

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

**ADDENDUM NO. 2
for
Traffic Management Center
Island of Kauai
PROJECT NO. HWY-K-03-18**

The following amendments shall be made to the Bid Documents:

A. NOTICE TO BIDDERS

1. Add “To be eligible for award, Bidder and/or Bidder’s Subcontractor must possess a valid State of Hawaii Specialty Contractor’s “C-13” license at the time of bidding.”

B. SPECIFICATIONS

1. Replace Section 108 — Scope of Work dated r05/28/20 with the attached Section 108 — Scope of Work dated r06/18/20.
2. Replace Section 110 — Traffic Management Center dated 4/22/20 with the attached Section 110 — Traffic Management Center dated r06/22/20
2. Replace Section 770 — Traffic Signal Materials dated r06/01/20 with the attached Section 770 — Traffic Signal Materials dated r06/18/20.

C. PRE-BID MEETING MINUTES

1. Attached are the June 15, 2020 Pre-Bid Meeting Minutes and Attendance Sheet for your Information.

Please acknowledge receipt of this Addendum No. 2 by recording the date of its receipt in the space provided on page P-4 of the Proposal.



JADE T. BUTAY
Director of Transportation

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 3 working days after the contract certification date. The
7 Engineer may suspend the contract before issuing the Notice To Proceed, in
8 which case the Contractor’s remedies are exclusively those set forth in
9 Subsection 108.10 – Suspension of Work.

10
11 The Contractor shall be allowed up to 14 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 14 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 14 calendar days after the Notice to Proceed 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.

49 **108.03 Preconstruction Submittals.** The awardee shall submit to the
50 Engineer for information and review the pre-construction submittals within 14
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 2. Include copies of pertinent documentation to
184 support the time extension request.
- 185 3. Cite the anticipated period of delay and the time
186 extension requested.
- 187 4. State either that the above circumstances have
188 been cleared and normal working conditions restored
189
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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

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

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

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

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

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

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

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

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

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

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

288 **108.05**

289 **108.06 Progress Schedules.**

290

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

296

297 Schedule submittals shall be as follows:

298

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

306

307 **(a)** The major features of work, such as but not limited to
308 BMP installation, grubbing, roadway excavation, structure
309 excavation, structure construction, shown in the
310 chronological order in which the Contractor proposes to work
311 that feature or work and its location on the project. The
312 schedule shall account for normal inclement weather,
313 unusual soil or other conditions that may influence the
314 progress of the work, schedules, and coordination required
315 by any utility, off or on site fabrications, and other pertinent
316 factors that relate to progress;

317

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

321

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

326

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

329

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

333

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

335

- 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

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 **108.06**

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

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 **108.08**

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
658 **108.10 Suspension of Work.**

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:

- 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

746 **108.10**

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

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

- 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

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 **108.15**

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.**

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

- (1) All written guarantees required by the contract.
- (2) Complete and certified weekly payrolls for the Contractor and its subcontractor's.
- (3) Certificate of plumbing and electrical inspection.
- (4) Certificate of building occupancy.
- (5) Certificate for soil treatment and wood treatment.
- (6) Certificate of water system chlorination.
- (7) Certificate of elevator inspection, boiler and pressure pipe installation.
- (8) Tax clearance.
- (9) All other documents required by the Contract or by law.

