAU-M Crash Cushion System – Front Support	1	EA	$_____	$_____
693.2501	TAU-M Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.2502	TAU-M Crash Cushion System – Compact Backstop	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2503	TAU-M Crash Cushion System – Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$_____	$_____
693.2504	TAU-M Crash Cushion System – Galvanized Cable Anchor, TAU-M, Parallel	1	EA	$_____	$_____
693.2505	TAU-M Crash Cushion System – Cable Assembly, 7 Bay, TAU-M	1	EA	$_____	$_____
693.2506	TAU-M Crash Cushion System – Cable Assembly, 4 Bay, TAU-M	1	EA	$_____	$_____
693.2507	TAU-M Crash Cushion System – Sliding Panel, Galvanized, TAU-M	1	EA	$_____	$_____
693.2508	TAU-M Crash Cushion System – End Panel Mount	1	EA	$_____	$_____
693.2509	TAU-M Crash Cushion System – End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$_____	$_____
693.2510	TAU-M Crash Cushion System – TAU-II Front Support Leg Kit	1	EA	$_____	$_____
693.2511	TAU-M Crash Cushion System – Cable Guide Kit, TAU-M	1	EA	$_____	$_____
693.2512	TAU-M Crash Cushion System – Slider TAU-M Kit	1	EA	$_____	$_____
693.2513	TAU-M Crash Cushion System – Tow Hook Kit, TAU-M	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2514	TAU-M Crash Cushion System – Tether Kit, TAU-M	1	EA	$_____	$_____
693.2515	TAU-M Crash Cushion System – End Panel HW Kit, TAU-M	1	EA	$_____	$_____
693.2516	TAU-M Crash Cushion System – Delineation HW Kit, TAU-M	1	EA	$_____	$_____
693.2517	TAU-M Crash Cushion System – Concrete Anchor Hardware Kit, TAU-M	1	EA	$_____	$_____
693.2518	TAU-M Crash Cushion System – Asphalt Hardware Kit	1	EA	$_____	$_____
693.2519	TAU-M Crash Cushion System – Crossmember, Galvanized	1	EA	$_____	$_____
693.2520	TAU-M Crash Cushion System – Backstop Brace, Right Hand, Galvanized	1	EA	$_____	$_____
693.2521	TAU-M Crash Cushion System – Backstop Brace, Left Hand, Galvanized	1	EA	$_____	$_____
693.2522	TAU-M Crash Cushion System – Rear Plate, Galvanized	1	EA	$_____	$_____
693.2523	TAU-M Crash Cushion System – Tie Channel, Galvanized	1	EA	$_____	$_____
693.2524	TAU-M Crash Cushion System – Slider Shim, Geomet, TAU-M	1	EA	$_____	$_____
693.2600	SCI Smart Cushion – Concrete Anchor Kit	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2601	SCI Smart Cushion – Asphalt Anchor Kit	1	EA	$_____	$_____
693.2602	SCI Smart Cushion – Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.2603	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.2604	SCI Smart Cushion – Bolt Front Stop	1	EA	$_____	$_____
693.2605	SCI Smart Cushion – Bolt Shear	1	EA	$_____	$_____
693.2606	SCI Smart Cushion – Bolt Terminal Brace	1	EA	$_____	$_____
693.2607	SCI Smart Cushion – Brace Terminal	1	EA	$_____	$_____
693.2608	SCI Smart Cushion – Strap Cylinder (TL2 or TL3)	1	EA	$_____	$_____
693.2609	SCI Smart Cushion – Keeper Side #3 (Sled Panels)	1	EA	$_____	$_____
693.2610	SCI Smart Cushion – Keeper Side #1 (Side Panels)	1	EA	$_____	$_____
693.2611	SCI Smart Cushion – Keeper Side #2 (Rear Panels)	1	EA	$_____	$_____
693.2612	SCI Smart Cushion – Panel Delineator	1	EA	$_____	$_____
693.2613	SCI Smart Cushion – Panel Side	1	EA	$_____	$_____
693.2614	SCI Smart Cushion – Panel Sled	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2615	SCI Smart Cushion – Panel Rear	1	EA	$_____	$_____
693.2616	SCI Smart Cushion – Sled	1	EA	$_____	$_____
693.2617	SCI Smart Cushion – Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$_____	$_____
693.2618	SCI Smart Cushion – Boot Cylinder	1	EA	$_____	$_____
693.2619	SCI Smart Cushion – Reset Parts Kit	1	EA	$_____	$_____
693.2620	SCI Smart Cushion – Anchor Drop In	1	EA	$_____	$_____
693.2621	SCI Smart Cushion – Pin Anti-Rotation Front	1	EA	$_____	$_____
693.2622	SCI Smart Cushion – Pin Anti-Rotation Rear	1	EA	$_____	$_____
693.2623	SCI Smart Cushion – Plate Sheave Cover	1	EA	$_____	$_____
693.2624	SCI Smart Cushion – PWB02 Block Out	1	EA	$_____	$_____
693.2625	SCI Smart Cushion – Hole Brush-Nylon	1	EA	$_____	$_____
693.2626	SCI Smart Cushion – SCI Debris Hood Assembly- DH3	1	EA	$_____	$_____
693.2627	SCI Smart Cushion – Fiberglass Stay Kit for Debris Hook - DH3	1	EA	$_____	$_____
693.2628	SCI Smart Cushion – Transition Jersey Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.2629	SCI Smart Cushion – Thrie & W-Beam – Left or Right	1	EA	$_____	$_____
693.2630	SCI Smart Cushion – Transition W-Beam Left or Right	1	EA	$_____	$_____
693.2631	SCI Smart Cushion – Transition Assembly 30” Concrete Outside Connection	1	EA	$_____	$_____
693.2632	SCI Smart Cushion – Transition Assembly 30” Concrete Straight Connection	1	EA	$_____	$_____
693.2633	SCI Smart Cushion – Transition Assembly 36” Concrete Outside Connection	1	EA	$_____	$_____
693.2634	SCI Smart Cushion – Transition Assembly 36” Concrete Straight Connection	1	EA	$_____	$_____
693.2635	SCI Smart Cushion – Gore to End of Flared Transition	1	EA	$_____	$_____
693.2636	SCI Smart Cushion – Thrie Beam Concrete Leg Brace	1	EA	$_____	$_____
693.2637	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$_____	$_____
693.2638	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$_____	$_____
693.2639	SCI Smart Cushion - 24-26 9/32” Wide Median Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 2

