

**STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
HONOLULU, HAWAII  
SPECIAL PROVISIONS  
PROPOSAL  
CONTRACT AND BOND**

**FOR**

**TRAFFIC MANAGEMENT CENTER**

**PROJECT NO. HWY-K-03-18**

**ISLAND OF KAUAI**

**FY 2020**

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**NOTICE TO BIDDERS**  
(Chapter 103D, HRS)

The receiving of SEALED BIDS for TRAFFIC MANAGEMENT CENTER, ISLAND OF KAUAI, Project No. HWY-K-03-18, will begin as advertised on May 22, 2020 in HIePRO. Bidders are to register and submit bids through HIePRO only. See the following HIePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is – Monday, June 15, 2020, at 2:00 P.M., Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work consists of furnishing and installing a server-based Traffic Management Center (TMC), including video detection systems, cellular communications, system monitors, and all necessary equipment, programming, and data to provide a fully functional system that meets the contract specifications. The estimated cost of construction is between \$ 1,000,000 and \$2,000,000.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor's "A" license or Specialty Contractor's "C-13" license at the time of bidding.

The Hawaii Products Preference pursuant to Section 103D-1002, Hawaii Revised Statutes (HRS), is applicable to this project. Persons wishing to certify and qualify a product as a Hawaii Product shall submit a Certification for Hawaii Product Preference (SPO) Form 38) to the DOT Contracts office no later than 4:30 P.M., fourteen (14) calendar days prior to the bid opening date. Late submittals for this project will not be reviewed by the DOT. A separate SPO-Form 38 shall be completed and submitted for each product. Forms are available at <http://spo.hawaii.gov/all-forms/>.

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

## STATE PROJECTS

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

A mandatory pre-bid conference is scheduled for May 27, 2020, at 10:00 A.M. HST. **Due to the impacts of COVID 19, the pre-bid meeting will be conducted virtually. Questions applicable to the Project Specifications should be submitted via HIePRO no later than two days prior to the scheduled date of the pre-bid meeting.** A site visit is recommended and is available prior to the bid opening date. All prospective bidders or their representatives (employees) who are interested in attending a site visit shall schedule with the Project Manager. During site-visit, all persons are required to wear masks for the entire duration of the stay.

Contact Eric Fujikawa, Project Manager, by phone, at (808) 241-3015, by facsimile at (808) 241-3011 or email at eric.i.fujikawa@hawaii.gov to obtain the venue for the pre-bid meeting.

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

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

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

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing

## STATE PROJECTS

Executive Order 11246, as amended, shall be complied with on this project.

Driving While Impaired (DWI) Education. HDOT encourages all organizations contracted with the DOT to have an employee education program preventing DWI. DWI is defined as operating a motor vehicle while impaired by alcohol or other legal or illegal substances. HDOT promotes this type of program to accomplish our mission to provide a safe environment for motorists, bicyclists and pedestrians utilizing our State highways, and expects its contractors to do so as well.

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

For additional information, contact Eric Fujikawa, Project Manager, by phone, at (808) 241-3015, by fax at (808) 241-3011 or email at [eric.i.fujikawa@hawaii.gov](mailto:eric.i.fujikawa@hawaii.gov).

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



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JADE T. BUTAY  
Director of Transportation

Posted:

## **INSTRUCTIONS FOR CONTRACTOR'S LICENSING**

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

**STATE OF HAWAII**  
**DEPARTMENT OF TRANSPORTATION**  
**HIGHWAYS DIVISION**  
**HONOLULU, HAWAII**

**SPECIAL PROVISIONS**

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



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

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

5 **102.01 Prequalification of Bidders.** Prospective bidders shall be  
6 capable of performing the work for which they are bidding.  
7

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

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

31 **102.02 Contents of Proposal Forms.** The Department will furnish  
32 prospective bidders with proposal forms stating:  
33

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

46 Pages attached to the proposal form are part of the proposal. The  
47 bidder shall not detach or alter the papers bound with or attached to the proposal  
48 when the bidder submits its proposal.

49  
50 Also, the bidder shall consider other documents including the plans and  
51 specifications a part of the proposal form whether attached or not.

52  
53 **102.03 Issuance of Proposal Forms.** The Department reserves the right to  
54 refuse to issue proposal forms to prospective bidders, which refusal may be  
55 based on the following:

56  
57 (1) Lack of competency or adequate machinery, plant, and other  
58 equipment (which determination may be based on the financial statement  
59 and experience questionnaires required under Subsection 102.01 -  
60 Prequalification of Bidders);

61  
62 (2) Uncompleted work that might hinder or prevent the prompt  
63 completion of additional work if awarded;

64  
65 (3) Failure to pay or settle bills due for labor and material on former  
66 contracts in force at the time of issuance of the project proposal forms;

67  
68 (4) Failure to comply with qualification regulations of the Department;

69  
70 (5) Default under previous contracts; or

71  
72 (6) Lack of responsibility and cooperation from past work.

73  
74 **102.04 Estimated Quantities.** The quantities shown in the contract are  
75 approximate and are for the comparison of bids only. The actual quantity of  
76 work may not correspond with the quantities shown in the contract. The  
77 Department will make payment to the Contractor for unit price items in  
78 accordance with the contract for only the following:

79  
80 (1) Actual quantities of work done and accepted, not the estimated  
81 quantities; or

82  
83 (2) Actual quantities of materials furnished, not the estimated  
84 quantities.

85  
86 The Department may increase, decrease, or omit each scheduled  
87 quantities of work to be done and materials to be furnished. When the  
88 Department increases or decreases the estimated quantity of a contract item by  
89 more than 15% the Department will make payment for such items in accordance  
90 with Subsection 104.06 - Methods of Price Adjustment.

91

92 **102.05 Examination of Contract and Site of Work.** The bidder shall  
93 examine carefully the site of the proposed work and contract before submitting a  
94 proposal.

95  
96 By the act of submitting a bid for the proposed contract, the bidder  
97 warrants that:

98  
99 (1) The bidder and its Subcontractors have reviewed the contract  
100 documents and found them free from ambiguities and sufficient for the  
101 purpose intended;

102  
103 (2) The bidder and its workers, employees and subcontractors have  
104 the skills and experience in the type of work required by the contract  
105 documents bid upon;

106  
107 (3) Neither the bidder nor its employees, agents, suppliers or  
108 subcontractors have relied upon verbal representations from the  
109 Department, its employees or agents, including architects, engineers or  
110 consultants, in assembling the bid figure; and

111  
112 (4) The bases for the bid figure are solely on the construction contract  
113 documents.

114  
115 Also, the bidder warrants that the bidder has examined the site of the  
116 work. From its investigations, the bidder acknowledges satisfaction on:

117  
118 (1) The nature and location of the work;

119  
120 (2) The character, quality, and quantity of materials;

121  
122 (3) The difficulties to be encountered; and

123  
124 (4) The kind and amount of equipment and other facilities needed;

125  
126 Subsurface information or hydrographic survey data furnished are for the  
127 bidders' convenience only. The data and information furnished are the product  
128 of the Department's interpretation gathered in investigations made at the specific  
129 locations. These conditions may not be typical of conditions at other locations  
130 within the project area or that such conditions remain unchanged. Also,  
131 conditions found at the time of the subsurface explorations may not be the same  
132 conditions when work starts. The bidder shall be solely responsible for  
133 assumptions, deductions, or conclusions the bidder may derive from the  
134 subsurface information or data furnished.

135  
136 If the Engineer determines that the natural conditions differ from that  
137 originally anticipated or contemplated by the Contractor in the items of

138 excavation, the State may treat the difference in natural conditions, as falling  
139 within the meaning of Subsection 104.02 – Changes.

140

141 **102.06 Preparation of Proposal.** The submittal of its proposal shall be on  
142 forms furnished by the Department. The bidder shall specify in words or  
143 figures:

144

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

146

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

148

149 (3) The lump sum amount; and

150

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

153

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

157

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

161

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

166

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

172

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

177

178 **102.07 Irregular Proposals.** The Department may consider proposals  
179 irregular and may reject the proposals for the following reasons:

180

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

183

- 184           **(2)** The proposal contains unauthorized additions, conditions, or  
185 alternates. Also, the proposal contains irregularities that may tend to  
186 make the proposal incomplete, indefinite, or ambiguous to its meaning;  
187
- 188           **(3)** The bidder adds provisions reserving the right to accept or reject an  
189 award. Also, the bidder adds provisions into a contract before an  
190 award;  
191
- 192           **(4)** The proposal does not contain a unit price for each pay item listed  
193 except authorized optional pay items; and  
194
- 195           **(5)** Prices for some items are out of proportion to the prices for other  
196 items.  
197
- 198           **(6)** If in the opinion of the Director, the bidder and its listed  
199 subcontractors do not have the Contactor's licenses or combination of  
200 Contractor's licenses necessary to complete the work.  
201

202           Where the prospective bidder is bidding on multiple projects  
203 simultaneously and the proposal limits the maximum gross amount of awards  
204 that the bidder can accept at one bid letting, the proposal is not irregular if the  
205 limit on the gross amount of awards is clear and the Department selects the  
206 awards that can be given.  
207

208           **102.08 Proposal Guaranty.** The Department will not consider a proposal of  
209 \$25,000 or more unless accompanied by:  
210

- 211           **(1)** A deposit of legal tender; or  
212
- 213           **(2)** A valid surety bid bond, underwritten by a company licensed to  
214 issue bonds in the State of Hawaii, in the form and composed,  
215 substantially, with the same language as provided herewith and signed by  
216 both parties; or  
217
- 218           **(3)** A certificate of deposit, share certificate, cashier's check,  
219 treasurer's check, teller's check, or official check drawn by, or a certified  
220 check accepted by and payable on demand to the State by a bank,  
221 savings institution, or credit union insured by the Federal Deposit  
222 Insurance Corporation (FDIC) or the National Credit Union Administration  
223 (NCUA).  
224
- 225                   **(a)** The bidder may use these instruments only to a maximum of  
226 \$100,000.  
227

228 (b) If the required security or bond amount totals over \$100,000  
229 more than one instrument not exceeding \$100,000 each and issued  
230 by different financial institutions shall be acceptable.

231  
232 (c) The instrument shall be made payable at sight to the  
233 Department.

234  
235 **102.09 Delivery of Proposal.** The bidder shall submit the proposal on  
236 HlePRO. A proposal will not be accepted if after the time set for the opening of  
237 bids.

238  
239 **102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw  
240 or revise a proposal after the bidder deposits the proposal with the Department,  
241 provided the Department receives such withdrawal or revision request in writing  
242 before the time set for the opening of bids.

243  
244 **102.11 Public Opening of Proposals.** The Department will open and  
245 read the proposals publicly via HlePRO at the time shown in the Notice to  
246 Bidders. Invited are bidders, their authorized agents, and other interested  
247 parties.

248  
249 **102.12 Disqualification of Bidders.** The Department may disqualify a  
250 bidder and reject its proposal for the following reasons:

251  
252 (1) Submittal of more than one proposal whether under the same or  
253 different name.

254  
255 (2) Evidence of collusion among bidders. The Department will not  
256 recognize participants in collusion as bidders for any future work of the  
257 Department until such participants are reinstated as qualified bidders.

258  
259 (3) Lack of proposal guaranty.

260  
261 (4) Submittal of an unsigned or improperly signed proposal.

262  
263 (5) Submittal of a proposal without a listing of subcontractors or  
264 containing only a partial or incomplete listing of subcontractors.

265  
266 (6) Submittal of an irregular proposal in accordance with Subsection  
267 102.07 - Irregular Proposals.

268  
269 (7) Evidence of assistance from a person who has been an employee  
270 of the agency within the preceding two years and who participated while in  
271 State office or employment in the matter with which the contract is directly  
272 concerned, pursuant to HRS Chapter 84-15.

273

- 274 (8) Suspended or debarred in accordance with HRS Chapter 104-25.  
275  
276 (9) Failure to complete the prequalification questionnaire.  
277  
278 (10) Failure to attend the mandatory pre-bid meeting, if applicable.  
279

280 **102.13 Material Guaranty.** The successful bidder may be required to  
281 furnish a statement of the composition, origin, manufacture of materials, and  
282 samples.  
283

284 **102.14 Substitution of Materials and Equipment Before Bid Opening.**  
285 See Subsection 106.13 for Substitution Of Materials and Equipment After Bid  
286 Opening.  
287

288 (A) **General.** When brand names of materials or equipment are  
289 specified in the contract documents, they are to indicate a quality, style,  
290 appearance, or performance and not to limit competition. The bidder  
291 shall base its bid on one of the specified brand names unless alternate  
292 brands are qualified as equal or better in an addendum. Qualification of  
293 such proposed alternate brands shall be submitted in writing and  
294 addressed to the Contracts Officer. The face of the envelope  
295 containing the request must be clearly marked 'SUBSTITUTION  
296 REQUEST'. The request may be hand-carried or mailed to the DOT  
297 Contracts Office, Room 105, 869 Punchbowl Street, Honolulu, Hawaii  
298 96813. In either case, the written request must be received by the DOT  
299 Contracts Office no later than 14 calendar days before the bid opening  
300 date, not including the bid opening date. The written request will be  
301 time stamped by the DOT Contracts Office. For the purpose of this  
302 section, the time designated by the time stamping device in the DOT  
303 Contracts Office shall be official. If the written request is hand-carried,  
304 the bearer is responsible to ensure that the request is time stamped by the  
305 DOT Contracts Office.  
306

307 Submit 5 sets of the written request, technical brochures, and a  
308 statement of variances.  
309

310 An addendum will be issued to inform all prospective bidders of any  
311 accepted substitution in accordance with Subsection 102.17 – Addenda .  
312

313 (B) **Statement of Variances.** The statement of variances must list  
314 all features of the proposed substitution that differ from the contract  
315 documents and must further certify that the substitution has no other  
316 variant features. The brochure and information submitted shall be  
317 clearly marked showing make, model, size, options, and any other  
318 features requested by the Engineer and must include sufficient evidence  
319 to evaluate each feature listed as a variance. A request will be denied if

320 submitted without sufficient evidence. If after installing the substituted  
321 product, an unlisted variance is discovered, the Contractor shall  
322 immediately replace the product with a specified product at no increase in  
323 contract price and contract time.  
324

325 **(C) Substitution Denial.** Any substitution request not complying with  
326 the above requirements will be denied.  
327

328 **102.15 Preferences.**  
329

330 **(A) Preference for Hawaii Products.** The bidder's attention is  
331 directed to Sections 103D-1001 and 103D-1002, HRS and Subchapter 1,  
332 Chapter 124, Subtitle 11 of Title 3, HAR which provide preferences for  
333 Hawaii Products. According to Section 103D-1002, HRS, the bidder may  
334 examine the Hawaii Products List at the State Procurement Office, State  
335 Office Building, 1151 Punchbowl Street, Honolulu, Hawaii 96813.  
336

337 If a product listed in the Hawaii Products List is available and meets  
338 project specifications, such product will be designated in the contract  
339 documents as a qualified product which may be used in the performance  
340 of the project.  
341

342 If the bidder intends to claim preference for products on the Hawaii  
343 Product List and such is not listed, the bidder shall immediately notify the  
344 Contracts Office, Department of Transportation, so the Engineer may take  
345 corrective or other appropriate actions.  
346

347 It is further understood by the bidder that if the bidder elects to  
348 furnish qualified Hawaii Products, and is awarded the contract, then fails  
349 to use such products or meet the requirements of such preference, the  
350 bidder shall be subject to the statutory penalties, provided in HRS  
351 Chapter 103D-1002, and such other remedies as may be available to the  
352 State.  
353

354 For the purpose of determining the lowest bid price only, the  
355 provisions of HRS Chapter 103D-1002 shall apply. Any contract  
356 awarded or executed in violation of HRS Chapter 103D-1002 shall be void  
357 and no payment shall be made on account of such contract.  
358

359 **(B) Preferences for Apprenticeship Programs.** In accordance  
360 with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment  
361 for bidders that are parties to apprenticeship agreements pursuant to  
362 Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the  
363 bidder's price for evaluation purposes. These procedures apply to public  
364 works projects with estimated cost of \$250,000 or more and entered into  
365 under the provisions of HRS Chapter 103.  
366

367 The following provisions apply to this Apprenticeship Program.



368  
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**(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 am 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

421 conform to the requirements of HRS Chapter 372.  
422  
423 2. Subcontractors do not have to be a party to an  
424 apprenticeship agreement for the bidder to obtain the  
425 preference.  
426  
427 3. The bidder is not required to have apprentices in its  
428 employ at the time of submittal of an offer to qualify for the  
429 preference.  
430  
431 **(b)** The department shall:  
432  
433 1. Develop and maintain a list of construction trades in  
434 registered apprenticeship programs which conform to HRS  
435 Chapter 372; and  
436  
437 2. Electronically post the list; including any amendments,  
438 on the department website (<http://hawaii.gov/labor/wdd>).  
439  
440 **(c)** Bidder is responsible to comply with all submission  
441 requirements for registration of its apprenticeship program  
442 before requesting a preference.  
443  
444 **(d)** Bidder shall provide a certification by the sponsor of the  
445 respective registered apprenticeship programs covering the  
446 relevant trade(s) for the public works project.  
447  
448 **(e)** *Certification Form 1* issued by the department shall  
449 include:  
450  
451 1. Contractor information;  
452  
453 2. Solicitation reference;  
454  
455 3. Trade(s);  
456  
457 4. Date and name of apprenticeship program;  
458  
459 5. Signature of authorized training coordinator or training  
460 trust fund administrator certifying that the contractor is a  
461 participant in the program, and that the program is  
462 registered with the department;  
463  
464 6. Contract information for sponsor's authorized  
465 representative signing the form;  
466  
467 7. Number of apprentices enrolled in the program, number  
468 who successfully completed the apprenticeship program in  
469 the past 12 months, including whether the contractor is  
470 signatory to a collective bargaining agreement for that  
471 trade, or if not, provide for attachment of a copy of the  
472 agreement between the contractor and the program.  
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**(3) Solicitation Procedures**

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

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

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

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

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

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

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

**(4) Evaluation and Contract Award**

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

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

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

**(d)** Any claims challenging a bidder's representation that the bidder is a participant in an apprenticeship program(s) as claimed, shall be submitted to the procurement officer. The procurement officer will refer the challenge to the department of

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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.