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

END OF SECTION 108

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

- 43 (1) Include all necessary components to optimize the full
44 operation of the Centracos software. All wiring for the TMC
45 shall be concealed as best as possible.
- 46
- 47 (2) The Traffic Management Center (TMC) shall consist of:
- 48 a. One (1) core server
- 49 1. The core server located at the Kauai
50 Baseyard Traffic Signal Technician office shall be
51 relocated to the HWY-K server room.
- 52 b. One (1) database server
- 53 1. The database server shall be installed in the
54 HWY-K server room.
- 55 2. Hardware specifications of the database server
56 shall include, but not be limited to:
- 57 i. Trusted Platform Module: No Trusted
58 Platform Module
- 59 ii. Chassis Configuration: Chassis with up to 8
60 x 3.5" SAS/SATA Hard Drives for 2 CPU
61 Configuration
- 62 iii. Processor: Intel Xeon Gold 5118 2.3G,
63 12C/24T, 10.4GT/s, 16.5M Cache, Turbo, HT
64 (105W) DDR4-2400
- 65 iv. Additional Processor: Intel Xeon Gold 5118
66 2.3G, 12C/24T, 10.4GT/s, 16.5M Cache,
67 Turbo, HT (105W) DDR4-2400
- 68 v. Memory DIMM Type and Speed: 2666MT/s
69 RDIMMs
- 70 vi. Memory Configuration Type: Performance
71 Optimized
- 72 vii. Memory Capacity: (2) 32GB RDIMM,
73 2666MT/s, Dual Rank
- 74 viii. RAID configuration: C4, RAID 5 for 3 or
75 more HDDs or SSDs (Matching
76 Type/Speed/Capacity)
- 77 ix. RAID/Internal Storage Controllers: PERC
78 H730P RAID Controller, 2GB NV Cache,
79 Adapter, Low Profile
- 80 x. Hard Drives: (6) 480GB SSD SATA Read
81 Intensive 6Gbps 512 2.5in Hot-Plug AG Drive,
82 3.5in HYB CARR, 1 DWPD, 876 TBW

- 83 xi. Operating System: Microsoft Windows
84 Server 2016 Standard, 5 CAL
- 85 xii. SQL server: Microsoft SQL Server 2016
86 Standard, Retail, 10 CAL
- 87 xiii. Embedded Systems Management:
88 iDRAC9, Enterprise
- 89 xiv. PCIe riser: Riser Config 3, 2 x8, 3 x16
90 slots
- 91 xv. Network Daughter Card: Broadcom 5720
92 QP 1Gb Network Daughter Card
- 93 xvi. IDSDM and VFlash Card Reader: IDSDM
94 and Combo Card Reader with 16GB Flash SD
- 95 xvii. Internal SD Module: 16Gb
96 microSDHC/SDXC Card
- 97 xviii. Internal Optical Drive: DVD+/-RW,SATA,
98 Int
- 99 xix. Fans: 6 Standard Fans for R740/740XD
- 100 xx. Power Supply: Dual, Hot-Plug, Redundant
101 Power Supply (1+1), 750W
- 102 xxi. Power Cords: (2) NEMA 5-15P to C13
103 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m),
104 Power Cord, North America
- 105 xxii. BIOS and Advanced System
106 Configuration Settings: Performance BIOS
107 Setting
- 108 xxiii. Advanced System Configurations: UEFI
109 BIOS Boot Mode with GPT Partition
- 110 xxiv. Rack rails: Sliding Rails with Cable
111 Management Arm
- 112 xxv. Hardware Support Services Beginning
113 Upon Final Acceptance: Five (5) Years Basic
114 Hardware Warranty Repair, With Option of an
115 Additional Three (3) Years: 5x10 HW-Only,
116 5x10 NBD Onsite, PIT
- 117 c. Two (2) workstations
- 118 1. Workstations shall include all necessary
119 hardware such as, but not limited to, keyboard,
120 mouse, cables, etc.
- 121 d. One (1) mobile workstation

- 122 e. Four (4) wall-mounted monitors
- 123 1. Three (3) monitors shall be installed in the main
- 124 Traffic Management Center (TMC) room.
- 125 i. Monitors shall include all necessary
- 126 mounting hardware and be sized to
- 127 optimize the length of the display wall
- 128 shown in Figure 2 upon approval by the
- 129 Engineer.
- 130
- 131 2. One (1) monitor shall be installed in the
- 132 District Engineer office room.
- 133 i. Monitor shall include all necessary
- 134 mounting hardware and be sized at a
- 135 minimum of 75" upon approval by the
- 136 Engineer.