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.2640	SCI Smart Cushion – Rub Rail Median Barrier – Left or Right	1	EA	$_____	$_____
693.2641	SCI Smart Cushion – Transition Concrete Spanner Brace	1	EA	$_____	$_____
693.2642	SCI Smart Cushion – Steel Blockout	1	EA	$_____	$_____
694.2000	Inertial Barrier System – Module – 200 lbs.	1	EA	$_____	$_____
694.2001	Inertial Barrier System – Module – 400 lbs.	1	EA	$_____	$_____
694.2002	Inertial Barrier System – Module – 700 lbs.	1	EA	$_____	$_____
694.2003	Inertial Barrier System – Module – 1400 lbs.	1	EA	$_____	$_____
694.2004	Inertial Barrier System – Module – 2100 lbs.	1	EA	$_____	$_____

Total Amount for Comparison of Bids – AREA 2…… $ _____

NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall 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**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
209.3000	Installation, Maintenance, Monitoring, and Removal of BMP	FA	FA	FA	$50,000.00
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	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.3530	Thrie Beam Guardrail – 250 LF or Less	1	LF	$_____	$_____
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	$_____	$_____
606.3550	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	$_____	$_____
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	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
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	$_____	$_____
606.3583	8-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.3590	Deck-Mounted Bridge Post – 50 EA or Less	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.3591	Deck-Mounted Bridge Post – Greater than 50 EA to 100 EA	1	EA	$_____	$_____
606.3592	Deck-Mounted Bridge Post – Greater than 100 EA to 150 EA	1	EA	$_____	$_____
606.3593	Deck-Mounted Bridge Post – Greater than 150 EA	1	EA	$_____	$_____
606.3610	Type G Anchor Block Assembly	1	EA	$_____	$_____
606.3611	Type G-1d Anchor Block Assembly	1	EA	$_____	$_____
606.3700	Terminal Section – Type MSKT-SP-MGS	1	EA	$_____	$_____
606.3701	Terminal Section – Type Soft Stop Terminal	1	EA	$_____	$_____
606.3702	Terminal Section – Type MAX-Tension	1	EA	$_____	$_____
606.3800	W-Beam End Section (Rounded RWE03a)	1	EA	$_____	$_____
621.3000	Invasive Species Management	F.A.	F.A.	F.A.	$10,000.00
645.3000	Traffic Control (Interstate Freeway)	1	Lane Mile	$_____	$_____
645.3001	Traffic Control (State Highway)	1	Lane Mile	$_____	$_____
645.3002	Electronic Message Board (per Day)	1	EA	$_____	$_____
671.3000	Protection of Endangered Species	F.A.	F.A.	F.A.	$50,000.00