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

586  
587 If a bidder has designated use of a Hawaii Product and fails to  
588 provide the product, the contract will become void and no payments will be  
589 made.

590  
591 The Engineer will award the contract to the responsible bidder  
592 submitting the responsive bid with the lowest evaluated bid price. The  
593 contract amount of the contract awarded shall be the original bid price  
594 offered exclusive of any preference.

595  
596 **102.16 Certification for Safety and Health Program for Bids in excess**  
597 **of \$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror,  
598 by signing and submitting this proposal, certifies that a written safety and health  
599 plan for this project will be available and implemented by the notice to proceed  
600 date for this project. Details of the requirements of this plan may be obtained  
601 from the State Department of Labor and Industrial Relations, Occupational  
602 Safety and Health Division (HIOSH).

603  
604 **102.17 Addenda.** Addenda issued shall become part of the contract  
605 documents. Addenda to the bid documents will be provided to all prospective  
606 bidders via HlePRO. Each addendum shall be an addition to the contract  
607 documents. The terms and requirements of the bid documents (i.e. drawings,  
608 specifications and other bid and contract documents) cannot be changed prior to  
609 the bid opening except by a duly issued addendum.”

610  
611 **END OF SECTION 102**

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

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

5 **103.01 Consideration of Proposals.** The Department will compare the  
6 proposals in terms of the summation of the products of the approximate  
7 quantities and the unit bid prices after the Contracts Officer opens the proposals  
8 via HlePRO. The Department will make the results immediately available to  
9 the public via HlePRO. If a discrepancy occurs between the unit bid price and  
10 the bid price, the unit bid price shall govern.  
11

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

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

22 **(1) Requirement for Award.** To be eligible for award, the  
23 apparent low bidder will be contacted to submit copies of the  
24 documents listed below to demonstrate compliance with HRS  
25 Section 103D-310(c). The documents should be submitted to the  
26 Department as soon as possible. If a valid certificate/clearance is  
27 not submitted on a timely basis for award of a contract, a bidder  
28 otherwise responsive and responsible may not receive the award.  
29 See also Subsection 108.03 – Preconstruction Data Submittal.  
30

31 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53  
32 and 103D-328, the successful bidder shall be required to submit a  
33 certified copy of its tax clearance issued by the Hawaii State Department  
34 of Taxation (DOTAX) and the Internal Revenue Service (IRS) to  
35 demonstrate its compliance with HRS Chapter 237. A tax clearance is  
36 valid for six (6) months from the most recent approval stamp date on the  
37 tax clearance and must be valid on the bid’s first legal advertisement date  
38 or any date thereafter up to the bid opening date.  
39

40 FORM A6, TAX CLEARANCE CERTIFICATE, is available at  
41 the following website:  
42

43 <http://www.hawaii.gov/tax/>  
44

45 To receive DOTAX Forms by fax or mail, phone  
46 (808) 587-7572 or 1-800-222-7572.  
47

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

52  
53 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section  
54 103D-310(c), the successful bidder shall be required to submit a copy  
55 (faxed copies are acceptable) of its approved certificate of compliance  
56 issued by the Hawaii State Department of Labor and Industrial Relations  
57 (DLIR) to demonstrate its compliance with unemployment insurance (HRS  
58 Chapter 383), workers' compensation (HRS Chapter 386), temporary  
59 disability insurance (HRS Chapter 392), and prepaid health care (HRS  
60 Chapter 393). The certificate is valid for six (6) months from the most  
61 recent approval stamp date on the certificate and must be valid on the  
62 bid's first legal advertisement date or any date thereafter up to the bid  
63 opening date. For certificates which receive a "pending" approval  
64 stamp, a DLIR approval stamp is required prior to the issuance of the  
65 Notice to Proceed.  
66

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

70  
71 [www.hawaii.gov/labor](http://www.hawaii.gov/labor)  
72

73 More information is available by calling the DLIR Unemployment  
74 Insurance Division at (808) 586-8926.  
75

76 Inquiries regarding the status of a LIR#27 Form may be made by  
77 calling the DLIR Disability Compensation Division at (808) 586-9200.  
78

79 The application for the Certificate of Compliance is the  
80 responsibility of the bidder and must be submitted directly to the DLIR.  
81 The approved certificate may then be submitted to the Department.  
82

83 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section  
84 103D-310(c), the successful bidder shall be required to submit a copy  
85 (faxed copies are acceptable) of its approved Certificate of Good Standing  
86 issued by the Hawaii State Department of Commerce and Consumer  
87 Affairs (DCCA), Business Registration Division (BREG) to demonstrate  
88 that it is either:

- 89
- 90 **(1)** Incorporated or organized under the laws of the State; or
  - 91
  - 92 **(2)** Registered to do business in the State as a separate branch  
93 or division that is capable of fully performing under the contract.  
94

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

101 with registering and obtaining a Certificate of Good Standing from the  
102 DCCA.

103  
104 To purchase a CERTIFICATE OF GOOD STANDING, go to On-  
105 Line Services at the following website:

106  
107 [www.hawaii.gov/dcca/](http://www.hawaii.gov/dcca/)  
108

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

112  
113 Prospective bidders may submit a bid for any or all groups on the basic  
114 proposal schedule. The awarding of the contract(s) will be made to the lowest  
115 responsible bidder for each group.

116  
117 This contract to be awarded is considered a requirement contract, as the  
118 pavement repair by the Contractor will be made on an "as-needed" basis during  
119 the 12-month contract period. The State gives no assurance as to the number  
120 of services it will purchase.

121  
122 The bidder must maintain an office on the Island of Kauai to be awarded  
123 the contract.

124  
125 **(D) Hawaii Compliance Express (HCE).** In lieu of certificate  
126 reference above, the bidder may make available proof of compliance  
127 through the Hawaii Compliance Express or any other designated  
128 certification process. Bidders may apply and register at the "Hawaii  
129 Compliance Express " website:

130  
131 <https://vendors.ehawaii.gov/hce/splash/welcome.html>  
132

133 **103.03 Cancellation of Award.** The Department reserves the right to  
134 cancel the award of contracts before the execution of said contract by the parties.  
135 There will be no liability to the awardee and to other bidders.

136  
137 **103.04 Return of Proposal Guaranty.** The Department will return the  
138 proposal guaranties, except those of the three lowest bidders, after the  
139 Department checks the proposals. The Department will return the proposal  
140 guaranties of the remaining two lowest bidders not awarded the contract within  
141 five working days following the execution of the contract. The Department will  
142 return the successful bidder's proposal guaranty after the successful bidder  
143 furnishes a bond and executes the contract.

144  
145 **103.05 Requirement of Contract Bond.** At the time of execution of the  
146 contract, the successful bidder shall file a good and sufficient performance bond  
147 and a payment bond on the forms furnished by the Department conditioned for  
148 the full and faithful performance of the contract in accordance with the terms and  
149 intent thereof and for the prompt payment to all others for all labor and material



150 furnished by them to the bidder and used in the prosecution of the work provided  
151 for in the contract.

152

153 The contract bond required shall be furnished by the Contractor for the  
154 term of the contract (12 months). The bond of the contract shall be submitted  
155 to the State, or such additional time as may be granted by the State. Such  
156 bond for each extended year may be extensions of the original bond by  
157 endorsements thereto. The bidder shall limit the acceptable performance and  
158 payment bonds to the following:

159

160 (a) Legal tender;

161

162 (b) Surety bond underwritten by a company licensed to issue bonds  
163 in the State of Hawaii; or

164

165 (c) A certificate of deposit; share certificate; cashier's check;  
166 treasurer's check, teller's check drawn by or a certified check  
167 accepted by and payable on demand to the State by a bank savings  
168 institution or credit union insured by the Federal Deposit Insurance  
169 Corporation (FDIC) or the National Credit Union Administration  
170 (NCUA).

171

172 1. The bidder may use these instruments only to a maximum of  
173 \$100,000.

174

175 2. If the required security or bond amount totals over \$100,000  
176 more than one instrument not exceeding \$100,000 each and  
177 issued by different financial institutions shall be acceptable.

178

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

182

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

188

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

192

193 **103.07 Failure to Execute Contract.** Failure to execute the contract and  
194 file acceptable bonds shall be cause for the cancellation of the award in  
195 accordance with Subsection 103.06 - Execution of the Contract. Also, the  
196 Contractor forfeits the proposal guaranty which becomes the property of the

197 Department. This is not a penalty, but liquidated damages sustained by the  
198 State. The Department may then make award to the next lowest responsible  
199 bidder or the Department may readvertise and construct the work under  
200 contract.”

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**END OF SECTION 103**



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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."

**END OF SECTION 104**



47           **(C) Authority of the Consultant and Construction Management.**  
48           The State may engage consultants and construction managements to  
49           perform duties in connection with the work. Unless otherwise specified  
50           in writing to the Contractor, such retained consultants and construction  
51           managements shall have no greater authority than an Inspector.”  
52

53           **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph  
54           from lines 52 to 61 to read as follows:  
55

56           **“105.02 Submittals.** The contract contains the description of various  
57           items that the Contractor must submit to the Engineer for review and acceptance.  
58           The Contractor shall review all submittals for correctness, conformance with the  
59           requirements of the contract documents and completeness before submitting  
60           them to the Engineer. The submittal shall indicate the contract items and  
61           specifications subsections for which the submittal is provided. The submittal  
62           shall be legible and clearly indicate what portion of the submittal is being  
63           submitted for review. The Contractor shall provide six copies of the required  
64           submissions at the earliest possible date.”  
65

66           **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67           **Provisions** to read as follows:  
68

69           **“(A) Furnishing Drawings and Special Provisions.** The State will  
70           furnish the Contractor 12 sets of the special provisions. There are no  
71           project plans for this project. The Contractor shall have and maintain at  
72           least one set of specifications on the work site, at all times.”  
73

74           **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines  
75           421 to 432 to read as follows:  
76

77           **“(D) No Designated Storage Area.** If no storage area is designated  
78           within the contract documents, materials and equipment may be stored  
79           anywhere within the State highway right-of-way, provided such storage  
80           and access to and from such site, within the sole discretion of the  
81           Engineer, does not create a public or traffic hazard or an impediment to  
82           the movement of traffic.”  
83

84           **(V) Amend Subsection 105.16(B) – Substituting Subcontractors** by  
85           revising the second sentence from line 490 to line 493 to read:  
86

87           “Contractors may enter into subcontracts only with subcontractors listed in the  
88           proposal or with non-listed joint contractors/subcontractors permitted under  
89           Subsection 102.06 – Preparation of Proposal.”  
90

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**END OF SECTION 105**

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**SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**

Make the following amendment to said Section:

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

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

**(II)** Amend 106.11 Steel and Iron Construction Material (Not Applicable)

**END OF SECTION 106**

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

2  
3       Make the following amendments to said Section:

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

7  
8           **“(A) Obligation of Contractor.**   Contractor shall not commence any  
9       work until it obtains, at its own expense, all required insurance described  
10      herein. Such insurance shall be provided by an insurance company  
11      authorized by the laws of the State to issue such insurance in the State of  
12      Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the  
13      carrier has a Best’s Rating of “A-VII” or better. The Contractor shall  
14      maintain and ensure all insurance policies are current for the full period of  
15      the contract until final acceptance of the work by the State.

16  
17           The Certificate of Insurance shall contain: a clause that it is agreed  
18      that any insurance maintained by the State of Hawaii will apply in excess  
19      of, and not contribute with, insurance provided by this policy; and shall be  
20      accompanied by endorsement form CG2010 or equivalent naming the  
21      State as an additional insured to the policy which status shall be  
22      maintained for the full period of the contract until final acceptance of the  
23      work by State.

24  
25           The Contractor shall obtain all required insurance as part of the  
26      contract price. Where there is a requirement for the State of Hawaii and  
27      its officers and employees to be named as additional insureds under any  
28      Contractor’s insurance policy, before the State of Hawaii issues the Notice  
29      to Proceed, the Contractor shall obtain and submit to the Engineer a  
30      Certificate of Insurance and a written policy endorsement that confirms the  
31      State of Hawaii and its officers and employees are additional insureds for  
32      the specific State project number and project title under such insurance  
33      policies. The written policy endorsement must be issued by the insurance  
34      company insuring the Contractor for the specified policy type or by an  
35      agent of such insurance company who is vested with the authority to issue  
36      a written policy endorsement. The insurer’s agent shall also submit  
37      written confirmation of such authority to bind the insurer. Any delays in  
38      the issuance of the Notice to Proceed attributed to the failure to obtain the  
39      proof of the State of Hawaii and its officers and employees’ additional  
40      insured status shall be charged to the Contractor.

41  
42           A mere Certificate of Insurance issued by a broker who represents  
43      the Contractor (but not the Contractor’s insurer), or by any other party who  
44      is not authorized to contractually name the State as an additional insured  
45      under the Contractor’s insurance policy, is not sufficient to meet the  
46      Contractor’s insurance obligations.



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

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

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

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

84 **(B) Types of Insurance.** Contractor shall purchase and maintain  
85 insurance described below which shall provide coverage against claims  
86 arising out of the Contractor's operations under the contract, whether such  
87 operations be by the Contractor itself or by any subcontractor or by  
88 anyone directly or indirectly employed by any of them or by anyone for  
89 whose acts any of them may be liable.  
90

91 **(1) Workers' Compensation.** The Contractor shall obtain  
92 worker's compensation insurance for all persons whom they

93 employ in carrying out the work under this contract. This insurance  
94 shall be in strict conformity with the requirements of the most  
95 current and applicable State of Hawaii Worker's Compensation  
96 Insurance laws in effect on the date of the execution of this contract  
97 and as modified during the duration of the contract.  
98

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

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

110 (a) Products - Completed/Operations Aggregate,

111 (b) Personal & Advertising Injury, and

112 (c) Bodily Injury & Property Damage  
113  
114  
115

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

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

134 **(II) Add Section 107.18 Citizen and Residential Labor Force** after line 745  
135 to read as follows:  
136  
137  
138

139 **“107.18 Citizen and Residential Labor Force.**

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

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

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

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

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

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

174  
175 **(1)** With respect to the General Contractor, withholding of  
176 payment on the contract until the Contractor or its Subcontractor  
177 complies with HRS Chapter 103B as amended by Act 192, SLH  
178 2011.