137 **770.02 Signal Performance Measures (SPM)**

138 **(A) The Signal Performance Measure (SPM) shall;**

- 139
- 140
- 141 **(1)** Be a cloud-based traffic, web-hosted data collection and
- 142 analytics software.
- 143
- 144 **(2)** Provide the means to compare various performance metrics over
- 145 user definable date ranges providing tabular comparison results
- 146 with indications of improvement or degradation of the
- 147 performance scores.
- 148
- 149 **(3)** Collect and analyze "High-Resolution" data which shall be
- 150 gathered from traffic controllers
- 151
- 152 **(4)** Be compatible with existing Cobalt controllers and Centrac
- 153 software.
- 154
- 155 **(5)** Provide all services and software necessary for retrieving
- 156 high-resolution controller data. The "On-Premise" data
- 157 collection service shall push the data to the cloud host for
- 158 storage and processing.
- 159
- 160 **(6)** Collect controller level high-resolution data via FTP or other
- 161 protocols from the controllers, or through SQL data queries
- 162 to a Centrac database licensed to store high-resolution
- 163 data.
- 164
- 165 **(7)** Have communication of high-resolution data to the cloud
- 166 host be performed via a "push" the cloud host from the On-

167 premise data service. The On-premise data service shall not
168 require an inbound port for these communications.
169

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171 **(9) User Management**
172

- 173 a. The system shall support authentication of individual
174 users via user names and passwords.
175
176 b. The system shall not limit the number of user
177 accounts that can be created to allow and grant
178 access.
179
180 c. The system shall employ https to ensure user login
181 names and passwords are encrypted prior to
182 transmitting them over the internet.
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186 **(10) General Display Features**
187

- 188 a. The user web interface shall consist of a front-page
189 dashboard providing an overview of general traffic
190 system health.
191
192 b. The system shall be capable of showing locations for
193 degraded signal performance as a 'Heat Map'.
194
195 c. Dashboard views shall include an indication of overall
196 system health or performance.
197
198 d. The dashboard shall provide a list of signals with
199 possible performance concerns.
200

201 **(11) Map Display**
202

- 203 a. The system shall incorporate a map view.
204
205 b. The map shall provide heat-map views that highlight
206 problem areas.
207
208 c. The map shall allow a user to zoom and pan to identify
209 specific intersections in more detail.

- 210 d. The user shall be able to click on an intersection to drill
211 down to access a variety of SPM charts relating to the
212 intersection.
213
214 e. The map shall include a control to be enable/disable
215 the following layers: heat map, travel times,
216 incidents, individual signal status icons and counting
217 stations.
218

219 **(12)** Be able to compare specific SPM metrics between two date
220 ranges.
221

222 **(13) Detector Diagnostic Analysis**
223

- 224 a. The system shall be capable of providing a separate list
225 of intersections with degraded detector performance.
226
227 b. The system shall apply statistical data science in
228 analyzing detector performance in order to identify
229 detectors that may not be fully operational.
230

231 **(14) Arrivals on Green**
232

- 233 a. The system shall track and report metrics relating to the
234 volumes of traffic arriving at an intersection during the
235 green interval.
236
237 b. The system shall provide an Arrival on Green chart,
238 which graphs the volume (vehicles per hour), volume of
239 vehicles arriving at the intersection on green and the
240 percent of vehicles arriving on green for each cycle
241 during a 1-day/24-hour period.
242
243 c. The system shall provide the Arrivals on Green chart for
244 each phase of a signal that meets detection
245 requirements.
246

247 **(15) Pedestrian Events**
248

- 249 a. The system shall track and report metrics relating to
250 pedestrian activity at each intersection.
251
252 b. The system shall provide a Pedestrian Delays chart,
253 which graphs cycles during the day that experiences a
254 pedestrian actuation on a phase. The chart will indicate
255 the time during the day when the event took place and
256 the amount of delay introduced by the pedestrian

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actuation.