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3000	QuadGuard System – Spare Parts – Type I Cartridge	1	EA	$_____	$_____
693.3001	QuadGuard System – Spare Parts – Type II Cartridge	1	EA	$_____	$_____
693.3002	QuadGuard System – Spare Parts – Quad to Safety Shape Barrier Transition Panel	1	EA	$_____	$_____
693.3003	QuadGuard System – Spare Parts – Quad to Thrie Transition Panel	1	EA	$_____	$_____
693.3004	QuadGuard System – Spare Parts – Quad End Shoe Transition Panel	1	EA	$_____	$_____
693.3005	QuadGuard System – Spare Parts – Quad Beam Fender Panel	1	EA	$_____	$_____
693.3006	QuadGuard System – Spare Parts – Mushroom Washer Assembly	1	EA	$_____	$_____
693.3007	QuadGuard System – Spare Parts – Nose Cover Assembly	1	EA	$_____	$_____
693.3008	QuadGuard System – Spare Parts – First Diaphragm	1	EA	$_____	$_____
693.3009	QuadGuard System – Spare Parts – Diaphragm	1	EA	$_____	$_____
693.3010	QuadGuard System – Spare Parts – Backup – Tension Strut	1	EA	$_____	$_____
693.3011	QuadGuard System – Spare Parts – MP-3 Anchor Kit	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3012	QuadGuard System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.3200	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 2Q	1	EA	$_____	$_____
693.3201	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 3Q	1	EA	$_____	$_____
693.3202	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 4Q	1	EA	$_____	$_____
693.3203	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 5Q	1	EA	$_____	$_____
693.3204	QuadGuard LMC System – Spare Parts – Diaphragm Assembly	1	EA	$_____	$_____
693.3205	QuadGuard LMC System – Spare Parts – Nose Assembly	1	EA	$_____	$_____
693.3206	QuadGuard LMC System – Spare Parts – Fender Panel Assembly	1	EA	$_____	$_____
693.3207	QuadGuard LMC System – Spare Parts – Backup Assembly	1	EA	$_____	$_____
693.3208	QuadGuard LMC System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.3209	QuadGuard LMC System – Spare Parts – Bay Assembly	1	EA	$_____	$_____
693.3210	QuadGuard LMC System – Spare Parts – Chain Assembly	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3300	QuadGuard M-10 System – Spare Parts – Type M-I Cartridge	1	EA	$_____	$_____
693.3301	QuadGuard M-10 System – Spare Parts – Type M-II Cartridge	1	EA	$_____	$_____
693.3302	QuadGuard M-10 System – Spare Parts – Quad to Safety Shape barrier Transition Panel	1	EA	$_____	$_____
693.3303	QuadGuard M-10 System – Spare Parts – Quad to Thrie Transition Panel	1	EA	$_____	$_____
693.3304	QuadGuard M-10 System – Spare Parts – Quad End Shoe Transition Panel	1	EA	$_____	$_____
693.3305	QuadGuard M-10 System – Spare Parts – Quad Beam Fender Panel	1	EA	$_____	$_____
693.3306	QuadGuard M-10 System – Spare Parts – Mushroom Washer Assembly	1	EA	$_____	$_____
693.3307	QuadGuard M-10 System – Spare Parts – Nose Cover Assembly	1	EA	$_____	$_____
693.3308	QuadGuard M-10 System – Spare Parts – First Diaphragm	1	EA	$_____	$_____
693.3309	QuadGuard M-10 System – Spare Parts – Diaphragm	1	EA	$_____	$_____
693.3310	QuadGuard M-10 System – Spare Parts – Backup – Tension Strut	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3311	QuadGuard M-10 System – Spare Parts – MP-3 Anchor Kit	1	EA	$_____	$_____
693.3312	QuadGuard M-10 System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.3313	QuadGuard M-10 System – Spare Parts - Hinge	1	EA	$_____	$_____
693.3400	TAU-II Crash Cushion System – Front Support	1	EA	$_____	$_____
693.3401	TAU-II Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.3402	TAU-II Crash Cushion System – Compact Backstop	1	EA	$_____	$_____
693.3403	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type A	1	EA	$_____	$_____
693.3404	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type B	1	EA	$_____	$_____
693.3405	TAU-II Crash Cushion System – Anchoring Package, Compact Backstop	1	EA	$_____	$_____
693.3406	TAU-II Crash Cushion System – Front Support Leg	1	EA	$_____	$_____
693.3407	TAU-II Crash Cushion System – Compact Cable	1	EA	$_____	$_____
693.3408	TAU-II Crash Cushion System – Cable Guide Assembly	1	EA	$_____	$_____
693.3409	TAU-II Crash Cushion System – Sliding Panel	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3410	TAU-II Crash Cushion System – Sliding Bolt	1	EA	$_____	$_____
693.3411	TAU-II Crash Cushion System - End Panel	1	EA	$_____	$_____
693.3412	TAU-II Crash Cushion System – Pipe Panel Mount	1	EA	$_____	$_____
693.3413	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$_____	$_____
693.3414	TAU-II Crash Cushion System – Front Cable Anchor	1	EA	$_____	$_____
693.3415	TAU-II Crash Cushion System – Nose Piece	1	EA	$_____	$_____
693.3416	TAU-II Crash Cushion System – Extra Thick Flat Washer, SS	1	EA	$_____	$_____
693.3417	TAU-II Crash Cushion System – Hex Bolt, SS-20MM x 50MM	1	EA	$_____	$_____
693.3418	TAU-II Crash Cushion System – Washer, SS	1	EA	$_____	$_____
693.3419	TAU-II Crash Cushion System – Hex Nut, SS-20MM	1	EA	$_____	$_____
693.3420	TAU-II Crash Cushion System – Fender Washer, SS-20MM x 50MM	1	EA	$_____	$_____
693.3500	TAU-M Crash Cushion System – Front Support	1	EA	$_____	$_____