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

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

185  
186  
187

**END OF SECTION 107**

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

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

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

10  
11 The Contractor shall be allowed up to 60 calendar days after the Notice to  
12 Proceed to begin physical work. The Start Work Date will be established when  
13 this period ends or on the actual day that physical work begins, whichever is first.  
14 Charging of Contract Time will begin on the Start Work Date. The Contractor  
15 shall notify the Engineer, in writing, at least five working days before beginning  
16 physical work.

17  
18 In the event that the Contractor fails to start physical work within the time  
19 specified, the Engineer may terminate the contract in accordance with  
20 Subsection 108.11 – Termination of Contract for Cause.

21  
22 During the period between the Notice to Proceed and the Start Work Date  
23 the Contractor should adjust work forces, equipment, schedules, and procure  
24 materials and required permits, prior to beginning physical work.

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

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

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

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

44 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer,  
45 in writing, the Contractor shall not commence with physical construction unless  
46 sufficient materials and equipment are available for either continuous  
47 construction or completion of a specified portion of the work.  
48

### 108.03

49 **108.03 Preconstruction Submittals.** The awardee shall submit to the  
50 Engineer for information and review the pre-construction submittals within 30  
51 calendar days from notice to proceed. Until the items listed below are received  
52 and found acceptable by the Engineer, the Contractor shall not start physical  
53 work unless otherwise authorized to do so in writing and subject to such  
54 conditions set by the Engineer. Charging of Contract Time will not be delayed,  
55 and additional contract time will not be granted due to Contractor delay in  
56 submitting acceptable preconstruction submittals. No progress payment will be  
57 made to the Contractor until the Engineer acknowledges, in writing, receipt of  
58 the following preconstruction submittals acceptable to the Engineer:  
59

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

89 **108.04 Character and Proficiency of Workers.** The Contractor shall at all  
90 times provide adequate supervision and sufficient labor and equipment for  
91 prosecuting the work to full completion in the manner and within the time required  
92 by the contract. The superintendent and all other representatives of the  
93 Contractor shall act in a civil and honest manner in all dealings with the Engineer,  
94 all other State officials and representatives, and the public, in connection with  
95 the work.  
96

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

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

#### 106 107 **108.05 Contract Time.**

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

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

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

134  
135 **(1) Changes in the Work, Additional Work, and Delays**  
136 **Caused by the State.** If the Contractor believes that an  
137 extension of time is justified on account of any act or omission by  
138 the State, and is not adequately provided for in a field order or  
139 change order, it must request the additional time as provided  
140 above. At the request of the Engineer, the Contractor must show  
141 how the critical path will be affected and must also support the time  
142 extension request with schedules, as well as statements from its  
143 subcontractors, suppliers, or manufacturers, as necessary.

144 Claims for compensation for any altered or additional work will be  
145 determined pursuant to Subsection 104.02 – Changes.

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

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

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

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

- 179  
180 1. State specifically the reason or reasons for the  
181 delay and fully explain in a detailed chronology how  
182 the delay affects the critical path.  
183  
184 2. Include copies of pertinent documentation to  
185 support the time extension request.  
186  
187 3. Cite the anticipated period of delay and the time  
188 extension requested.  
189  
190 4. State either that the above circumstances have  
191 been cleared and normal working conditions restored



192 as of a certain day or that the above circumstances  
193 will continue to prevent completion of the project.

194  
195 **(b)** The Contractor shall notify the Engineer in writing  
196 when the delay ends. Time extensions will be the  
197 exclusive relief granted and no additional compensation will  
198 be paid the Contractor for such delays.

199  
200 **(4) Delays in Delivery of Materials or Equipment.** For  
201 delays in delivery of materials or equipment, which occur as a  
202 result of unforeseeable causes beyond the control and without fault  
203 of the Contractor, its subcontractor(s) or supplier(s), time  
204 extensions shall be the exclusive relief granted and no additional  
205 compensation will be paid the Contractor on account of such delay.  
206 The delay shall not exceed the difference between the originally  
207 scheduled delivery date and the actual delivery date. The  
208 Contractor may be granted an extension of time provided that it  
209 complies with the following procedures:

210  
211 **(a)** The Contractor's written notice to the Engineer must  
212 describe the delays and state the effect such delays may  
213 have on the critical path.

214  
215 **(b)** The Contractor, if requested, must submit to the  
216 Engineer within five days after a firm delivery date for the  
217 material and equipment is established, a written statement  
218 regarding the delay. The Contractor must justify the delay  
219 as follows:

220  
221 **1.** State specifically all reasons for the delay.  
222 Explain in a detailed chronology the effect of the delay  
223 on the critical path.

224  
225 **2.** Submit copies of purchase order(s), factory  
226 invoice(s), bill(s) of lading, shipping manifest(s),  
227 delivery tag(s), and any other documents to support  
228 the time extension request.

229  
230 **3.** Cite the start and end date of the delay and the  
231 time extension requested.

232  
233 **(5) Delays for Suspension of Work.** When the performance  
234 of the work is totally suspended for one or more days (calendar or  
235 working days, as appropriate) by order of the Engineer in  
236 accordance with Subsections 108.10(A)(1), 108.10(A)(2), or  
237 108.10(A)(5) the number of days from the effective date of the  
238 Engineer's order to suspend operations to the effective date of the  
239 Engineer's order to resume operations shall not be counted as

240 contract time and the contract completion date will be adjusted.  
241 During periods of partial suspensions of the work, the Contractor  
242 will be granted a time extension only if the partial suspension  
243 affects the critical path. If the Contractor believes that an  
244 extension of time is justified for a partial suspension of work, it  
245 must request the extension in writing at least five working days  
246 before the partial suspension will affect the critical operation(s) in  
247 progress. The Contractor must show how the critical path was  
248 increased based on the status of the work and must also support its  
249 claim if requested, with statements from its subcontractors. A  
250 suspension of work will not constitute a waiver of pre-existing  
251 Contractor delay.

252  
253 **(6) Contractor Caused Delays.** No time extension will be  
254 granted under the following circumstances:

255  
256 **(a)** Delays within the Contractor's control in performing  
257 the work caused by the Contractor, subcontractor, supplier,  
258 or any combination thereof.

259  
260 **(b)** Delays within the Contractor's control in arrival of  
261 materials and equipment caused by the Contractor,  
262 subcontractor, supplier, or any combination thereof, in  
263 ordering, fabricating, and delivery.

264  
265 **(c)** Delays requested for changes which do not affect the  
266 critical path.

267  
268 **(d)** Delays caused by the failure of the Contractor to  
269 make submittals in a timely manner for review and  
270 acceptance by the Engineer, such as but not limited to shop  
271 drawings, descriptive sheets, material samples, and color  
272 samples except as covered in Subsection 108.05(B)(3) and  
273 108.05(B)(4).

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

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

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

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

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335

**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.

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

340  
341 (h) Set schedule logic for out of sequence activities to  
342 retain logic. In addition, open ends shall be non-critical.

343  
344 (i) Show target bars for all activities.

345  
346 (j) Vertical and horizontal sight lines both major and  
347 minor shall be used as well as a separator line between  
348 groups. The Engineer will determine frequency and style.

349  
350 (k) The file name, print date, revision number, data and  
351 project title and number shall be included in the title block.

352  
353 (l) Have columns with the appropriate data in them for  
354 activity ID, description, original duration, remaining duration,  
355 early start, early finish, total float, percent complete,  
356 resources. The resource column shall list who is  
357 responsible for the work to be done in the activity. These  
358 columns shall be to the left of the bar chart.

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

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

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

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

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

383

- 384 (e) Breakdown of activity, such as forming, placing  
385 reinforcing steel, concrete pouring and curing, and stripping  
386 in concrete construction. Indicate location of work to be  
387 done in such detail that it would be easily determined where  
388 work would be occurring within approximately 200 feet.
- 389
- 390 (f) Latest start and finish dates for critical path activities.
- 391
- 392 (g) Identify responsible subcontractor, supplier, and  
393 others for their respective activity.
- 394
- 395 (h) No individual activity shall have duration of more than  
396 20 calendar days unless requested and approved by the  
397 Engineer.
- 398
- 399 (i) All activities shall have work breakdown structure  
400 codes and activity codes. The activity codes shall have  
401 coding that incorporates information for phase, location,  
402 who is responsible for doing work and type of operation and  
403 activity description.
- 404
- 405 (j) Incorporate all physical access and availability  
406 restraints.
- 407

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

411

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

432 schedule will result in work that conforms to the contract requirements or  
433 that the sequences or durations indicated are feasible.

434

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

438

439 (1) Four sets of the TSLD schedule.

440

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

443

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

448

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

452

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

457

458 (a) Has a duration longer than five days.

459

460 (b) Is a milestone activity.

461

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

464

465 (d) Is a critical path activity.

466

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

468

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

471

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

473

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

476

477 (c) The production rate per eight hour day, or the working  
478 hours established by the contract documents needed to  
479 meet the time indicated on the schedule. If the production

480 rate is not for eight hours, the number of working hours shall  
481 be indicated.

482  
483 **(6)** Two sets of color time-scaled project evaluation and review  
484 technique charts (“PERT”) using the activity box template of Logic –  
485 Early Start or such other template designated by the Engineer.  
486

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

490  
491 **(E) Contractor’s Continuing Schedule Submittal Requirements.**  
492 After the acceptance of the initial TSLD and when construction starts, the  
493 Contractor shall submit four plotted progress schedules, two PERT  
494 charts, and reports on all construction activities every two weeks (bi-  
495 weekly). This scheduled bi-weekly submittal shall also include an  
496 updated version of the project schedule in a computerized software format  
497 as specified by the Engineer. The submittal shall have all the  
498 information needed to re-create that time period’s TSLD plot and reports.  
499 The bi-weekly submittal shall include, but not limited to, an update of  
500 activities based on actual durations, all new activities and any changes in  
501 duration or start or finish dates of any activity.  
502

503 The Contractor shall submit with every update, in report form  
504 acceptable to the Engineer, a list of changes to the progress schedule  
505 since the previous schedule submittal. The Engineer may change the  
506 frequency of the submittal requirements but may not require a submittal of  
507 the schedule to be more than once a week. The Engineer may  
508 decrease the frequency of the submittal of the bi-weekly schedule.  
509

510 The Contractor shall submit updates of the anticipated work  
511 completion graph, equipment listing, manpower requirement graph or  
512 method statement when requested by the Engineer. The Contractor  
513 shall submit such updates within 4 calendar days from the date of the  
514 request by the Engineer.  
515

516 The Engineer may withhold progress payment until the Contractor  
517 is in compliance with all schedule update requirements  
518

519 **(F) Float.** All float appearing on a schedule is a shared commodity.  
520 Float does not belong to or exist for the exclusive use or benefit of either  
521 the State or the Contractor. The State or the Contractor has the  
522 opportunity to use available float until it is depleted. Float has no  
523 monetary value.  
524

525 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly  
526 basis with the Engineer to review the progress schedule. The

**108.06**

527 Contractor shall have someone attending the meeting that can answer all  
528 questions on the TSLD and other schedule related submittals.

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

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

550  
551 **(I) Contractor Responsibilities.** The Contractor shall promptly  
552 respond to any inquiries from the Engineer regarding any schedule  
553 submission. The Contractor shall adjust the schedule to address  
554 directives from the Engineer and shall resubmit the TSLD package to the  
555 Engineer until the Engineer finds it acceptable.

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

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

571  
572 The Contractor shall bring to weekly meetings a detailed work schedule  
573 showing the next three weeks' work. Number of copies of the detailed work  
574 schedule to be submitted will be determined by the Engineer. The three-week



575 schedule is in addition to the TSLD and shall in no way be considered as a  
576 substitute for the TSLD or vice versa. The three-week schedule shall show:

577

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

582

583 (b) The duration of all events and delays.

584

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

588

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

590

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

593

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

597

598 **108.08 Liquidated Damages for Failure to Complete the Work or Portions**  
599 **of the Work on Time.** The actual amount of damages resulting from the

600 Contractor's failure to complete the contract in a timely manner is difficult to  
601 accurately determine. Therefore the amount of such damages shall be

602 liquidated damages as set forth herein and in the special provisions. The State  
603 may, at its discretion, deduct the amount from monies due or that may become

604 due under the contract.  
605

606 When the Contractor fails to reach substantial completion of the work for  
607 which liquidated damages are specified, within the time or times fixed in the

608 contract or any extension thereof, in addition to all other remedies for breach  
609 that may be available to the State, the Contractor shall pay liquidated damages

610 to the State, in the amount of \$1,000 per working day.  
611

612

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

617

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

621

## 108.08

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

- 628
- 629 (1) Notice from the Contractor that the project is substantially  
630 complete and the time the punchlist is delivered to the Contractor.
  - 631
  - 632 (2) The date of the completion of punchlist as determined by the  
633 Engineer and the date of the successful final inspection, and
  - 634
  - 635 (3) The date of the Final Inspection that results in Substantial  
636 Completion and the receipt by the Contractor of the written notice of  
637 Substantial Completion.
  - 638

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

645

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

## 657 **108.10 Suspension of Work.**

658

659

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

- 664
- 665 (1) Weather or soil conditions considered unsuitable for  
666 prosecution of the work.
  - 667
  - 668 (2) Whenever a redesign that may affect the work is deemed  
669 necessary by the Engineer.

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(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:

## 108.10

- 718 (1) For weather related conditions.  
719  
720 (2) To the extent that performance would have been so  
721 suspended, delayed, or interrupted by any other cause, including  
722 the fault or negligence of the Contractor.  
723  
724 (3) Or, for which an adjustment is provided for or excluded  
725 under any other provision of this Contract.  
726

727 **(E) Claims for Adjustment.** Any adjustment in contract price made  
728 shall be determined in accordance with Subsections 104.02 – Changes  
729 and 104.06 – Methods of Price Adjustment.  
730

731 Any claims for such compensation shall be filed in writing with the  
732 Engineer within 30 days after the date of the order to resume work or the  
733 claim will not be considered. The claim shall conform to the  
734 requirements of Subsection 107.15(D) – Making of a Claim. The  
735 Engineer will take the claim under consideration, may make such  
736 investigations as are deemed necessary and will be the sole judge as to  
737 the equitability of the claim. The Engineer’s decision will be final.  
738

739 **(F) No Adjustment.** No provision of this clause shall entitle the  
740 Contractor to any adjustments for delays due to failure of its surety, the  
741 cancellation or expiration of any insurance coverage required by the  
742 contract documents, for suspensions made at the request of the  
743 Contractor, for any delay required under the contract, for suspensions,  
744 either partial or whole, made by the Engineer under Subsection  
745 108.10(A)(4) of the “Suspension of work” paragraph.  
746

## 747 108.11 Termination of Contract for Cause.

748  
749 **(A) Default.** If the Contractor refuses or fails to perform the work, or  
750 any separable part thereof, with such diligence as will assure its  
751 completion within the time specified in this contract, or any extension  
752 thereof, or commits any other material breach of this contract, and further  
753 fails within seven days after receipt of written notice from the Engineer to  
754 commence and continue correction of the refusal or failure with diligence  
755 and promptness, the Engineer may, by written notice to the Contractor,  
756 declare the Contractor in breach and terminate the Contractor’s right to  
757 proceed with the work or the part of the work as to which there has been  
758 delay or other breach of contract. In such event, the State may take  
759 over the work, perform the same to completion, by contract or otherwise,  
760 and may take possession of, and utilize in completing the work, the  
761 materials, appliances, and plants as may be on the site of the work and  
762 necessary therefore. Whether or not the Contractor’s right to proceed  
763 with the work is terminated, the Contractor and the Contractor’s sureties  
764 shall be liable for any damage to the State resulting from the Contractor’s  
765 refusal or failure to complete the work within the specified time.

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**(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

**108.12**

813 not terminated by the notice of termination and may incur obligations as  
814 necessary to do so.

815

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

819

820 (1) Any completed work.