- c. The system shall provide the Pedestrian Delays chart for individual approaches of a signal or as a combined report for all approaches of a signal.

(16) Power Failures

- a. The system shall track and report metrics relating to power failures.
- b. The system shall highlight individual intersections and corridors that have experienced power failures over a user specified date

(17) Preemption Events

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

305 incident (if available).

306

307 e. Incident data shall be obtained from Microsoft
308 Azure Maps Services Traffic API.

309

310 **(19) Embedded Travel Time**

311

312 a. The system shall include a package to
313 utilize GPS for measuring travel time.

314

315 b. The system map shall display travel time information
316 where available. Roadway links shall be color-coded
317 to indicate whether travel times are normal, slower
318 or much slower.

319

320 c. Travel time data shall be obtained from Microsoft
321 Azure Maps Services Route API

322

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

324

325 a. The system shall provide a PCD, which graphs the
326 volume (vehicles per hour), start of green, start of
327 yellow, and start of red along with predicted vehicle
328 arrivals based on detector actuations during each cycle
329 throughout a day.

330

331 b. The system shall provide the PCD chart for each
332 coordinated phase of a signal that meets detection
333 requirements.

334

335 **(21) ROR₅/GOR**

336

337 a. The system shall provide an ROR₅/GOR chart, which
338 can be used to identify split failures when the ROR and
339 GOR are both above 85% during the phase of a cycle.
340 This scatter diagram shall cover all cycles for a phase
341 during 1-day/24-hour period.

342

343 b. The system shall provide the ROR₅/GOR chart for each
344 phase of a signal that meets detection requirements.

345

346 **(22) Split Failures**

347

348 a. The system shall track and report metrics relating to split
349 failures.

350

351 b. The system shall provide a Split Failures Report for
352 each phase, which plots by percentages the ROR and

353 GOR phase terminations for each cycle during a day.
354
355 c. The system shall provide the Split Failures Report for
356 each phase of a signal that meets detection
357 requirements.

358 **(23) Split Monitor Report**

- 361 a. The system shall provide a Split Monitor chart, which,
362 for each phase, plots by phase duration the phase
363 termination reason for each cycle during the day.
364 Reasons include Gap Out, Max Out, Force Off,
365 Pedestrian call, and Unknown.
366
367 b. The system shall provide the Split Monitor chart for each
368 phase of a signal that meets detection requirements.

369 **(24) Transitions**

- 371
372 a. The system shall provide a table, which indicates each
373 transition event, the start time, duration and cause of
374 transition for a selected signal.
375
376 b. The system shall provide transition information on a
377 corridor level and signal level indicating the total amount
378 of time spent in transition, average transition durations
379 for Add, Subtract, Dwell, and combined transition types.
380
381 c. The system shall provide a signal level view of
382 transitions allowing a user to investigate individual
383 transition events.
384
385 d. For transitions due to pattern change, the report will also
386 indicate the new pattern causing the transition.
387
388 e. For transitions due to Pedestrian events, the report will
389 also indicate the phase for which the pedestrian
390 transition was generated.

391 **(25) Vehicle Delays**

- 392
393
394 a. The system shall provide a vehicle delay chart, which,
395 for each phase graphs the combined amount of time, in
396 seconds for all detected vehicles over all cycles
397 throughout the day.
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399 b. This report shall include the average delay per vehicle
400 and the total amount of day for the entire day.

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- c. The system shall provide the Vehicle Delay report for each phase of a signal that meets detection requirements.

(26) Volume/Capacity Ratio Report

- 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.