693.3501	TAU-M Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.3502	TAU-M Crash Cushion System – Compact Backstop	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3503	TAU-M Crash Cushion System – Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$_____	$_____
693.3504	TAU-M Crash Cushion System – Galvanized Cable Anchor, TAU-M, Parallel	1	EA	$_____	$_____
693.3505	TAU-M Crash Cushion System – Cable Assembly, 7 Bay, TAU-M	1	EA	$_____	$_____
693.3506	TAU-M Crash Cushion System – Cable Assembly, 4 Bay, TAU-M	1	EA	$_____	$_____
693.3507	TAU-M Crash Cushion System – Sliding Panel, Galvanized, TAU-M	1	EA	$_____	$_____
693.3508	TAU-M Crash Cushion System – End Panel Mount	1	EA	$_____	$_____
693.3509	TAU-M Crash Cushion System – End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$_____	$_____
693.3510	TAU-M Crash Cushion System – TAU-II Front Support Leg Kit	1	EA	$_____	$_____
693.3511	TAU-M Crash Cushion System – Cable Guide Kit, TAU-M	1	EA	$_____	$_____
693.3512	TAU-M Crash Cushion System – Slider TAU-M Kit	1	EA	$_____	$_____
693.3513	TAU-M Crash Cushion System – Tow Hook Kit, TAU-M	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3514	TAU-M Crash Cushion System – Tether Kit, TAU-M	1	EA	$_____	$_____
693.3515	TAU-M Crash Cushion System – End Panel HW Kit, TAU-M	1	EA	$_____	$_____
693.3516	TAU-M Crash Cushion System – Delineation HW Kit, TAU-M	1	EA	$_____	$_____
693.3517	TAU-M Crash Cushion System – Concrete Anchor Hardware Kit, TAU-M	1	EA	$_____	$_____
693.3518	TAU-M Crash Cushion System – Asphalt Hardware Kit	1	EA	$_____	$_____
693.3519	TAU-M Crash Cushion System – Crossmember, Galvanized	1	EA	$_____	$_____
693.3520	TAU-M Crash Cushion System – Backstop Brace, Right Hand, Galvanized	1	EA	$_____	$_____
693.3521	TAU-M Crash Cushion System – Backstop Brace, Left Hand, Galvanized	1	EA	$_____	$_____
693.3522	TAU-M Crash Cushion System – Rear Plate, Galvanized	1	EA	$_____	$_____
693.3523	TAU-M Crash Cushion System – Tie Channel, Galvanized	1	EA	$_____	$_____
693.3524	TAU-M Crash Cushion System – Slider Shim, Geomet, TAU-M	1	EA	$_____	$_____
693.3600	SCI Smart Cushion – Concrete Anchor Kit	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3601	SCI Smart Cushion – Asphalt Anchor Kit	1	EA	$_____	$_____
693.3602	SCI Smart Cushion – Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.3603	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.3604	SCI Smart Cushion – Bolt Front Stop	1	EA	$_____	$_____
693.3605	SCI Smart Cushion – Bolt Shear	1	EA	$_____	$_____
693.3606	SCI Smart Cushion – Bolt Terminal Brace	1	EA	$_____	$_____
693.3607	SCI Smart Cushion – Brace Terminal	1	EA	$_____	$_____
693.3608	SCI Smart Cushion – Strap Cylinder (TL2 or TL3)	1	EA	$_____	$_____
693.3609	SCI Smart Cushion – Keeper Side #3 (Sled Panels)	1	EA	$_____	$_____
693.3610	SCI Smart Cushion – Keeper Side #1 (Side Panels)	1	EA	$_____	$_____
693.3611	SCI Smart Cushion – Keeper Side #2 (Rear Panels)	1	EA	$_____	$_____
693.3612	SCI Smart Cushion – Panel Delineator	1	EA	$_____	$_____
693.3613	SCI Smart Cushion – Panel Side	1	EA	$_____	$_____
693.3614	SCI Smart Cushion – Panel Sled	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3615	SCI Smart Cushion – Panel Rear	1	EA	$_____	$_____
693.3616	SCI Smart Cushion – Sled	1	EA	$_____	$_____
693.3617	SCI Smart Cushion – Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$_____	$_____
693.3618	SCI Smart Cushion – Boot Cylinder	1	EA	$_____	$_____
693.3619	SCI Smart Cushion – Reset Parts Kit	1	EA	$_____	$_____
693.3620	SCI Smart Cushion – Anchor Drop In	1	EA	$_____	$_____
693.3621	SCI Smart Cushion – Pin Anti-Rotation Front	1	EA	$_____	$_____
693.3622	SCI Smart Cushion – Pin Anti-Rotation Rear	1	EA	$_____	$_____
693.3623	SCI Smart Cushion – Plate Sheave Cover	1	EA	$_____	$_____
693.3624	SCI Smart Cushion – PWB02 Block Out	1	EA	$_____	$_____
693.3625	SCI Smart Cushion – Hole Brush-Nylon	1	EA	$_____	$_____
693.3626	SCI Smart Cushion – SCI Debris Hood Assembly- DH3	1	EA	$_____	$_____
693.3627	SCI Smart Cushion – Fiberglass Stay Kit for Debris Hook - DH3	1	EA	$_____	$_____
693.3628	SCI Smart Cushion – Transition Jersey Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.3629	SCI Smart Cushion – Thrie & W-Beam – Left or Right	1	EA	$_____	$_____
693.3630	SCI Smart Cushion – Transition W-Beam Left or Right	1	EA	$_____	$_____
693.3631	SCI Smart Cushion – Transition Assembly 30” Concrete Outside Connection	1	EA	$_____	$_____
693.3632	SCI Smart Cushion – Transition Assembly 30” Concrete Straight Connection	1	EA	$_____	$_____
693.3633	SCI Smart Cushion – Transition Assembly 36” Concrete Outside Connection	1	EA	$_____	$_____
693.3634	SCI Smart Cushion – Transition Assembly 36” Concrete Straight Connection	1	EA	$_____	$_____
693.3635	SCI Smart Cushion – Gore to End of Flared Transition	1	EA	$_____	$_____
693.3636	SCI Smart Cushion – Thrie Beam Concrete Leg Brace	1	EA	$_____	$_____
693.3637	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$_____	$_____
693.3638	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$_____	$_____
693.3639	SCI Smart Cushion - 24-26 9/32” Wide Median Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 3