821

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

827

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

834

835 **(D) Compensation.**

836

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

844

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

853

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

857

858 (a) The cost of all contract work performed prior to the  
859 effective date of the notice of termination work plus a 5  
860 percent markup on the actual direct costs, including

861 amounts paid to subcontractor, less amounts paid or to be  
862 paid for completed portions of such work; provided,  
863 however, that if it appears that the Contractor would have  
864 sustained a loss if the entire contract would have been  
865 completed, no markup shall be allowed or included and the  
866 amount of compensation shall be reduced to reflect the  
867 anticipated rate of loss. No anticipated profit or  
868 consequential damage will be due or paid.

869  
870 **(b)** Subcontractors shall be paid a markup of 10 percent  
871 on their direct job costs incurred to the date of termination.  
872 No anticipated profit or consequential damage will be due or  
873 paid to any subcontractor. These costs must not include  
874 payments made to the Contractor for subcontract work  
875 during the contract period.

876  
877 **(c)** The total sum to be paid the Contractor shall not  
878 exceed the total contract price reduced by the amount of any  
879 sales of construction supplies, and construction materials.

880  
881 **(4)** Cost claimed, agreed to, or established by the State shall  
882 be in accordance with HAR Chapter 3-123.

883  
884 **108.13 Pre-Final and Final Inspections.**

885  
886 **(A) Inspection Requirements.** Before the Engineer undertakes a  
887 final inspection of any work, a pre-final inspection must first be conducted.  
888 The Contractor shall notify the Engineer that the work has reached  
889 substantial completion and is ready for pre-final inspection.

890  
891 **(B) Pre-Final Inspection.** Before notifying the Engineer that the  
892 work has reached substantial completion, the Contractor shall inspect the  
893 project and test all installed items with all of its subcontractors as  
894 appropriate. The Contractor shall also submit the following documents  
895 as applicable to the work:

- 896  
897 **(1)** All written guarantees required by the contract.  
898  
899 **(2)** Two accepted final field-posted drawings as specified in  
900 Section 648 – Field-Posted Drawings;  
901  
902 **(3)** Complete weekly certified payroll records for the Contractor  
903 and Subcontractors.  
904  
905 **(4)** Certificate of Plumbing and Electrical Inspection.  
906  
907 **(5)** Certificate of building occupancy as required.  
908

**108.13**

- 909                   (6)    Certificate of Soil and Wood Treatments.
- 910
- 911                   (7)    Certificate of Water System Chlorination.
- 912
- 913                   (8)    Certificate of Elevator Inspection, Boiler and Pressure Pipe
- 914                   Inspection.
- 915
- 916                   (9)    Maintenance Service Contract and two copies of a list of all
- 917                   equipment installed.
- 918
- 919                   (10)   Current Tax clearance. The contractor will be required to
- 920                   submit an additional tax clearance certificate when the final
- 921                   payment is made.
- 922
- 923                   (11)   And any other final items and submittals required by the
- 924                   contract documents.
- 925

926   **(C) Procedure.**    When in compliance with the above requirements,  
927   the Contractor shall notify the Engineer in writing that the project has  
928   reached substantial completion and is ready for pre-final inspection.  
929

930                   The Engineer will then make a preliminary determination as to  
931   whether or not the project is substantially complete and ready for pre-final  
932   inspection. The Engineer may, in writing, postpone until after the pre-  
933   final inspection the Contractor's submittal of any of the items listed in  
934   Subsection 108.13(B) – Pre-Final Inspection, herein, if in the Engineer's  
935   discretion it is in the interest of the State to do so.  
936

937                   If, in the opinion of the Engineer, the project is not substantially  
938   complete, the Engineer will provide the Contractor a punchlist of specific  
939   deficiencies in writing which must be corrected or finished before the work  
940   will be ready for a pre-final inspection. The Engineer may add to or  
941   otherwise modify this punchlist from time to time. The Contractor shall  
942   take immediate action to correct the deficiencies and must repeat all steps  
943   described above including written notification that the work is ready for  
944   pre-final inspection.  
945

946                   After the Engineer is satisfied that the project appears substantially  
947   complete a final inspection shall be scheduled within ten working days  
948   after receipt of the Contractor's latest letter of notification that the project is  
949   ready for final inspection.  
950

951                   If, as a result of the pre-final inspection, the Engineer determines  
952   the work is not substantially complete, the Engineer will inform the  
953   Contractor in writing as to specific deficiencies which must be corrected  
954   before the work will be ready for another pre-final inspection. If the  
955   Engineer finds the work is substantially complete but finds deficiencies  
956   that must be corrected before the work is ready for final inspection, the



957 Engineer will prepare in writing and deliver to the Contractor a punchlist  
958 describing such deficiencies.

959  
960 At any time before final acceptance, the Engineer may revoke the  
961 determination of substantial completion if the Engineer finds that it was not  
962 warranted and will notify the Contractor in writing the reasons therefore  
963 together with a description of the deficiencies negating the declaration.

964  
965 When the date of substantial completion has been determined by  
966 the State, liquidated damages for the failure to complete the punchlist, if  
967 due to the State will be assessed in pursuant to Subsection 108.08(B) -  
968 Liquidated Damages for Failure to Complete the Punchlist.

969  
970 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a  
971 punchlist after pre-final inspection, the Contractor shall promptly devote all  
972 required time, labor, equipment, materials and incidentals to correct and  
973 remedy all punchlist deficiencies. The Engineer may add to or otherwise  
974 modify this punchlist until substantial completion of the project.

975  
976 Before final inspection of the work, the Contractor shall clean all  
977 ground occupied by the Contractor in connection with the work of all  
978 rubbish, excess materials, temporary structures and equipment, shall  
979 remove all graffiti and defacement of the work and all parts of the work  
980 and the worksite must be left in a neat and presentable condition to the  
981 satisfaction of the Engineer.

982  
983 Final inspection will occur within ten working days after the  
984 Contractor notifies the Engineer in writing that all punchlist deficiencies  
985 remaining after the pre-final inspection have been completed and the  
986 Engineer concurs. If the Engineer determines that deficiencies still  
987 remain at the final inspection, the work will not be accepted and the  
988 Engineer will notify the Contractor, in writing, of the deficiencies which  
989 shall be corrected and the steps above repeated.

990  
991 If the Contractor fails to correct the deficiencies and complete the  
992 work by the established or agreed date, the State may correct the  
993 deficiencies by whatever method it deems appropriate and deduct the cost  
994 from any payments due the Contractor.

995  
996 **108.14 Substantial Completion and Final Acceptance.**

997  
998 **(A) Substantial Completion.** When the Engineer finds that the  
999 Contractor has satisfactorily completed all work for the project in  
1000 compliance with the contract, with the exception of the planting period and  
1001 the plant establishment period, the Engineer will notify the Contractor, in  
1002 writing, of the project's substantial completion, effective as of the date of  
1003 the final inspection. The substantial completion date shall determine end

## 108.15

1004 of contract time and relieve contractor of any additional accumulation of  
1005 liquidated damages for failure to complete the punchlist.

1006

1007 **(B) Final Acceptance.** When the Engineer finds that the Contractor  
1008 has satisfactorily completed all contract work in compliance with the  
1009 contract including all plant establishment requirements, and all the  
1010 materials have been accepted by the State, the Engineer will issue a Final  
1011 Acceptance Letter. The Final Acceptance date shall determine the  
1012 commencement of all guaranty periods subject to Subsection 108.16 –  
1013 Contractor’s Responsibility for Work; Risk of Loss or Damage.

1014

1015 **108.15 Use of Structure or Improvement.** The State has the right to use  
1016 the structure, equipment, improvement, or any part thereof, at any time after it  
1017 is considered by the Engineer as available. In the event that the structure,  
1018 equipment or any part thereof is used by the State before final acceptance, the  
1019 Contractor is not relieved of its responsibility to protect and preserve all the work  
1020 until final acceptance.

1021

1022 **108.16 Contractor’s Responsibility for Work; Risk of Loss or Damage.**  
1023 Until the written notice of final acceptance has been received, the Contractor  
1024 shall take every precaution against loss or damage to any part of the work by the  
1025 action of the elements or from any other cause whatsoever, whether arising from  
1026 the performance or from the non-performance of the work. The Contractor  
1027 shall rebuild, repair, restore and make good all loss or damage to any portion of  
1028 the work resulting from any cause before its receipt of the written notice of final  
1029 acceptance and shall bear the risk and expense thereof.

1030

1031 The risk of loss or damage to the work from any hazard or occurrence that  
1032 may or may not be covered by a builder’s risk policy is that of the Contractor and  
1033 Surety, unless such risk of loss is placed elsewhere by express language in the  
1034 contract documents.

1035

1036 **108.17 Guarantee of Work.**

1037

1038 **(1)** Regardless of, and in addition to, any manufacturers’ warranties,  
1039 all work and equipment shall be guaranteed by the Contractor against  
1040 defects in materials, equipment or workmanship for one year from the  
1041 date of final acceptance or as otherwise specified in the contract  
1042 documents.

1043

1044 **(2)** When the Engineer determines that repairs or replacements of any  
1045 guaranteed work and equipment is necessary due to materials,  
1046 equipment, or workmanship which are inferior, defective, or not in  
1047 accordance with the terms of the contract, the Contractor shall, at no  
1048 increase in contract price or contract time, and within five working days of  
1049 receipt of written notice from the State, commence to all of the following:

1050

1051 (a) Correct all noted defects and make replacements, as  
1052 directed by the Engineer, in the equipment and work.

1053  
1054 (b) Repair or replace to new or pre-existing condition any  
1055 damages resulting from such defective materials, equipment or  
1056 installation thereof.

1057  
1058 (3) The State will be entitled to the benefit of all manufacturers and  
1059 installers warranties that extend beyond the terms of the Contractor's  
1060 guaranty regardless of whether or not such extended warranty is required  
1061 by the contract documents. The Contractor shall prepare and submit all  
1062 documents required by the providers of such warranties to make them  
1063 effective, and submit copies of such documents to the Engineer. If an  
1064 available extended warranty cannot be transferred or assigned to the  
1065 State as the ultimate user, the Contractor shall notify the Engineer who  
1066 may direct that the warranted items be acquired in the name of the State  
1067 as purchaser.

1068  
1069 (4) If a defect is discovered during a guarantee period, all repairs and  
1070 corrections to the defective items when corrected shall be guaranteed for  
1071 a new duration equal to the original full guarantee period. The running  
1072 of the guarantee period shall be suspended for all other work affected by  
1073 any defect. The guarantee period for all other work affected by any such  
1074 defect shall restart for its remaining duration upon confirmation by the  
1075 Engineer that the deficiencies have been repaired or remedied.

1076  
1077 (5) Nothing in this section is intended to limit or affect the State's rights  
1078 and remedies arising from the discovery of latent defects in the work after  
1079 the expiration of any guarantee period.

1080  
1081 **108.18 No Waiver of Legal Rights.** The following will not operate or be  
1082 considered as a waiver of any portion of the contract, or any power herein  
1083 reserved, or any right to damages provided herein or by law:

1084  
1085 (1) Any payment for, or acceptance of, the whole or any part of the  
1086 work.

1087  
1088 (2) Any extension of time.

1089  
1090 (3) Any possession taken by the Engineer.

1091  
1092 A waiver of any notice requirement or of any noncompliance with the  
1093 contract will not be held to be a waiver of any other notice requirement or any  
1094 other noncompliance with the contract.

1095  
1096 **108.19 Final Settlement of Contract.**

1097

**108.19**

1098           **(A) Closing Requirements.** The contract will be considered settled  
1099 after the project acceptance date and when the following items have been  
1100 satisfactorily submitted, where applicable:

- 1101
- 1102           **(1)** All written guarantees required by the contract.
- 1103
- 1104           **(2)** Complete and certified weekly payrolls for the Contractor  
1105 and its subcontractor's.
- 1106
- 1107           **(3)** Certificate of plumbing and electrical inspection.
- 1108
- 1109           **(4)** Certificate of building occupancy.
- 1110
- 1111           **(5)** Certificate for soil treatment and wood treatment.
- 1112
- 1113           **(6)** Certificate of water system chlorination.
- 1114
- 1115           **(7)** Certificate of elevator inspection, boiler and pressure pipe  
1116 installation.
- 1117
- 1118           **(8)** Tax clearance.
- 1119
- 1120           **(9)** All other documents required by the Contract or by law.
- 1121

1122           **(B) Failure to Meet Closing Requirements.** The Contractor shall  
1123 meet the applicable closing requirements within 60 days from the date of  
1124 Project Acceptance or the agreed to Punchlist complete date. Should  
1125 the Contractor fail to comply with these requirements, the Engineer may  
1126 terminate the contract for cause.”

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**END OF SECTION 108**



47 “(3) A current “Certificate of Vendor Compliance” issued by the  
48 Hawaii Compliance Express (HCE). The Certificate of Vendor  
49 Compliance is used to certify the Contractor’s compliance with  
50

51 (a) Section 103D-328, HRS (for all contracts \$25,000 or  
52 more) which requires a current tax clearance certificate  
53 issued by the Hawaii State Department of Taxation and the  
54 Internal Revenue Service;  
55

56 (b) Chapters 383, 386, 392, and 393, HRS; and  
57

58 (c) Subsection 103D-310(c), HRS. The State reserves  
59 the right to verify that compliance is current prior to the  
60 issuance of final payment. Contractors are advised that non-  
61 compliance status will result in final payment being withheld  
62 until compliance is attained.  
63

64 Sums necessary to meet the claims of any governmental agencies  
65 may be withheld from the sums due the Contractor until said  
66 claims have been fully and completely discharged or otherwise  
67 satisfied.”  
68

69  
70  
71 **END OF SECTION 109**

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

3 **SECTION 110 - TRAFFIC MANAGEMENT CENTER**  
4

5 **110.01 Scope of Work.** The work shall consist of furnishing and installing  
6 a server based Traffic Management Center (TMC), including video detection  
7 systems, cellular communications, system monitors, and all necessary equipment,  
8 programming, and data to provide a fully functional system that meets the contract  
9 specifications.  
10

11 All work shall be performed in a professional manner in accordance with  
12 current practices and this document. All debris shall be removed daily at all  
13 locations. See Section 110.02 – Area of Coverage.  
14

15 The Contractor shall work as directed by the Highways Division’s Kauai  
16 District Project Engineer. The Contractor, as per Section 110.03 Safety and  
17 Convenience, shall provide traffic control.  
18

19 The Contractor shall possess a Specialty Contractor’s “C-13” license for the  
20 full term of the contract. Failure to meet this requirement shall be cause for  
21 disqualification.  
22

23 **110.02 Area of Coverage** - The project requires the Contractor to furnish all  
24 TMC equipment at all existing traffic signals. Work shall consist of installations at  
25 32 signalized intersections corresponding to five routes and Rice St. as shown on  
26 the attached map of the island of Kauai (Figure 1). Note: There are numerous  
27 side streets with or without route numbers along State highways where State  
28 Jurisdiction extends various distances into side streets. The 32 signalized  
29 intersections are:  
30

31  
32 **(A) Route 50:**  
33

34 **3-leg Intersections:**

- 35 1. @ Rice St./Kuhio Hwy. (Route 56) – MP 0.0
- 36 2. @ Nawiliwili Rd. (Route 58) - MP 0.65
- 37 3. @ Kalepa St. – MP 0.81
- 38 4. @ Moi Rd. – MP 16.80

39 **4-leg Intersections:**

- 40 5. @ Hokulei Village Ln. – MP 1.02
  - 41 6. @ Nuhou St. – MP 1.23
  - 42 7. @ Puhi Rd. – MP 1.75
  - 43 8. @ Koloa Rd. – MP 10.40
  - 44 9. @ Papalina Rd./Opu Rd. – MP 11.75
  - 45 10. @ Waialo Rd./Eleele Rd. – MP 15.92
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**(B) Route 56:**

**3-leg Intersections:**

- 11. @ Poinciana St. – MP 0.32
- 12. @ Ahukini Rd. (Route 570) – MP 0.42
- 13. @ Walmart Access Rd. – MP 0.61
- 14. @ Kapule Hwy. (Route 51) – MP 2.60
- 15. @ Kuamoo Rd. – MP 6.0
- 16. @ Haleilio Rd. – MP 6.29
- 17. @ Kapaa Shopping Center – MP 7.93

**4-leg Intersections:**

- 18. @ Ehiku St. – MP 0.50
- 19. @ Eha St. – MP 0.73
- 20. @ Laukona St. – MP 1.68
- 21. @ Hanamaulu Rd. – MP 2.04
- 22. @ Kamoia Rd. – MP 7.27
- 23. @ Kauai Village Shopping Center – MP 7.38
- 24. @ Kukui St./Olohena Rd. – MP 8.41

**(C) Route 51:**

**4-leg Intersections:**

- 25. @ Halau St./Haoa St. – MP 1.09
- 26. @ Kaana St. – MP 1.62
- 27. @ Ahukini Rd. (Route 570) – MP 1.94

**(D) Route 58:**

**4-leg Intersections:**

- 28. @ Pikake St. – MP 1.63
- 29. @ Haleko Rd. – MP 1.83

**(E) County of Kauai (Rice Street):**

**4-leg Intersections:**

- 30. @ Hardy St.
- 31. @ Umi St.
- 32. @ Hoolako St.