(27) Volumes

- 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;

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

453 **770.05 Video Detection System**

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

458
459 **(A) System Hardware**

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

463 **(1) Video Sensor**

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

467 **a. Camera and Processor**

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

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483 **b. Video Sensor Enclosure Assembly**

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

524 6. All communications to the video sensor shall be
525 broadband-over-power via the same three-conductor
526 cable that powers the unit. Coaxial cable shall not be
527 required.

528 **(2) Communications Interface Panel**

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

533 **a. Video Sensor Connection**

534 1. The communications interface panel shall provide
535 connection points for four video sensors.

536 i. Each sensor connection shall be a 3-pole
537 terminal block, which supplies power and
538 broadband-over-power communications to the
539 sensor.

540 ii. The broadband-over-power communications
541 shall provide a throughput of 70 to 90 Mbps.

542 iii. The broadband-over-power connection shall
543 support at least 1,000 feet of cabling to the
544 video sensor.

545 iv. Each video sensor connection shall include a
546 power switch.

547 v. There shall be an LED for each video sensor
548 to indicate the state of the power to the sensor
549 and an LED for each video sensor to indicate
550 the status of communications.

551 vi. Each video sensor connection shall contain a
552 resettable fuse.

553 vii. Each video sensor connection shall provide
554 high-energy transient protection.

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

556 1. An Ethernet port shall be provided to connect to a
557 remote Traffic Management Center (TMC).

558 i. The TMC connection shall support
559 10/100/1000 Mbps Ethernet communication.

560 ii. A security protocol shall be set up to restrict
561 communication to the main TMC and all
562 components to prevent any unauthorized
563 access.

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- iii. The communications interface panel shall proxy all network requests that arrive on the TMC connection to avoid unwanted network traffic from reaching the broadband-over-power network between the communications interface panel and the video sensors.
 - iv. All communications to the video detection system through the TMC connection shall be to a single IP address.

573 **c. Local User Communications**

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- 1. A wired Ethernet port shall be provided to connect the technician at the cabinet to the video detection system for setup and maintenance purposes.
 - i. The maintenance port shall support 10/100/1000 Mbps Ethernet communication.
 - ii. All communications to the video detection system through the maintenance port shall be to a single IP address.
 - iii. The maintenance port shall support DHCP to automatically assign an IP address to the user's computer, if desired.
 - 2. An 802.11g Wi-Fi access point shall allow wireless connection to the video detection system at the cabinet for setup and maintenance purposes.
 - i. All communications to the video detection system through the Wi-Fi access point shall be to a single IP Address.
 - ii. The Wi-Fi access point shall support DHCP to automatically assign an IP Address to the user's computer.
 - iii. The Wi-Fi access point shall include a dipole, omnidirectional antenna.
 - iv. A momentary pushbutton shall allow the user to turn the Wi-Fi access point on or off.
 - v. The Wi-Fi access point shall turn itself off automatically after a period of inactivity from connected devices.
 - vi. An LED shall indicate when the Wi-Fi access point is enabled.

644 2. The communications interface panel shall be protected
645 by two slow blow fuses. Spares shall be attached to the
646 panel.

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

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

654 a. The optional wired input/output card shall comply with the
655 form factor and electrical characteristics to plug directly into
656 a NEMA type C or D detector rack or Caltrans TEES Input
657 File.

- 658 1. The card shall occupy two slots of the detector rack.
- 659 2. The card shall provide four detector outputs on its rear-
660 edge connector.
- 661 3. A front connector shall provide communication to the
662 communications interface panel.
- 663 4. A front connector shall allow 16 inputs and 24 contact-
664 closure detector outputs for wiring into the cabinet.
 - 665 i. A front panel LED for each of the 16 inputs
666 and 24 outputs shall indicate the state of the
667 input or output.
- 668 5. The wired input/output card shall support optional
669 expansion cards in other slots. Each expansion card
670 shall support 4 outputs to the back edge of the card.
- 671 6. The wired input/output card shall support optional
672 harnesses for connection to Input Files or C1, C4, C11,
673 and C12 ports to support Type 170 or Type 2070
674 controllers.