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.3640	SCI Smart Cushion – Rub Rail Median Barrier – Left or Right	1	EA	$_____	$_____
693.3641	SCI Smart Cushion – Transition Concrete Spanner Brace	1	EA	$_____	$_____
693.3642	SCI Smart Cushion – Steel Blockout	1	EA	$_____	$_____
694.3000	Inertial Barrier System – Module – 200 lbs.	1	EA	$_____	$_____
694.3001	Inertial Barrier System – Module – 400 lbs.	1	EA	$_____	$_____
694.3002	Inertial Barrier System – Module – 700 lbs.	1	EA	$_____	$_____
694.3003	Inertial Barrier System – Module – 1400 lbs.	1	EA	$_____	$_____
694.3004	Inertial Barrier System – Module – 2100 lbs.	1	EA	$_____	$_____

Total Amount for Comparison of Bids – AREA 3…… $ _____

NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall 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**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
209.4000	Installation, Maintenance, Monitoring, and Removal of BMP	FA	FA	FA	$50,000.00
606.4510	W-Beam Guardrail – 250 LF or Less	1	LF	$_____	$_____
606.4511	W-Beam Guardrail – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.4512	W-Beam Guardrail – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.4513	W-Beam Guardrail – Greater than 750 LF	1	LF	$_____	$_____
606.4514	Midwest Guardrail System – 250 LF or Less	1	LF	$_____	$_____
606.4515	Midwest Guardrail System – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.4516	Midwest Guardrail System – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.4517	Midwest Guardrail System – Greater than 750 LF	1	LF	$_____	$_____
606.4520	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – 125 EA or Less	1	EA	$_____	$_____
606.4521	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.4522	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.4523	Spacer Block for W-Beam Guardrail or Midwest Guardrail System – Greater than 375 EA	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.4530	Thrie Beam Guardrail – 250 LF or Less	1	LF	$_____	$_____
606.4531	Thrie Beam Guardrail – Greater than 250 LF to 500 LF	1	LF	$_____	$_____
606.4532	Thrie Beam Guardrail – Greater than 500 LF to 750 LF	1	LF	$_____	$_____
606.4533	Thrie Beam Guardrail – Greater than 750 LF	1	LF	$_____	$_____
606.4540	Spacer Block for Thrie Beam Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.4541	Spacer Block for Thrie Beam Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.4542	Spacer Block for Thrie Beam Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.4543	Spacer Block for Thrie Beam Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.4550	6-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.4551	6-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.4552	6-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.4553	6-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.4560	6.5-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.4561	6.5-Foot W6x8.5 Post for Guardrail - Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.4562	6.5-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.4563	6.5-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.4570	6.75-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.4571	6.75-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.4572	6.75-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.4573	6.75-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.4580	8-Foot W6x8.5 Post for Guardrail – 125 EA or Less	1	EA	$_____	$_____
606.4581	8-Foot W6x8.5 Post for Guardrail – Greater than 125 EA to 250 EA	1	EA	$_____	$_____
606.4582	8-Foot W6x8.5 Post for Guardrail – Greater than 250 EA to 375 EA	1	EA	$_____	$_____
606.4583	8-Foot W6x8.5 Post for Guardrail – Greater than 375 EA	1	EA	$_____	$_____
606.4590	Deck-Mounted Bridge Post – 50 EA or Less	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
606.4591	Deck-Mounted Bridge Post – Greater than 50 EA to 100 EA	1	EA	$_____	$_____
606.4592	Deck-Mounted Bridge Post – Greater than 100 EA to 150 EA	1	EA	$_____	$_____
606.4593	Deck-Mounted Bridge Post – Greater than 150 EA	1	EA	$_____	$_____
606.4610	Type G Anchor Block Assembly	1	EA	$_____	$_____
606.4611	Type G-1d Anchor Block Assembly	1	EA	$_____	$_____
606.4700	Terminal Section – Type MSKT-SP-MGS	1	EA	$_____	$_____
606.4701	Terminal Section – Type Soft Stop Terminal	1	EA	$_____	$_____
606.4702	Terminal Section – Type MAX-Tension	1	EA	$_____	$_____
606.4800	W-Beam End Section (Rounded RWE03a)	1	EA	$_____	$_____
621.4000	Invasive Species Management	F.A.	F.A.	F.A.	$10,000.00
645.4000	Traffic Control (Interstate Freeway)	1	Lane Mile	$_____	$_____
645.4001	Traffic Control (State Highway)	1	Lane Mile	$_____	$_____
645.4002	Electronic Message Board (per Day)	1	EA	$_____	$_____
671.4000	Protection of Endangered Species	F.A.	F.A.	F.A.	$50,000.00