**110.03 Safety and Convenience** - The Contractor shall conduct his work to assure the least possible obstruction to public traffic. The safety and convenience of the 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



95 in a fair and polite manner. Workers shall present a professional appearance  
96 and conduct themselves in a professional manner.

97  
98 While conducting work within the HWY-K Baseyard, the Contractor shall  
99 have all persons wear appropriate personal protective equipment (PPE) such as  
100 masks and gloves for the duration of the stay. The Contractor shall confirm  
101 employees are asymptomatic prior to arriving to the HWY-K Baseyard for work.

102  
103 All Traffic control and safety measures shall be done in conformance with  
104 the “Administrative Rules of Hawaii Governing the Use of Traffic Control Devices  
105 at Work Sites on or Adjacent to Public Streets and Highways” adopted by the  
106 Director of Transportation, and the current U.S. Federal Highway Administration  
107 “Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways”,  
108 2009 Edition. Costs for traffic control shall include set-up and removal of all  
109 signs, cones, delineators, barricades, flag persons, police officers, arrow boards,  
110 etc., and shall be measured on contract lump sum basis. See Section 645 –  
111 Work Zone Traffic Control.

112  
113 All work which requires the closure of lanes shall be performed at night.  
114 Night work shall be done from 9:00 P.M. to 5:00 A.M. the following day. No night  
115 work is permitted from September 15 through December 15.

116  
117 The Contractor shall remove debris daily and shall leave the work site in a  
118 condition equal to or cleaner than prior to commencing work. The Contractor  
119 shall be responsible for all hauling and lawful disposal of debris. Any  
120 unauthorized or illegal disposal is grounds for termination of the contract.

121  
122 **110.04 Hours of Operation** - The Contractor shall be available to provide the  
123 specified services during normal working hours and complete the services within  
124 the period specified in the work order. Normal working days and hours for the  
125 project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for  
126 State holidays. Normal Working Hours for night works is defined as 9:00 P.M. to  
127 5:00 A.M. as specified under Section 110.04. Refer to Section 645 – Work Zone  
128 Traffic Control. All services requested after normal work hours shall be approved  
129 in advanced by the Engineer and may be charged in accordance with Subsection  
130 107.04 – Overtime and Night Work.

131  
132  
133 **END OF SECTION 110**

# LOCATION MAP

NOT TO SCALE

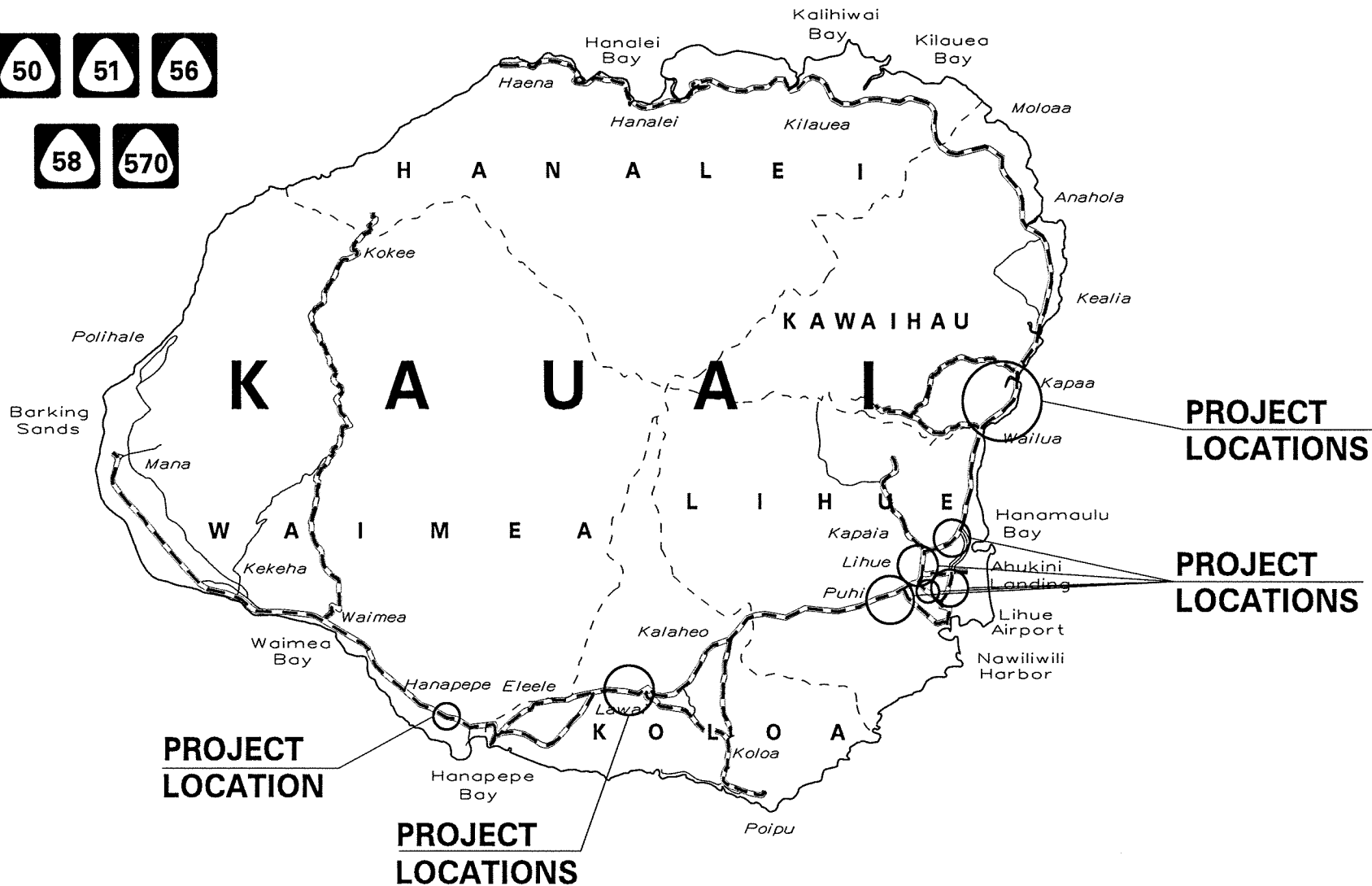


FIGURE 1  
HWY-K-03-18



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**(19) Video Detection System.** Install video detection systems to select signalized intersections as directed by the Engineer.”

**(VI)** Remove lines 453-465 in its entirety.

**(VII)** Amend **Subsection 623.03(G) Other Services** from line 493 to line 494 to read as follows:

“(1) The contractor shall perform the following upon submittal of a work plan and approval by the Engineer:”

**(VIII)** Remove line 505 in its entirety.

**(IX)** Amend **Subsection 623.03(G) Other Services** from line 507 to line 508 to read as follows:

“(2) Upon approval of the Engineer, the Contractor shall perform the following:”

**(X)** Amend **Subsection 623.04 Measurement** from line 578 to line 579 to read as follows:

“**623.04 Measurement.** The TMC system and SPM software will be paid per Lump Sum. Other traffic signal system items will be paid per each in accordance with the contract documents.”

**(XI)** Amend **Subsection 623.05 Payment** from line 581 to line 590 to read as follows:

“**623.05 Payment.** The Engineer will pay for accepted items listed below 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.

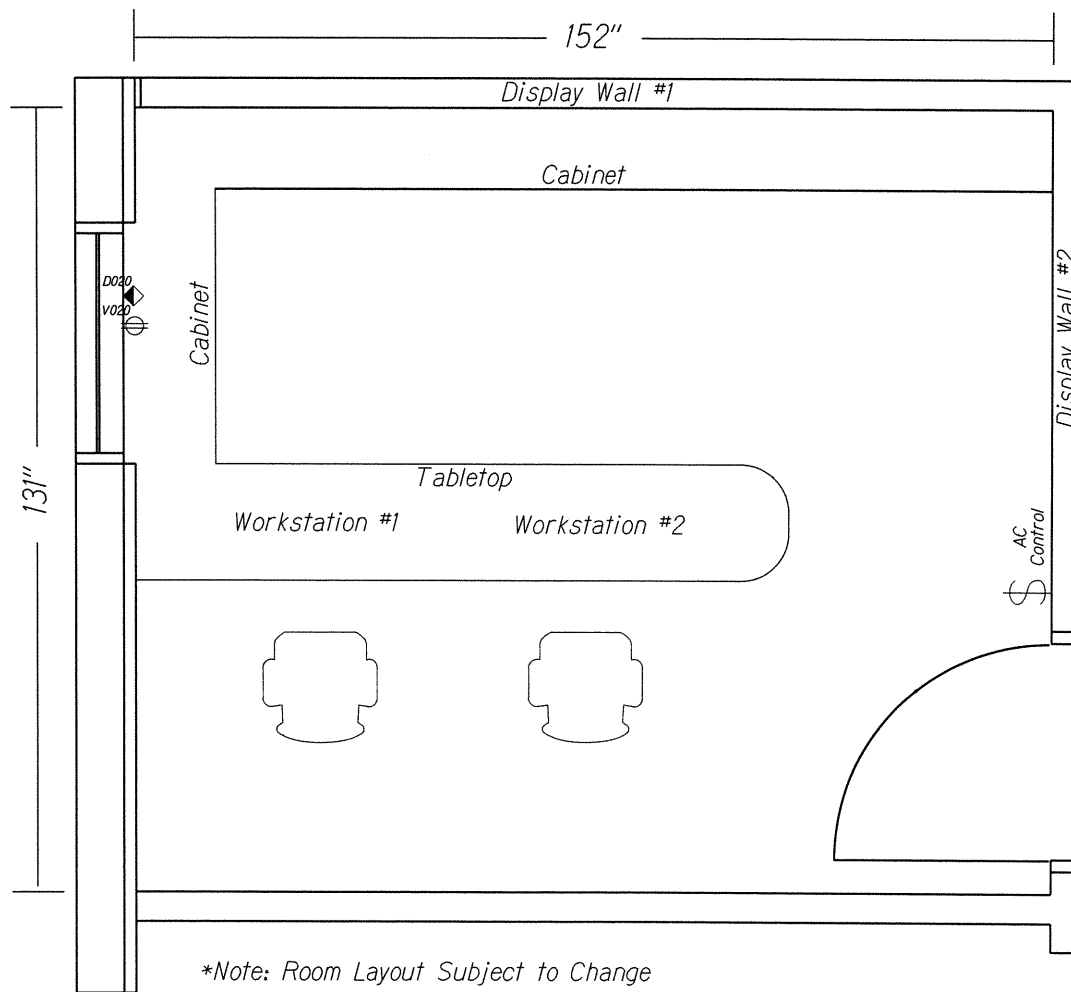
The Engineer will pay for each of the following pay items when included in the proposal schedule:

<b>Pay Item</b>	<b>Pay Unit</b>
<b>(A)</b> Traffic Management Center (TMC)	Lump Sum
<b>(B)</b> Signal Performance Measures (SPM)	Lump Sum

89	(C) Cellular Communication	Each
90		
91	(D) Conflict Monitor Unit (CMU)	Each
92		
93	(E) Video Detection System – 3-Leg Intersection	Each
94		
95	(F) Video Detection System – 4-Leg Intersection	Each”
96		
97		
98		
99	<b>END OF SECTION 623</b>	

# Traffic Management Center (TMC)

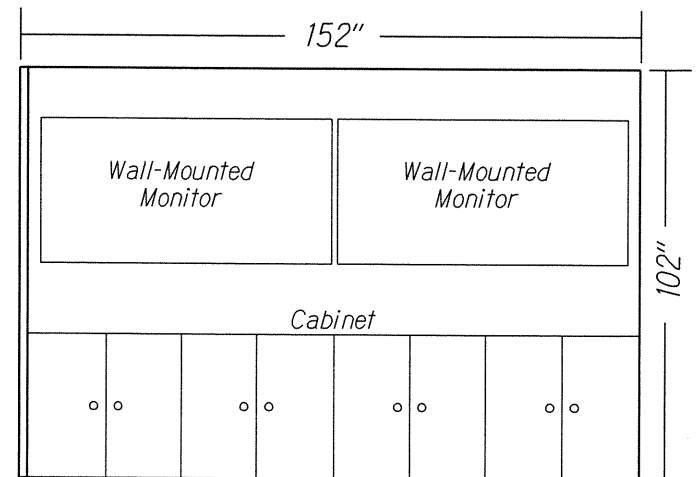
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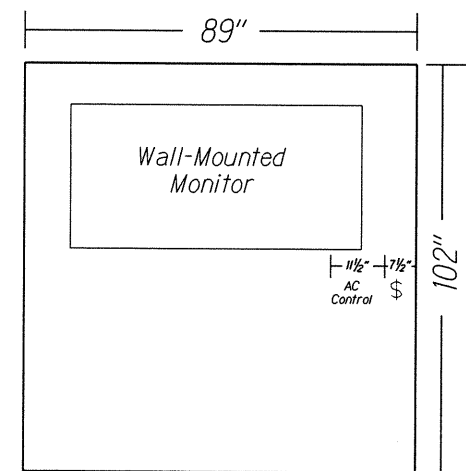
\*Note: Room Layout Subject to Change  
Upon Approval by the Engineer.

**Legend:**

- ⊕ Receptable, Duplex, Wall Mounted
- ◀ Tel/Data Outlet, Wall Mounted
- \$ Switch, Flush Tumbler, Wall Mounted



Display Wall #1



Display Wall #2

HWY-K-03-18  
Figure 2

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

2  
3    Make the following amendments to said Section:

4  
5    **(I)**     Amend **Subsection 645.03 Construction** by adding this paragraph after line  
6    170 to read as follows:

7  
8           **“(1) Covers.** Use sign covers when existing signs confuse the public or  
9           are in conflict with TCP signs installed. Sign covers shall be commercially  
10          manufactured and accepted by the Engineer before use. Sign covers shall at  
11          all times and under all conditions not allow any portion of the sign being  
12          covered to be visible. If more than one side of the sign has words or symbols  
13          cover all sides of the sign until needed. “Homemade” or “field made” covers  
14          shall not be used. Covering of sign identification markings are not required if  
15          that is the only markings on that side of the sign. Sign covers shall be  
16          maintained.

17  
18                   Removal of the existing sign in lieu of the use of sign covers may be  
19                   acceptable to the Engineer provided the previously removed existing sign is  
20                   immediately reinstalled when directed. Removal of existing post(s) and  
21                   mounting hardware is required if not used to mount the new TCP sign. New  
22                   mounting hardware shall be used to mount the TCP signs if the existing  
23                   hardware is in an unacceptable condition in the opinion of the Engineer. In  
24                   addition, should the sign or post during storage, in the opinion of the  
25                   Engineer, become unacceptable or lost or stolen the Contractor shall replace  
26                   the sign or post with a new sign or post. Use new hardware to reinstall the  
27                   sign regardless whether it is an existing sign or new.”

28  
29    **(II)**     Amend **Subsection 645.03 (F) Lane Closures** Line 253 by changing "Oahu"  
30    to Kauai".

31  
32    **(III)**    Amend **Subsection 645.03(H) Advertisement** from line 391 to line 392 to  
33    read as follows:

34  
35           “Place advertisement for three consecutive days and within one week before  
36           traffic pattern changes, in publication as ordered by the Engineer. In lieu of the  
37           advertisement(s), the Engineer may substitute the use of two portable changeable  
38           message boards and accessories at no additional cost for three days for each  
39           required advertisement.”