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4000	QuadGuard System – Spare Parts – Type I Cartridge	1	EA	$_____	$_____
693.4001	QuadGuard System – Spare Parts – Type II Cartridge	1	EA	$_____	$_____
693.4002	QuadGuard System – Spare Parts – Quad to Safety Shape Barrier Transition Panel	1	EA	$_____	$_____
693.4003	QuadGuard System – Spare Parts – Quad to Thrie Transition Panel	1	EA	$_____	$_____
693.4004	QuadGuard System – Spare Parts – Quad End Shoe Transition Panel	1	EA	$_____	$_____
693.4005	QuadGuard System – Spare Parts – Quad Beam Fender Panel	1	EA	$_____	$_____
693.4006	QuadGuard System – Spare Parts – Mushroom Washer Assembly	1	EA	$_____	$_____
693.4007	QuadGuard System – Spare Parts – Nose Cover Assembly	1	EA	$_____	$_____
693.4008	QuadGuard System – Spare Parts – First Diaphragm	1	EA	$_____	$_____
693.4009	QuadGuard System – Spare Parts – Diaphragm	1	EA	$_____	$_____
693.4010	QuadGuard System – Spare Parts – Backup – Tension Strut	1	EA	$_____	$_____
693.4011	QuadGuard System – Spare Parts – MP-3 Anchor Kit	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4012	QuadGuard System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.4200	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 2Q	1	EA	$_____	$_____
693.4201	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 3Q	1	EA	$_____	$_____
693.4202	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 4Q	1	EA	$_____	$_____
693.4203	QuadGuard LMC System – Spare Parts – Cylinder Assembly Type 5Q	1	EA	$_____	$_____
693.4204	QuadGuard LMC System – Spare Parts – Diaphragm Assembly	1	EA	$_____	$_____
693.4205	QuadGuard LMC System – Spare Parts – Nose Assembly	1	EA	$_____	$_____
693.4206	QuadGuard LMC System – Spare Parts – Fender Panel Assembly	1	EA	$_____	$_____
693.4207	QuadGuard LMC System – Spare Parts – Backup Assembly	1	EA	$_____	$_____
693.4208	QuadGuard LMC System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.4209	QuadGuard LMC System – Spare Parts – Bay Assembly	1	EA	$_____	$_____
693.4210	QuadGuard LMC System – Spare Parts – Chain Assembly	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4300	QuadGuard M-10 System – Spare Parts – Type M-I Cartridge	1	EA	$_____	$_____
693.4301	QuadGuard M-10 System – Spare Parts – Type M-II Cartridge	1	EA	$_____	$_____
693.4302	QuadGuard M-10 System – Spare Parts – Quad to Safety Shape barrier Transition Panel	1	EA	$_____	$_____
693.4303	QuadGuard M-10 System – Spare Parts – Quad to Thrie Transition Panel	1	EA	$_____	$_____
693.4304	QuadGuard M-10 System – Spare Parts – Quad End Shoe Transition Panel	1	EA	$_____	$_____
693.4305	QuadGuard M-10 System – Spare Parts – Quad Beam Fender Panel	1	EA	$_____	$_____
693.4306	QuadGuard M-10 System – Spare Parts – Mushroom Washer Assembly	1	EA	$_____	$_____
693.4307	QuadGuard M-10 System – Spare Parts – Nose Cover Assembly	1	EA	$_____	$_____
693.4308	QuadGuard M-10 System – Spare Parts – First Diaphragm	1	EA	$_____	$_____
693.4309	QuadGuard M-10 System – Spare Parts – Diaphragm	1	EA	$_____	$_____
693.4310	QuadGuard M-10 System – Spare Parts – Backup – Tension Strut	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4311	QuadGuard M-10 System – Spare Parts – MP-3 Anchor Kit	1	EA	$_____	$_____
693.4312	QuadGuard M-10 System – Spare Parts – Monorail Assembly	1	EA	$_____	$_____
693.4313	QuadGuard M-10 System – Spare Parts - Hinge	1	EA	$_____	$_____
693.4400	TAU-II Crash Cushion System – Front Support	1	EA	$_____	$_____
693.4401	TAU-II Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.4402	TAU-II Crash Cushion System – Compact Backstop	1	EA	$_____	$_____
693.4403	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type A	1	EA	$_____	$_____
693.4404	TAU-II Crash Cushion System – Energy Absorbing Cartridge, Type B	1	EA	$_____	$_____
693.4405	TAU-II Crash Cushion System – Anchoring Package, Compact Backstop	1	EA	$_____	$_____
693.4406	TAU-II Crash Cushion System – Front Support Leg	1	EA	$_____	$_____
693.4407	TAU-II Crash Cushion System – Compact Cable	1	EA	$_____	$_____
693.4408	TAU-II Crash Cushion System – Cable Guide Assembly	1	EA	$_____	$_____
693.4409	TAU-II Crash Cushion System – Sliding Panel	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4410	TAU-II Crash Cushion System – Sliding Bolt	1	EA	$_____	$_____
693.4411	TAU-II Crash Cushion System - End Panel	1	EA	$_____	$_____
693.4412	TAU-II Crash Cushion System – Pipe Panel Mount	1	EA	$_____	$_____
693.4413	TAU-II Crash Cushion System - End Panel Cross Piece	1	EA	$_____	$_____
693.4414	TAU-II Crash Cushion System – Front Cable Anchor	1	EA	$_____	$_____
693.4415	TAU-II Crash Cushion System – Nose Piece	1	EA	$_____	$_____
693.4416	TAU-II Crash Cushion System – Extra Thick Flat Washer, SS	1	EA	$_____	$_____
693.4417	TAU-II Crash Cushion System – Hex Bolt, SS-20MM x 50MM	1	EA	$_____	$_____
693.4418	TAU-II Crash Cushion System – Washer, SS	1	EA	$_____	$_____
693.4419	TAU-II Crash Cushion System – Hex Nut, SS-20MM	1	EA	$_____	$_____
693.4420	TAU-II Crash Cushion System – Fender Washer, SS-20MM x 50MM	1	EA	$_____	$_____
693.4500	TAU-M Crash Cushion System – Front Support	1	EA	$_____	$_____
693.4501	TAU-M Crash Cushion System – Middle Support Diaphragm	1	EA	$_____	$_____
693.4502	TAU-M Crash Cushion System – Compact Backstop	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4503	TAU-M Crash Cushion System – Cartridge, TAU-II, Type B, Energy Absorbing	1	EA	$_____	$_____
693.4504	TAU-M Crash Cushion System – Galvanized Cable Anchor, TAU-M, Parallel	1	EA	$_____	$_____
693.4505	TAU-M Crash Cushion System – Cable Assembly, 7 Bay, TAU-M	1	EA	$_____	$_____
693.4506	TAU-M Crash Cushion System – Cable Assembly, 4 Bay, TAU-M	1	EA	$_____	$_____
693.4507	TAU-M Crash Cushion System – Sliding Panel, Galvanized, TAU-M	1	EA	$_____	$_____
693.4508	TAU-M Crash Cushion System – End Panel Mount	1	EA	$_____	$_____
693.4509	TAU-M Crash Cushion System – End Panel, Thrie Beam, Galvanized, TAU-M	1	EA	$_____	$_____
693.4510	TAU-M Crash Cushion System – TAU-II Front Support Leg Kit	1	EA	$_____	$_____
693.4511	TAU-M Crash Cushion System – Cable Guide Kit, TAU-M	1	EA	$_____	$_____
693.4512	TAU-M Crash Cushion System – Slider TAU-M Kit	1	EA	$_____	$_____
693.4513	TAU-M Crash Cushion System – Tow Hook Kit, TAU-M	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4514	TAU-M Crash Cushion System – Tether Kit, TAU-M	1	EA	$_____	$_____
693.4515	TAU-M Crash Cushion System – End Panel HW Kit, TAU-M	1	EA	$_____	$_____
693.4516	TAU-M Crash Cushion System – Delineation HW Kit, TAU-M	1	EA	$_____	$_____
693.4517	TAU-M Crash Cushion System – Concrete Anchor Hardware Kit, TAU-M	1	EA	$_____	$_____
693.4518	TAU-M Crash Cushion System – Asphalt Hardware Kit	1	EA	$_____	$_____
693.4519	TAU-M Crash Cushion System – Crossmember, Galvanized	1	EA	$_____	$_____
693.4520	TAU-M Crash Cushion System – Backstop Brace, Right Hand, Galvanized	1	EA	$_____	$_____
693.4521	TAU-M Crash Cushion System – Backstop Brace, Left Hand, Galvanized	1	EA	$_____	$_____
693.4522	TAU-M Crash Cushion System – Rear Plate, Galvanized	1	EA	$_____	$_____
693.4523	TAU-M Crash Cushion System – Tie Channel, Galvanized	1	EA	$_____	$_____
693.4524	TAU-M Crash Cushion System – Slider Shim, Geomet, TAU-M	1	EA	$_____	$_____
693.4600	SCI Smart Cushion – Concrete Anchor Kit	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4601	SCI Smart Cushion – Asphalt Anchor Kit	1	EA	$_____	$_____
693.4602	SCI Smart Cushion – Epoxy Kit for Asphalt Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.4603	SCI Smart Cushion - Epoxy Kit for Concrete Attenuator (TL2 or TL3)	1	EA	$_____	$_____
693.4604	SCI Smart Cushion – Bolt Front Stop	1	EA	$_____	$_____
693.4605	SCI Smart Cushion – Bolt Shear	1	EA	$_____	$_____
693.4606	SCI Smart Cushion – Bolt Terminal Brace	1	EA	$_____	$_____
693.4607	SCI Smart Cushion – Brace Terminal	1	EA	$_____	$_____
693.4608	SCI Smart Cushion – Strap Cylinder (TL2 or TL3)	1	EA	$_____	$_____
693.4609	SCI Smart Cushion – Keeper Side #3 (Sled Panels)	1	EA	$_____	$_____
693.4610	SCI Smart Cushion – Keeper Side #1 (Side Panels)	1	EA	$_____	$_____
693.4611	SCI Smart Cushion – Keeper Side #2 (Rear Panels)	1	EA	$_____	$_____
693.4612	SCI Smart Cushion – Panel Delineator	1	EA	$_____	$_____
693.4613	SCI Smart Cushion – Panel Side	1	EA	$_____	$_____
693.4614	SCI Smart Cushion – Panel Sled	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4615	SCI Smart Cushion – Panel Rear	1	EA	$_____	$_____
693.4616	SCI Smart Cushion – Sled	1	EA	$_____	$_____
693.4617	SCI Smart Cushion – Epoxy, Cartridge, Dispenser, and Nozzle	1	EA	$_____	$_____
693.4618	SCI Smart Cushion – Boot Cylinder	1	EA	$_____	$_____
693.4619	SCI Smart Cushion – Reset Parts Kit	1	EA	$_____	$_____
693.4620	SCI Smart Cushion – Anchor Drop In	1	EA	$_____	$_____
693.4621	SCI Smart Cushion – Pin Anti-Rotation Front	1	EA	$_____	$_____
693.4622	SCI Smart Cushion – Pin Anti-Rotation Rear	1	EA	$_____	$_____
693.4623	SCI Smart Cushion – Plate Sheave Cover	1	EA	$_____	$_____
693.4624	SCI Smart Cushion – PWB02 Block Out	1	EA	$_____	$_____
693.4625	SCI Smart Cushion – Hole Brush-Nylon	1	EA	$_____	$_____
693.4626	SCI Smart Cushion – SCI Debris Hood Assembly- DH3	1	EA	$_____	$_____
693.4627	SCI Smart Cushion – Fiberglass Stay Kit for Debris Hook - DH3	1	EA	$_____	$_____
693.4628	SCI Smart Cushion – Transition Jersey Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4					
ITEM NO.	**ITEM**	**APPROX. QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
693.4629	SCI Smart Cushion – Thrie & W-Beam – Left or Right	1	EA	$_____	$_____
693.4630	SCI Smart Cushion – Transition W-Beam Left or Right	1	EA	$_____	$_____
693.4631	SCI Smart Cushion – Transition Assembly 30” Concrete Outside Connection	1	EA	$_____	$_____
693.4632	SCI Smart Cushion – Transition Assembly 30” Concrete Straight Connection	1	EA	$_____	$_____
693.4633	SCI Smart Cushion – Transition Assembly 36” Concrete Outside Connection	1	EA	$_____	$_____
693.4634	SCI Smart Cushion – Transition Assembly 36” Concrete Straight Connection	1	EA	$_____	$_____
693.4635	SCI Smart Cushion – Gore to End of Flared Transition	1	EA	$_____	$_____
693.4636	SCI Smart Cushion – Thrie Beam Concrete Leg Brace	1	EA	$_____	$_____
693.4637	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width with Rub Rail	1	EA	$_____	$_____
693.4638	SCI Smart Cushion – Transition Assembly Median Barrier Variable Width w/o Rub Rail	1	EA	$_____	$_____
693.4639	SCI Smart Cushion - 24-26 9/32” Wide Median Barrier – Left or Right	1	EA	$_____	$_____