40  
41    **(IV)**    Amend **Subsection 645.04 - Measurement** from line 394 to line 403 to read  
42    as follows:

43  
44    **“645.04        Measurement.**

45  
46           **(A)**    Traffic control as specified in Subsection 645.03 – Construction  
47    including sign covers and the initial advertisement(s) will be measured on contract

48 lump sum basis. Measurement for payment will not apply.

49

50 (B) The Engineer will measure additional police officers, additional traffic  
51 control devices, and additional advertisements, if ordered by the Engineer, on a  
52 force account basis, in accordance with Subsection 109.06 – Force Account  
53 Provisions and Compensation.’

54

55 (V) Amend **Subsection 645.05 - Payment** from lines 405 to 428 to read:

56

57 **“645.05 Payment.** The Engineer will pay for the accepted traffic control,  
58 additional police officers, and additional traffic control devices, and additional  
59 advertisements at the contract price per pay unit, as shown in the proposal  
60 schedule. Payment will be full compensation for the work prescribed in this section  
61 and the contract documents.

62

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

65

Pay Item	Pay Unit
Traffic Control	Lump Sum
Additional Police Officers, Additional Traffic Control Devices, and Additional Advertisements	Force Account

67

68  
69  
70 An estimated amount for the force account may be allocated in the proposal  
71 schedule under “Additional Police Officers, Additional Traffic Control Devices, and  
72 Additional Advertisements”, but the actual amount to be paid will be the sum shown  
73 on the accepted force account records, whether this sum be more or less than the  
74 estimated amount allocated in the proposal schedule.

75

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

79

80

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85

**END OF SECTION 645**



1 Make the following Section a part of the Standard Specifications:  
2

3 **“SECTION 671 – PROTECTION OF SEABIRDS**  
4

5 **671.01 Description.** The project site is located in a known flight corridor for  
6 the threatened Newell’s shearwater (*Puffinus auricularis newelli*), Band-Rumped  
7 Storm-Petrel (*Oceanodroma castro*) and the endangered Hawaiian petrel  
8 (*Pterodroma phaeopygia sandwichensis*), hereinafter referred to as seabirds.  
9 There is a high rate of Newell’s shearwater fallout in the area. Additional or  
10 increased lighting exacerbates the problem of Newell’s shearwater fallout.  
11

12 Fallout shall be defined as the occurrence of seabirds being harmed, injured  
13 or killed and falling to the ground due to: 1) collision with structures such as wires,  
14 poles, or other objects; 2) light attraction and the resulting collision with structure  
15 associated with or near the light source; or, 3) the exhaustion from circling the light  
16 source.  
17

18 **671.02 Materials.** None.  
19

20 **671.03 Construction.**  
21

22 **(A) Preconstruction Requirements.** Comply to the following  
23 conditions:  
24

25 **(1)** Before beginning any work at the worksite, the Contractor  
26 shall:  
27

28 **(a)** Collect information regarding the protection of seabirds  
29 and seabird fallout.  
30

31 **(b)** Submit to the Engineer for acceptance a protection of  
32 seabirds training plan including a detailed description of  
33 information and materials the Contractor intends to use in the  
34 training classes. The training plan shall be submitted to the  
35 Engineer for acceptance at least 15 calendar days in advance  
36 of the class. If the Engineer rejects the training plan, the  
37 Contractor shall revise and promptly propose another training  
38 plan.  
39

40 **(c)** Disseminate information regarding the protection of  
41 seabirds and seabird fallout by conducting training classes for  
42 all employees, subcontractors, suppliers and other personnel  
43 working on the project, including HDOT personnel, on such  
44 topics as the Save Our Shearwater program, proper use of  
45 temporary lighting, procedures to store and report downed  
46 seabirds, and the consequences of non-compliance with the  
47 laws regarding threatened and endangered seabirds. The  
48 Engineer may request for additional topics related to seabirds  
49 to be included in the training classes.  
50

51 Training classes shall be taught by authorized  
52 representatives of the U.S. Fish and Wildlife Service, the  
53 Department of Land and Natural Resources, the Save Our  
54 Shearwater program or other qualified personnel accepted by  
55 the Engineer.  
56

57 (d) Furnish the Engineer with evidence that the Contractor  
58 has held training classes, including the dates of the classes,  
59 identify who conducted the training, and the content and  
60 nature of the training.  
61

62 **(B) Construction Requirements.**  
63

64 (1) As directed by the Engineer, the Contractor shall conduct  
65 additional training classes during the project to update all employees,  
66 subcontractors, suppliers, HDOT personnel and other personnel on  
67 new and/or updated information regarding the protection of seabirds  
68 and seabird fallout.  
69

70 (2) All temporary lights used for night work (between sunset and  
71 sunrise) shall be downward-facing and shielded. Temporary lights  
72 shall include but are not limited to flood lights, light towers, lights for  
73 construction equipment and other lights as determined by the  
74 Engineer. All traffic control devices, including warning lights, arrow  
75 boards, portable changeable message signs and other lighting  
76 device as determined by the Engineer shall be shielded.  
77

78 (3) Night work and the use of all temporary lights shall cease  
79 during the peak fallout period from September 15 through December  
80 15.  
81

82 (4) The Contractor shall furnish and maintain a small  
83 (approximately 10" x 12" x 19"), portable cat kennel on site to  
84 temporarily hold a downed seabird. The Contractor shall obtain  
85 acceptance of the cat kennel from the Engineer prior to use. Line  
86 floor of the kennel with a cloth or towel.  
87

88 If a downed seabird is found, dead or alive, the Contractor shall  
89 contact the Save Our Shearwater program at 808-632-0610,  
90 Extension 109 and direct line 808-635-5117 as soon as possible. If  
91 no answer, leave a detailed message with your name and contact  
92 phone number. Do not move a carcass unless it presents a safety  
93 issue. If the downed seabird is alive, the Contractor shall:  
94

95 (a) Pick up the seabird from behind as soon as possible  
96 using a clean towel, t-shirt or cloth by gently wrapping it  
97 around its back and wings. The cloth should cover the head  
98 to minimize the bird's stress response.  
99

100 Place the seabird in the cat kennel and contact the Save Our  
101 Shearwater program at 808-632-0610 Extension 109 and

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direct line 808-635-5117 for further instructions on where to deliver the seabird.

**(b)** Deliver the seabird to the location determined by the coordinator of the Save Our Shearwater program and as directed by the Engineer. County Fire Department stations may supply cubbyholes to accept downed seabirds.

**(c)** Keep the seabird in a cool, quiet location and out of direct sunlight with adequate ventilation.

The Contractor shall not feed, provide water, handle or release the seabird.

**(5)** The Contractor shall maintain records of all downed seabirds for the duration of the project. The records shall include the date, time, location and condition (dead or alive) the seabird was found and delivered. Submit a copy of the records to the Engineer after finding each and every downed seabird.

**671.04 Measurement.** The Engineer will measure the work required for the protection of seabirds 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 seabirds 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:

<b>Pay Item</b>	<b>Pay Unit</b>
Protection of Seabirds	Force Account

An estimated amount may be allocated in the proposal schedule under “Protection of Seabirds”, 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**





- 42 (1) Include all necessary components to optimize the full  
43 operation of the Centrac software. All wiring for the TMC  
44 shall be concealed as best as possible.
- 45
- 46 (2) The Traffic Management Center (TMC) shall consist of:
- 47 a. One (1) core server
- 48 1. The core server located at the Kauai  
49 Baseyard Traffic Signal Technician office shall be  
50 relocated to the HWY-K server room.
- 51 b. One (1) database server
- 52 1. The database server shall be installed in the  
53 HWY-K server room.
- 54 c. Two (2) workstations
- 55 d. One (1) mobile workstation
- 56 e. Three (3) wireless routers
- 57 1. One (1) wireless router shall be installed in the  
58 main Traffic Management Center (TMC) room.
- 59 2. One (1) wireless router shall be installed in the  
60 District Engineer office room.
- 61 3. One (1) wireless router shall be installed in the  
62 Traffic Signal Technician office room.
- 63 4. Wireless routers shall include all necessary  
64 hardware and configuration for communications  
65 with the TMC.
- 66 f. Four (4) wall-mounted monitors
- 67 1. Three (3) monitors shall be installed in the main  
68 Traffic Management Center (TMC) room.
- 69 i. Monitors shall include all necessary  
70 mounting hardware and be sized to  
71 optimize the length of the display wall  
72 shown in Figure 2 upon approval by the  
73 Engineer.
- 74 ii. Wiring
- 75 2. One (1) monitor shall be installed in the  
76 District Engineer office room.
- 77 i. Monitor shall include all necessary  
78 mounting hardware and be sized at a  
79 minimum of 75" upon approval by the  
80 Engineer.

81 **770.02 Signal Performance Measures (SPM)**

82  
83 **(A) The Signal Performance Measure (SPM) shall;**

- 84  
85 **(1)** Be a cloud-based traffic, web-hosted data collection and  
86 analytics software.  
87  
88 **(2)** Provide the means to compare various performance metrics over  
89 user definable date ranges providing tabular comparison results  
90 with indications of improvement or degradation of the  
91 performance scores.  
92  
93 **(3)** Collect and analyze “High-Resolution” data which shall be  
94 gathered from traffic controllers  
95  
96 **(4)** Be compatible with existing Cobalt controllers and Centrac  
97 software.  
98  
99 **(5)** Provide all services and software necessary for retrieving  
100 high-resolution controller data. The “On-Premise” data  
101 collection service shall push the data to the cloud host for  
102 storage and processing.  
103  
104 **(6)** Collect controller level high-resolution data via FTP or other  
105 protocols from the controllers, or through SQL data queries  
106 to a Centrac database licensed to store high-resolution  
107 data.  
108  
109 **(7)** Have communication of high-resolution data to the cloud  
110 host be performed via a “push” the cloud host from the On-  
111 premise data service. The On-premise data service shall not  
112 require an inbound port for these communications.

113  
114  
115 **(9) User Management**

- 116  
117 a. The system shall support authentication of individual  
118 users via user names and passwords.  
119  
120 b. The system shall not limit the number of user  
121 accounts that can be created to allow and grant  
122 access.  
123  
124 c. The system shall employ https to ensure user login  
125 names and passwords are encrypted prior to  
126 transmitting them over the internet.  
127  
128

129

130

**(10) General Display Features**

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- a. The user web interface shall consist of a front-page dashboard providing an overview of general traffic system health.
- b. The system shall be capable of showing locations for degraded signal performance as a 'Heat Map'.
- c. Dashboard views shall include an indication of overall system health or performance.
- d. The dashboard shall provide a list of signals with possible performance concerns.

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**(11) Map Display**

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- a. The system shall incorporate a map view.
- b. The map shall provide heat-map views that highlight problem areas.
- c. The map shall allow a user to zoom and pan to identify specific intersections in more detail.
- d. The user shall be able to click on an intersection to drill down to access a variety of SPM charts relating to the intersection.
- e. The map shall include a control to be enable/disable the following layers: heat map, travel times, incidents, individual signal status icons and counting stations.

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- (12)** Be able to compare specific SPM metrics between two date ranges.

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**(13) Detector Diagnostic Analysis**

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- a. The system shall be capable of providing a separate list of intersections with degraded detector performance.
- b. The system shall apply statistical data science in analyzing detector performance in order to identify



173 detectors that may not be fully operational.

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175 **(14) Arrivals on Green**

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177 a. The system shall track and report metrics relating to the  
178 volumes of traffic arriving at an intersection during the  
179 green interval.  
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181 b. The system shall provide an Arrival on Green chart,  
182 which graphs the volume (vehicles per hour), volume of  
183 vehicles arriving at the intersection on green and the  
184 percent of vehicles arriving on green for each cycle  
185 during a 1-day/24-hour period.  
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187 c. The system shall provide the Arrivals on Green chart for  
188 each phase of a signal that meets detection  
189 requirements.  
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191 **(15) Pedestrian Events**

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193 a. The system shall track and report metrics relating to  
194 pedestrian activity at each intersection.  
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196 b. The system shall provide a Pedestrian Delays chart,  
197 which graphs cycles during the day that experiences a  
198 pedestrian actuation on a phase. The chart will indicate  
199 the time during the day when the event took place and  
200 the amount of delay introduced by the pedestrian  
201 actuation.  
202  
203 c. The system shall provide the Pedestrian Delays chart  
204 for individual approaches of a signal or as a combined  
205 report for all approaches of a signal.  
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207 **(16) Power Failures**

- 208  
209 a. The system shall track and report metrics relating to  
210 power failures.  
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212 b. The system shall highlight individual intersections and  
213 corridors that have experienced power failures over a  
214 user specified date  
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216 **(17) Preemption Events**

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218 a. The system shall track and report metrics relating to  
219 preemption.

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- b. The system shall provide a table, which indicates each preemption event, the start time, and duration and cause of transition for a selected intersection.
- c. The system shall provide preemption information on a corridor level and signal level indicating the total amount of time spent in preemption, average preemption duration, total number of preemption requests and total number of preemptions serviced.

**(18) Incident Reports**

- a. The system shall display a list of incidents that have been detected. It shall categorize these incidents by type (congestion, construction, etc.) and include the number of incidents of each type.
- b. The system shall represent incidents on the map via an icon. The icon shall identify the type of incident
- c. If the cursor is positioned over an incident icon, details of that incident shall be displayed in a tool tip.
- d. The system shall also display the location of individual incidents in reverse chronological order (newest first). Clicking on an incident shall display the location of the incident on the map as well as the details of the incident such as type, length, priority and delay caused by the incident (if available).
- e. Incident data shall be obtained from Microsoft Azure Maps Services Traffic API.

**(19) Embedded Travel Time**

- a. The system shall include a package to utilize GPS for measuring travel time.
- b. The system map shall display travel time information where available. Roadway links shall be color-coded to indicate whether travel times are normal, slower or much slower.
- c. Travel time data shall be obtained from Microsoft Azure Maps Services Route API

**(20) Purdue Coordination Diagram (PCD) Report**

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- a. The system shall provide a PCD, which graphs the volume (vehicles per hour), start of green, start of yellow, and start of red along with predicted vehicle arrivals based on detector actuations during each cycle throughout a day.
- b. The system shall provide the PCD chart for each coordinated phase of a signal that meets detection requirements.

**(21) ROR<sub>5</sub>/GOR**

- a. The system shall provide an ROR<sub>5</sub>/GOR chart, which can be used to identify split failures when the ROR and GOR are both above 85% during the phase of a cycle. This scatter diagram shall cover all cycles for a phase during 1-day/24-hour period.
- b. The system shall provide the ROR<sub>5</sub>/GOR chart for each phase of a signal that meets detection requirements.

**(22) Split Failures**

- a. The system shall track and report metrics relating to split failures.
- b. The system shall provide a Split Failures Report for each phase, which plots by percentages the ROR and GOR phase terminations for each cycle during a day.
- c. The system shall provide the Split Failures Report for each phase of a signal that meets detection requirements.

**(23) Split Monitor Report**

- a. The system shall provide a Split Monitor chart, which, for each phase, plots by phase duration the phase termination reason for each cycle during the day. Reasons include Gap Out, Max Out, Force Off, Pedestrian call, and Unknown.
- b. The system shall provide the Split Monitor chart for each phase of a signal that meets detection requirements.

**(24) Transitions**

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- a. The system shall provide a table, which indicates each transition event, the start time, duration and cause of transition for a selected signal.
  - b. The system shall provide transition information on a corridor level and signal level indicating the total amount of time spent in transition, average transition durations for Add, Subtract, Dwell, and combined transition types.
  - c. The system shall provide a signal level view of transitions allowing a user to investigate individual transition events.
  - d. For transitions due to pattern change, the report will also indicate the new pattern causing the transition.
  - e. For transitions due to Pedestrian events, the report will also indicate the phase for which the pedestrian transition was generated.

336 **(25) Vehicle Delays**

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- a. The system shall provide a vehicle delay chart, which, for each phase graphs the combined amount of time, in seconds for all detected vehicles over all cycles throughout the day.
  - b. This report shall include the average delay per vehicle and the total amount of day for the entire day.
  - c. The system shall provide the Vehicle Delay report for each phase of a signal that meets detection requirements.