PROPOSAL SCHEDULE – AREA 4

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
693.4640	SCI Smart Cushion – Rub Rail Median Barrier – Left or Right	1	EA	$_____	$_____
693.4641	SCI Smart Cushion – Transition Concrete Spanner Brace	1	EA	$_____	$_____
693.4642	SCI Smart Cushion – Steel Blockout	1	EA	$_____	$_____
694.4000	Inertial Barrier System – Module – 200 lbs.	1	EA	$_____	$_____
694.4001	Inertial Barrier System – Module – 400 lbs.	1	EA	$_____	$_____
694.4002	Inertial Barrier System – Module – 700 lbs.	1	EA	$_____	$_____
694.4003	Inertial Barrier System – Module – 1400 lbs.	1	EA	$_____	$_____
694.4004	Inertial Barrier System – Module – 2100 lbs.	1	EA	$_____	$_____

Total Amount for Comparison of Bids – AREA 4…… $ _____

NOTE: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.

PROPOSAL SCHEDULE – SUMMARY

	AMOUNT
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 1	$_____
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 2	$_____
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 3	$_____
TOTAL AMOUNT FOR COMPARISON OF BIDS – AREA 4	$_____

PROPOSAL SCHEDULE

The bidder is directed to Subsection 105.16 – Subcontracts.

The bidder is directed to Section 717 – Cullet and Cullet-Made Materials regarding recycling of waste glass.

For each area, the "Total Amount for Comparison of Bids" shall be used to determine the lowest responsible bidder.

Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.

2. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.

3. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

4. **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. Bidders shall 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.

5. 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.

6. Bidder may bid on any or all areas. To be considered, bidder shall submit a bid for all items within an area. Separate contracts will be awarded for each area, but if a bidder is determined the lowest bidder for multiple areas, one combined contract will be awarded.

7. 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.

8. 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.

9. The quantities on the proposal schedule are for bidding purposes only, and this is no guarantee of the quantity of work that will be issued.

SURETY BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

_____
(Name of bonding company)

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

_____
(State/county entity)

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

_____
(Required amount of bid security)

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

WHEREAS:

The Principal has submitted an offer for _____

_____
(Project by number and brief description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

_____
Signature

_____
Title

(Seal) _____
Name of Surety

_____
Signature

_____
Title

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

FORMS

Contents

CONTRACT

THIS AGREEMENT, made this day of _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office address is «ADDRESS», hereinafter 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 "«PROJECT_NAME_AND_NO»", 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 «BASIC»----DOLLARS ($«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS……$«BASIC_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY», and any supplements thereto, 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 in writing under the specifications.

For and in consideration of the covenants, undertakings 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 «BASIC»---DOLLARS ($«BASIC_NUMERIC») 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.

An additional sum of «EXTRAS»-----DOLLARS ($«EXTRA_NUMERIC») is hereby provided for extra work.

All words used herein in the singular shall extend to and include the plural. All words used in the plural 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

_____
Director of Transportation

«CONTRACTOR» (Seal)

_____
Signature

_____
Print name

_____
Print Title

_____
Date

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