350 **(26) Volume/Capacity Ratio Report**

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- a. The system shall provide a Volume/Capacity Ratio chart, which graphs the volume (vehicles per hour) against the theoretical capacity of the approach. Values are plotted for each cycle during a 1-day/24-hour period.
  - b. The system shall provide the Volume/Capacity Ratio chart for each phase of a signal that meets detection requirements.

361 **(27) Volumes**

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- a. The system shall report metrics relating to vehicle

delays at the system, corridor and intersection levels.

**(28) Service and Support**

**a. Service**

1. SPM software shall be subscription-based with a service period of five (5) years.

**b. Support**

1. Training shall be available in application design, operation, and setup of the SPM software.

**770.03 Cellular Communications**

**(A) Cellular Router shall;**

- (1) Include all hardware, antennae, and other components necessary to ensure communication between the controller and the TMC.
- (2) Include a priority network service subscription from a cellular provider for a period of twenty-four (24) months. Cellular provider shall manage and service the router for the duration of the subscription period.

**770.04 Conflict Monitoring Unit (CMU)**

**(A) Conflict Monitoring Unit shall be;**

- (1) An Eberle Design Inc. (EDI) model 2010ECL Signal Monitor equal or better.
- (2) Meets all requirements of the CalTrans "TSCE Specifications 1/89".

**770.05 Video Detection System**

This specification sets forth the minimum requirements for a video detection system that detects vehicles, bicycles, and motorcycles on a roadway by processing video images and that provides vehicle presence, traffic flow data, event alarms, and full-motion video for real-time traffic control and management systems.

**(A) System Hardware**

404 The video detection system shall be comprised of two major hardware  
405 components: a video sensor and a communications interface panel. An  
406 optional wired input/output card shall be available for certain cabinet types.

407 **(1) Video Sensor**

408 The video detection system shall include a video sensor that  
409 integrates a high-definition (HD) camera with an embedded processor  
410 for analyzing the video and performing detection.

411 **a. Camera and Processor**

- 412 1. The camera shall be a color CMOS imaging array.
- 413 2. The camera shall have HD resolution of at least 720p  
414 (1280x720 pixels).
- 415 3. The camera shall include a minimum 10X optical zoom.
- 416 4. It shall be possible to zoom the lens as required to  
417 satisfy across-the-intersection detection objectives,  
418 including stop line and advance detection.
- 419 5. It shall be possible to zoom the lens remotely from the  
420 TMC for temporary traffic surveillance operations or to  
421 inspect the cleanliness of the faceplate.
- 422 6. The camera shall have direct, real-time iris and shutter  
423 speed control by the integrated processor.
- 424 7. The processor shall support H.264 video compression  
425 for streaming output.

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427 **b. Video Sensor Enclosure Assembly**

- 428 1. The camera and processor shall be housed in a sealed  
429 IP-67 enclosure.
- 430 2. The faceplate of the enclosure shall be glass and shall  
431 have hydrophilic coating on the exterior surface to  
432 reduce debris accumulation and maintenance.
- 433 3. The faceplate shall have a thermostatically-controlled  
434 indium tin oxide (ITO) heater applied directly on the  
435 interior surface to keep the faceplate clear of  
436 condensation.
- 437 4. An adjustable aluminum visor shall shield the faceplate  
438 from the sun and extraneous light sources.
- 439 5. An integral aiming sight shall assist in aiming the  
440 camera for the detection objectives.
- 441 6. A removable rear cap and cable strain relief shall seal  
442 the power connection.

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7. The rear cap shall be tethered to the enclosure to avoid dropping the cap during installation.
  8. The rear cap shall be fastened to the body of the video sensor with a single, captive bolt.
  9. The rear cap and enclosure shall include Gore breathers to equalize internal and external pressure.
  10. The sensor shall be self-supporting on manufacturer's mounting brackets for easier fastening during installation.
  11. It shall be possible to rotate the field-of-view 360° without changing the angle of the visor.

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**c. Power and Communications**

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1. Power and communications for the video sensor shall be carried over a single three-conductor cable.
  2. Termination of the three-conductor cable shall be inside the rear cap of the enclosure on a three-position, removable Phoenix terminal block. Each conductor shall be attached to the Phoenix plug via a screw connection.
  3. The video sensor shall operate normally over an input voltage range of 89 to 265 VAC at 50 or 60 Hz.
  4. Power consumption shall be no more than 16 watts typical.
  5. No supplemental surge suppression shall be required outside the cabinet.
  6. All communications to the video sensor shall be broadband-over-power via the same three-conductor cable that powers the unit. Coaxial cable shall not be required.

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**(2) Communications Interface Panel**

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The video detection system shall include an interface panel in the traffic cabinet that manages communications between the video sensors, the traffic management center (TMC), a maintenance technician, and the traffic cabinet itself.

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**a. Video Sensor Connection**

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1. The communications interface panel shall provide connection points for four video sensors.
    - i. Each sensor connection shall be a 3-pole terminal block, which supplies power and

- 482 broadband-over-power communications to the  
483 sensor.
- 484 ii. The broadband-over-power communications  
485 shall provide a throughput of 70 to 90 Mbps.
  - 486 iii. The broadband-over-power connection shall  
487 support at least 1,000 feet of cabling to the  
488 video sensor.
  - 489 iv. Each video sensor connection shall include a  
490 power switch.
  - 491 v. There shall be an LED for each video sensor  
492 to indicate the state of the power to the sensor  
493 and an LED for each video sensor to indicate  
494 the status of communications.
  - 495 vi. Each video sensor connection shall contain a  
496 resettable fuse.
  - 497 vii. Each video sensor connection shall provide  
498 high-energy transient protection.

499 **b. Traffic Management Center (TMC) Communications**

- 500 1. An Ethernet port shall be provided to connect to a  
501 remote Traffic Management Center (TMC).
  - 502 i. The TMC connection shall support  
503 10/100/1000 Mbps Ethernet communication.
  - 504 ii. A security protocol shall be set up to restrict  
505 communication to the main TMC and all  
506 components to prevent any unauthorized  
507 access.
  - 508 iii. The communications interface panel shall  
509 proxy all network requests that arrive on the  
510 TMC connection to avoid unwanted network  
511 traffic from reaching the broadband-over-  
512 power network between the communications  
513 interface panel and the video sensors.
  - 514 iv. All communications to the video detection  
515 system through the TMC connection shall be  
516 to a single IP address.

517 **c. Local User Communications**

- 518 1. A wired Ethernet port shall be provided to connect the  
519 technician at the cabinet to the video detection system  
520 for setup and maintenance purposes.



- 521 i. The maintenance port shall support  
522 10/100/1000 Mbps Ethernet communication.
- 523 ii. All communications to the video detection  
524 system through the maintenance port shall be  
525 to a single IP address.
- 526 iii. The maintenance port shall support DHCP to  
527 automatically assign an IP address to the  
528 user's computer, if desired.
- 529 2. An 802.11g Wi-Fi access point shall allow wireless  
530 connection to the video detection system at the cabinet  
531 for setup and maintenance purposes.
- 532 i. All communications to the video detection  
533 system through the Wi-Fi access point shall be  
534 to a single IP Address.
- 535 ii. The Wi-Fi access point shall support DHCP to  
536 automatically assign an IP Address to the  
537 user's computer.
- 538 iii. The Wi-Fi access point shall include a dipole,  
539 omnidirectional antenna.
- 540 iv. A momentary pushbutton shall allow the user  
541 to turn the Wi-Fi access point on or off.
- 542 v. The Wi-Fi access point shall turn itself off  
543 automatically after a period of inactivity from  
544 connected devices.
- 545 vi. An LED shall indicate when the Wi-Fi access  
546 point is enabled.
- 547 vii. The Wi-Fi access point shall operate  
548 simultaneously with the wired maintenance  
549 port and with the TMC connection.

550 **d. Traffic Controller Connection**

551 The communications interface panel shall provide one  
552 connection to communicate to the traffic controller through the  
553 cabinet.

- 554 1. The traffic controller connection shall support a TS2  
555 Type 1 compatible SDLC interface.
- 556 i. The traffic controller connector shall be a 15-  
557 pin female metal shell D sub-miniature type  
558 connector to support a standard NEMA TS2 or  
559 TEES SDLC cable.

- 560 ii. The traffic controller connection shall support a  
561 protocol interface to SDLC-capable traffic  
562 controllers (NEMA or TEES).
- 563 iii. The traffic controller connection shall support  
564 the NEMA TS2 SDLC protocol to include up to  
565 64 detector outputs and 32 inputs.
- 566 2. The traffic controller connection shall be able to connect  
567 to a wired input/output card, which supports wired I/O in  
568 cabinets without a SDLC-capable controller.
- 569 i. The wired I/O data communications link shall  
570 support at least 24 outputs and 16 inputs.
- 571 ii. It shall be possible to connect and use both  
572 SDLC communications and communication to  
573 the wired input/output card simultaneously.

574 **e. USB Ports**

- 575 1. The communications interface panel shall include two  
576 USB 2.0 ports.
- 577 i. If a communications interface panel fails to  
578 start and run due to a software or operating  
579 system failure, it shall be possible to reinstall  
580 all system and application software from a  
581 USB memory stick without necessitating  
582 removal of the communications interface panel  
583 from the cabinet.

584 **f. Power**

- 585 1. The communications interface panel shall accept input  
586 voltage in the range of 89-265 VAC, 50/60 Hz power  
587 from the transient-protected side of the cabinet.
- 588 2. The communications interface panel shall be protected  
589 by two slow blow fuses. Spares shall be attached to the  
590 panel.

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592 **(3) Wired Input/Output Card**

593 The video detection system shall support an optional wired  
594 input/output card that communicates with the communications  
595 interface panel for real-time detection states and other I/O to the traffic  
596 controller. The card may reside in a standard detector rack or shelf-  
597 mount enclosure with power module.

- 598 a. The optional wired input/output card shall comply with the  
599 form factor and electrical characteristics to plug directly into

- 600 a NEMA type C or D detector rack or Caltrans TEES Input  
601 File.
- 602 1. The card shall occupy two slots of the detector rack.
- 603 2. The card shall provide four detector outputs on its rear-  
604 edge connector.
- 605 3. A front connector shall provide communication to the  
606 communications interface panel.
- 607 4. A front connector shall allow 16 inputs and 24 contact-  
608 closure detector outputs for wiring into the cabinet.
- 609 i. A front panel LED for each of the 16 inputs  
610 and 24 outputs shall indicate the state of the  
611 input or output.
- 612 5. The wired input/output card shall support optional  
613 expansion cards in other slots. Each expansion card  
614 shall support 4 outputs to the back edge of the card.
- 615 6. The wired input/output card shall support optional  
616 harnesses for connection to Input Files or C1, C4, C11,  
617 and C12 ports to support Type 170 or Type 2070  
618 controllers.

619 **(B) System Software**

620 The video detection system shall include management software for  
621 configuration, monitoring and data collection purposes.

622 **(1) Management Software**

- 623 a. Management software shall be a Windows-based  
624 application.
- 625 1. The software shall be compatible with Windows 7 and  
626 Windows 10 operating systems.
- 627 2. The software shall communicate with the video  
628 detection system via Ethernet.
- 629 b. The management software shall automatically determine all  
630 video sensors and communications interface panels  
631 available on the local network and populate a list of all  
632 devices.
- 633 c. The management software shall provide the user a means  
634 to name individual video sensors and communications  
635 interface panels.
- 636 d. The management software shall provide a means for the  
637 user to zoom the camera optics while viewing a live video  
638 stream.

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- e. The management software shall provide a means for the user to calibrate distances in the field of view.
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- f. The management software shall provide the user a means to create 4-sided detection zones in the field of view using either a still snapshot or live video.
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1. The management software will overlay an outline of each detection zone over the background image.
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2. It shall be possible for the user to place detection zones anywhere in the field of view for stop line detection and/or advance detection.
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3. It shall be possible for the user to set the desired color of both the on and off states of the detection zone overlay.
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4. It shall be possible for the user to alter the size and shape of any previously created zone.
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5. It shall be possible for the user to overlap zones, either partially or fully.
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6. It shall be possible for the user to name each zone uniquely.
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7. It shall be possible for the user to assign each zone to detect vehicles, to detect bicycles, or to detect both, and to specify different outputs for each type.
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8. It shall be possible for the user to assign the same output to multiple zones such that the output will be on if any of the zones are detecting a vehicle or bicycle.
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9. It shall be possible for the user to assign a single zone to more than one output such that if a vehicle or bicycle is detected, all the assigned outputs shall be turned on.
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10. The management software shall be capable of creating at least 99 detection zones per video sensor.
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- g. It shall be possible for the management software to retrieve all configuration parameters from video sensors or communications interface panels.
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1. It shall be possible for the user to save all the settings for a video sensor or a communications interface panel to a laptop file.
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2. The management software shall provide a means to read or import all the settings from a previously saved configuration file for a video sensor or a communications interface panel.

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- h.** The management software shall be able to download a new version of the application software into a communications interface panel and its attached video sensors.
- i.** The management software shall provide a screen to monitor operation of a video sensor.

  1. The monitoring screen shall include a live video stream from the video sensor with at least HD 1280x720 pixel resolution.
  2. The monitoring screen shall show indications of detection in real time by changing the color of the detection zone.
  3. It shall be possible for the user to configure different indications for vehicle detections vs. bicycle detections when both are configured for the same zone.
  4. The monitoring screen shall include the following optional, configurable objects. It shall be possible for the user to size and position them anywhere on the screen and to change the color and size of text.

    - i. An indication of when an output is on or off, along with a user-configurable name for that indicator.
    - ii. The current time in the video sensor.
    - iii. A user-configurable title or name.
    - iv. The version number of the video sensor software.
  5. It shall be possible for the user to turn the overlay graphics on or off with a single setting.
- j.** The management software shall provide a screen to monitor operation of the intersection with a quad-view video stream from the communications interface panel.

  1. The quad-view video stream shall have a resolution of at least HD 1280x720 pixels, where each of the sensor videos comprising the quad-view shall be at least 640x360 pixels.
  2. It shall be possible for the user to configure the order that the sensor videos appear in the quad-view.
  3. The real-time quad-view video stream shall be capable of displaying the overlay graphics for all four sensors simultaneously.

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- k. While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to request a “snapshot” or single-frame image to save to a named file on a laptop.
  - l. While monitoring the video of a single video sensor or of the quad-view, it shall be possible for the user to record a period of the video to save to a named file on a laptop.

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**(C) System Functionality**

The video detection system shall provide the following features and functionality.

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**(1) Detection Performance**

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- a. The video detection system shall detect the presence of vehicles in defined zones and turn on the assigned output when the vehicle is present in the zone.

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- 1. Stop Line Detection

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- i. For detection zones placed at the stop line, the probability of not detecting the presence of a vehicle shall be 1% or less under all operating conditions when the video sensor is installed and configured properly.
  - ii. For detection zones placed at the stop line, the probability of falsely detecting a vehicle that is not present shall be 3% or less under all operating conditions when the video sensor is installed and configured properly.

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- 2. Advance Detection

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- i. It shall be possible to place advance detector zones such that the farthest point of the zone is up to 600 feet from the video sensor. Advance detector zone placement shall include 2-3 car lengths of field-of-view beyond the farthest point of the zone.

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- b. To ensure statistical significance for the above detection performance specifications, the data shall be collected over 24-hour time intervals (so as to avoid a single lighting condition) and will contain a minimum of one hundred (100) vehicles per lane. The calculations of detection performance will not include turning movements where

759 vehicles do not pass through the detectors, vehicle lane-  
760 change anomalies, or where they stop short or stop beyond  
761 the combined detection zones.

762 **(2) Failsafe Mode**

- 763 a. The video detection system shall provide a failsafe mode for  
764 each video sensor. If the failsafe mode is enabled, all  
765 programmed presence detection outputs for the video  
766 sensor shall be turned on, thus placing constant calls to the  
767 controller. When failsafe mode is disabled, all outputs  
768 revert to normal on/off operations.
- 769 b. The video sensor shall continuously monitor the overall  
770 contrast in the video. If the overall contrast falls below a  
771 preset level (such as caused by dirty faceplate, severe  
772 glare, or extreme fog on the faceplate), the sensor shall  
773 enable the failsafe mode. When sufficient contrast is  
774 restored in the video, the sensor will disable the failsafe  
775 mode.
- 776 c. The communications interface panel shall continuously  
777 monitor the connectivity status of the attached video  
778 sensors. If any video sensor goes offline due to either  
779 electrical failure or internal software failure, the  
780 communications interface panel shall enable the failsafe  
781 mode for that video sensor. If the video sensor comes back  
782 online, failsafe mode shall be disabled.

783 **(3) Data Collection**

- 784 a. The video detection system shall automatically collect and  
785 store traffic flow data in non-volatile memory for later  
786 retrieval and analysis. No additional hardware or software  
787 shall be necessary. The data shall include:
  - 788 1. Vehicle counts per phase.
  - 789 2. Vehicle average speeds.
- 790 b. All data shall be stored in a cloud-based storage  
791 indefinitely.
- 792 c. The management software shall be able to retrieve  
793 collected data for a specified period of time or for all  
794 currently stored data and save into a standard CSV file.

795 **(4) Operations Log**

- 796 a. The communications interface panel and each video sensor  
797 shall maintain a time-stamped operations log of routine and  
798 special events in non-volatile memory for later retrieval and  
799 analysis.

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**(5) Time Synchronization**

- a. The video detection system and management software shall provide three methods to synchronize the time of day clocks in the communication interface panel and the video sensors, as follows:
  - 1. Manual time synchronization operation by the user, which sets the time to the current time on the laptop where the management software is running.
  - 2. A configuration setting to allow the communications interface panel to automatically obtain time from the NEMA TS2 protocol on the SDLC channel and broadcast it to the video sensors.
  - 3. A configuration setting to allow the communications interface panel to automatically obtain time from up to five Network Time Protocol (NTP) sources and broadcast it to the video sensors.

**(6) Video Streaming**

In addition to the ability to view video streams in the management software, it shall be possible to view video from individual sensors or to view the quad-view from the communications interface panel using a third-party video player application on a tablet, smartphone or laptop computer.

**(D) Installation and Setup**

The video detection system hardware shall be designed for flexible, fast and easy installation and setup.

- (1)** It shall be possible to mount the video sensor on an intersection pole, mast arm, or luminaire arm.
- (2)** No special tools or extra equipment, other than a laptop for configuration, will be required.
- (3)** Once all hardware is installed, connected and functional, it shall be possible to configure the video detection system for a typical 4-approach, 8-phase intersection in 15 minutes or less.

**(E) Warranty, Service and Support**

The video detection system shall be provided with the following warranty, service and support options.

**(1) Warranty**



840 a. The manufacturer shall warrant the video detection system  
841 for a minimum of three (3) years. An option for up to six (6)  
842 years of warranty shall be available.

843 **(2) Service**

844 b. Ongoing software support by the manufacturer will include  
845 software updates of the video sensor, communications  
846 interface panel, and management software. These updates  
847 will be provided free of charge during the warranty period.  
848 The manufacturer will maintain a program for technical  
849 support and software updates following expiration of the  
850 warranty period. This program will be available to the  
851 contracting agency in the form of a separate agreement for  
852 continuing support.

853 **(3) Support**

854 a. A quick-start guide, installation guide, application notes, and  
855 other materials shall be available from the manufacturer to  
856 assist in product installation and setup for various  
857 applications. In addition, training online or in person shall  
858 be available.

859 b. Training shall be available in application design, operation,  
860 setup, and maintenance of the video detection system.

861 c. Manufacturer shall provide a tech support website and an  
862 800 number for technical support.

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**END OF SECTION 770**

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

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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]

### **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.
- 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]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [HAR §12-22-10]
  - the name and home address of each employee
  - 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
  - actual wages paid
  - date of payment
- Records shall be made available for inspection by the contracting agency, the Department of Labor and Industrial Relations, and any of its authorized representatives, who may also interview employees during working hours on the job. [§104-3(b), HRS]

## 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 and Trainees

- In order to be paid apprentice or trainee rates, apprentices and trainees must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the Department of Labor and Industrial Relations, Workforce Development Division, (808) 586-8877. [§12-22-6(1), HAR]
- The number of apprentices or trainees on any public work in relation to the number of journeymen in the same craft classification as the apprentices or trainees employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship or trainee standards registered with or recognized by the Department of Labor and Industrial Relations. 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(2), 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:
    - 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**.
  - **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]
- **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)]
  - 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)]
  - 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)]

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) 322-4808
Kauai .....	(808) 274-3351
Maui .....	(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: TRAFFIC MANAGEMENT CENTER  
ISLAND OF KAUAI**

**PROJECT NO.: HWY-K-03-18**

**COMPLETION TIME: 120 Working Days from date indicated in the  
Notice to Proceed**

**DESIGN PROJECT MANAGER:**

**NAME: Eric I. Fujikawa  
ADDRESS: 1720 Haleukana Street, Lihue, HI 96766  
PHONE NO.: (808) 241-3015  
EMAIL: eric.i.fujikawa@hawaii.gov  
FAX NO.: (808) 241-3011**

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

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

The undersigned bidder further agrees to the following:

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

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

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

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

\_\_\_\_\_ Surety Bid Bond (Use standard form),

\_\_\_\_\_ Cash,

\_\_\_\_\_ Cashier's Check,

\_\_\_\_\_ Certified Check, or

\_\_\_\_\_ (Fill in other acceptable security.)

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

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

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

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

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



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

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

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Bidder

By \_\_\_\_\_  
Authorized Signature

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Title

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Business Address

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Business Telephone

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Date

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Contact Person and Phone Number  
(If different from above.)

**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**

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**

It is understood that certain Hawaii Products may be acceptable for use in this project and that, pursuant to Sections 103D-1002, HRS, which provides preference for Hawaii Products, a bidder proposing to use such Hawaii products shall so designate in the schedule provided below.

If a bidder proposes to use Hawaii Products, the bidder must so designate in said schedule by entering the cost of such product in the appropriate space provided. Failure on the part of the bidder to designate the use of Hawaii products will automatically void any preference for that product.

Persons desiring to qualify product(s) not currently on the list, shall complete form SPO-38, *Certification for Hawaii Product Preference* in accordance with the Special Provisions of these specifications.

It is understood by the bidder that if the bidder elects to furnish qualified Hawaii Products, and is awarded the contract, then fails to use such products or meet the requirements of such preference, the bidder shall be subject to the statutory penalties, provided in Section 103D-1002, Hawaii Revised Statute, and such other remedies as may be available to the State.

**( ) Yes, I propose to use Hawaii Products and claim the Hawaii Products Preference. I have filled in the table on the following pages as applicable.**

### **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.

**DESIGNATION OF APPROVED HAWAII PRODUCTS\* TO BE USED**  
**\*CONSTRUCTION PRODUCTS AND SOIL AMENDMENTS/PRODUCTS**

Product Category	Product Subcategory as applicable	Manufacturer	Cost FOB Jobsite, Unloaded Including Applicable General Excise & Use Taxes (a)	10% (b)	Credit (a) x (b)
Aggregates – Basaltic Termite Barrier		Ameron International Corporation (Oahu)(Maui)	\$		\$
		Pohaku Pa’a dba HC&D LLC (Oahu)	\$		\$
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation (Oahu)(Maui)	\$		\$
		CTS Earthmoving, Inc. (Hawaii)	\$		\$
		Delta Construction Corporation (Oahu)	\$		\$
		Edwin Deluz Trucking & Gravel LLC (Hawaii)	\$		\$
		Goodfellow Bros, Inc. (All Islands)	\$		\$
		Grace Pacific (Oahu) (Hawaii) (Kauai)	\$		\$
		GW Construction (Hawaii)	\$		\$
		Hawaiian Cement (Oahu) (Maui)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Kauai Aggregates (Kauai)	\$		\$
		Pohaku Pa’a LLC dba HC&D LLC (Oahu) (Maui)	\$		\$
		Puna Rock Co., LTD. (Hawaii)	\$		\$
		Sanford’s Service Center, Inc. (Hawaii)	\$		\$
		Sphere, LLC (Oahu)	\$		\$
		Tileco, Inc. (Oahu) (Hawaii) (Maui) (Kauai)	\$		\$
		Tri-L Construction, Inc. (Molokai)	\$		\$
		West Hawaii Concrete (Hawaii)	\$		\$
Yamada and Sons, Inc. (Hawaii)	\$		\$		
Aggregates – Recycled Asphalt and Concrete		Glover Honsador (Kauai)	\$		\$
		Grace Pacific (Oahu)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Oahu)	\$		\$
		West Oahu Aggregate Co. Inc. (Oahu)	\$		\$

Asphalt and Paving Materials	Ala Imua LLC (Oahu)	\$	\$
	Black Maui Rose LLC (Maui)	\$	\$
	Black Plumeria LLC (Oahu)	\$	\$
	GP Roadway Solutions, Inc. (All Islands)	\$	\$
	Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)	\$	\$
	Halawa Asphalt LLC (Oahu)	\$	\$
	Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$	\$
	Maui Asphalt X-IV, LLC (Maui) (Molokai)	\$	\$
	Maui Paving LLC (Maui) (Molokai)	\$	\$
	Road and Highway Builders (Oahu)	\$	\$
	Walker-Moody Pavement Products & Equipment (All Islands)	\$	\$
	Yamada and Sons, Inc. dba YS Rock and Con-Agg of Hawaii (Hawaii)	\$	\$
	Cement and Concrete Products	Ameron International Corporation (Oahu) (Maui)	\$
BOMAT, Ltd. (All Islands)		\$	\$
Glover Honsador (Kauai)		\$	\$
Hawaiian Cement (Oahu)(Maui)		\$	\$
Island Ready Mix Concrete, Inc. (Oahu)		\$	\$
Jas. W. Glover, Ltd. (Hawaii)(Kauai)		\$	\$
Jensen Enterprises (All Islands)		\$	\$
Kiewit Infrastructure West Co. (Oahu)		\$	\$
Kohala Coast Concrete & Precast LLC (Hawaii)		\$	\$
Pohaku Pa'a LLC dba HC&D LLC (Oahu) (Maui)		\$	\$
Road and Highway Builders, LLC (Oahu)		\$	\$
Tri-L Construction, Inc. (Molokai)		\$	\$
O. Thronas, Inc. (Kauai)		\$	\$
Tileco, Inc. (Oahu)(Hawaii)(Maui)(Kauai)		\$	\$
West Hawaii Concrete (Hawaii)		\$	\$
Yamada and Sons, Inc. (Hawaii)		\$	\$

Precast Concrete Products		Aloha Precast, Inc. (All Islands)	\$	\$
		Ameron International Corporation (Oahu)	\$	\$
		GPRM Prestress LLC (All Islands)	\$	\$
		Hawaii Concrete Products, Inc. (Oahu)	\$	\$
		Hawaii Precast, Inc. (All Islands)	\$	\$
		Kohala Coast Concrete & Precast LLC (Hawaii)	\$	\$
		Ramtek Fabrication Co., Inc. (All Islands)	\$	\$
		Walker Industries, Ltd. (Oahu)(Hawaii)(Maui)(Kauai)	\$	\$
Environmental Sewage – Treatment Innovative System (ESIS)	Septic Tanks	Environmental Waste Management Systems, Inc. (Oahu)(Hawaii)(Maui)(Kauai)	\$	\$
		Ameron International Corporation (Oahu)	\$	\$
		Walker Industries, Ltd. (All Islands)	\$	\$
Hot Dip Galvanizing		Universal Associates, Inc. (Oahu)	\$	\$
Metal Roofing and Flashing – Preformed		HPM Building Supply (All Islands)	\$	\$
Pipes – Aluminum and Galvanized	Pipes – Misc.	Ameron International Corporation (Oahu)	\$	\$
Aluminum Floating Dock – Misc.		Bluewater Marine and Dock Specialties (All Islands)	\$	\$
		High Seas Welding LLC dba JS Marine (All Islands)	\$	\$
Signs – Traffic, Regulatory & Construction		GP Roadway Solutions, Inc. (All Islands)	\$	\$
		Safety Systems and Signs Hawaii, Inc. (All Islands)	\$	\$
Veneer		Big Rock Manufacturing (All Islands)	\$	\$

Soil Amendments, Mulch, Compost		Eko Systems Inc. (Oahu) (Maui) (Hawaii)(Kauai)	\$	\$
		Island Topsoil LLC (All Islands)		
		Kauai Nursery & Landscaping, Inc. (All Islands)	\$	\$
		Molokai Seed Co. (All Islands)	\$	\$
		Sanford's Service Center, Inc. (Hawaii)	\$	\$
Compost Filter		EnviroTech BioSolutions Hawaii, Inc. (All Islands)	\$	\$
		Certified Erosion Control Hawaii LLC (All Islands)	\$	\$
TOTAL			\$	\$

## PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
623.0100	Traffic Management Center (TMC)	LS	LS	LS	\$ _____
623.0200	Signal Performance Measures (SPM)	LS	LS	LS	\$ _____
623.0300	Cellular Communication	32	EA	\$ _____	\$ _____
623.0400	Conflict Monitor Unit (CMU)	32	EA	\$ _____	\$ _____
623.0500	Video Detection System – 3-leg Intersection	8	EA	\$ _____	\$ _____
623.0510	Video Detection System – 4-leg intersection	15	EA	\$ _____	\$ _____
645.0100	Traffic Control	LS	LS	LS	\$ _____
645.0200	Additional Police Officers, Additional Traffic Control Devices, and Additional Advertisements	FA	FA	FA	\$ <u>20,000.00</u>
671.1000	Protection of Seabirds	FA	FA	FA	\$ <u>10,000.00</u>
699.0100	Mobilization (Not to Exceed 6 percent of the Sum of All Items Excluding the Bid Price of this Item)	LS	LS	LS	\$ _____

SUM OF ALL ITEMS

\$ \_\_\_\_\_

NOTE: Bidders must complete all unit prices. Failure to do so may be grounds for rejection of bid.



1 **PROPOSAL SCHEDULE**

2

3           The bidder is directed to Subsection 105.16 — Subcontracts.

4

5           The bidder's attention is directed to Section 699 - Mobilization for the  
6 limitation of the amount bidders are allowed to bid.

7

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

# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW TO 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 \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Principal (Offeror) (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**STATE OF HAWAII**  
**DEPARTMENT OF TRANSPORTATION**  
**HONOLULU, HAWAII**

**FORMS**

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# C O N T R A C T

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

\_\_\_\_\_ hereafter referred to as "CONTRACTOR":

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

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

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

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

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

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

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

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

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

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

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

STATE OF HAWAII

By \_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy Attorney General

**PERFORMANCE BOND (SURETY)**

(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a  
surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the above-bound Principal has signed a Contract with Obligee on  
\_\_\_\_\_, for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part  
hereof.

**NOW THEREFORE**, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in  
strict accordance with the terms of the Contract as said Contract may be modified or amended  
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the 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 Obligees 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 Obligees, 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 Obligees, 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 Obligees, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC

**LABOR AND MATERIAL PAYMENT BOND (SURETY)**

(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Oblige, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-bound Principal has signed Contract with the Oblige on \_\_\_\_\_ for the following project: \_\_\_\_\_

\_\_\_\_\_ hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

# LABOR AND MATERIAL PAYMENT BOND

## KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)  
as Contractor, hereinafter called Contractor, is held and firmly bound unto \_\_\_\_\_  
(State/County entity)  
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_
- Certificate of Deposit, No.** \_\_\_\_\_, dated \_\_\_\_\_  
issued by \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check No.** \_\_\_\_\_, dated \_\_\_\_\_  
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligeo 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 Obligeo, 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 Obligeo, 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 \_\_\_\_\_.

\_\_\_\_\_  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ Judicial Circuit,  
State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_.

Notary Name: \_\_\_\_\_ Circuit  
Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature Date

NOTARY CERTIFICATION

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

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
  - a. "Contract" means contracts for construction under 103D, HRS.
  - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
  - c. "Construction" has the same meaning as in Section 103D-104, HRS.
  - d. "General Contractor" means any person having a construction contract with a governmental body.
  - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
  - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
  - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
  
2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
  - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.



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

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

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

Project Title: \_\_\_\_\_

Agency Project No: \_\_\_\_\_

Contract No.: \_\_\_\_\_

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

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

*CORPORATE SEAL*

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Subscribed and sworn to me before this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature Date

NOTARY CERTIFICATION