675 **(B) System Software**

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

678 **(1) Management Software**

679 a. Management software shall be a Windows-based
680 application.

- 681 1. The software shall be compatible with Windows 7 and
682 Windows 10 operating systems.

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2. The software shall communicate with the video detection system via Ethernet.
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- b. The management software shall automatically determine all video sensors and communications interface panels available on the local network and populate a list of all devices.
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- c. The management software shall provide the user a means to name individual video sensors and communications interface panels.
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- d. The management software shall provide a means for the user to zoom the camera optics while viewing a live video 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.

- 723 10. The management software shall be capable of creating
724 at least 99 detection zones per video sensor.
- 725 g. It shall be possible for the management software to retrieve
726 all configuration parameters from video sensors or
727 communications interface panels.
- 728 1. It shall be possible for the user to save all the settings
729 for a video sensor or a communications interface panel
730 to a laptop file.
- 731 2. The management software shall provide a means to
732 read or import all the settings from a previously saved
733 configuration file for a video sensor or a communications
734 interface panel.
- 735 h. The management software shall be able to download a new
736 version of the application software into a communications
737 interface panel and its attached video sensors.
- 738 i. The management software shall provide a screen to
739 monitor operation of a video sensor.
- 740 1. The monitoring screen shall include a live video stream
741 from the video sensor with at least HD 1280x720 pixel
742 resolution.
- 743 2. The monitoring screen shall show indications of
744 detection in real time by changing the color of the
745 detection zone.
- 746 3. It shall be possible for the user to configure different
747 indications for vehicle detections vs. bicycle detections
748 when both are configured for the same zone.
- 749 4. The monitoring screen shall include the following
750 optional, configurable objects. It shall be possible for
751 the user to size and position them anywhere on the
752 screen and to change the color and size of text.
- 753 i. An indication of when an output is on or off,
754 along with a user-configurable name for that
755 indicator.
- 756 ii. The current time in the video sensor.
- 757 iii. A user-configurable title or name.
- 758 iv. The version number of the video sensor
759 software.
- 760 5. It shall be possible for the user to turn the overlay
761 graphics on or off with a single setting.

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- 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.
 - 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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782 **(C) System Functionality**

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

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786 **(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.
 - 1. Stop Line Detection
 - 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

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

(2) Failsafe Mode

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

(3) Data Collection

- a. The video detection system shall automatically collect and store traffic flow data in non-volatile memory for later retrieval and analysis. No additional hardware or software shall be necessary. The data shall include:
 - 1. Vehicle counts per phase.

- 845 2. Vehicle average speeds.
- 846 b. All data shall be stored in a cloud-based storage
- 847 indefinitely.
- 848 c. The management software shall be able to retrieve
- 849 collected data for a specified period of time or for all
- 850 currently stored data and save into a standard CSV file.

851 **(4) Operations Log**

- 852 a. The communications interface panel and each video sensor
- 853 shall maintain a time-stamped operations log of routine and
- 854 special events in non-volatile memory for later retrieval and
- 855 analysis.

856 **(5) Time Synchronization**

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

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873 **(6) Video Streaming**

874 In addition to the ability to view video streams in the

875 management software, it shall be possible to view video

876 from individual sensors or to view the quad-view from the

877 communications interface panel using a third-party video

878 player application on a tablet, smartphone or laptop

879 computer.

880

881 **(D) Installation and Setup**

882 The video detection system hardware shall be designed for flexible, fast and

883 easy installation and setup.

- 884 (1) It shall be possible to mount the video sensor on an intersection
885 pole, mast arm, or luminaire arm.
- 886 (2) No special tools or extra equipment, other than a laptop for
887 configuration, will be required.
- 888 (3) Once all hardware is installed, connected and functional, it shall
889 be possible to configure the video detection system for a typical
890 4-approach, 8-phase intersection in 15 minutes or less.

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

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

895 (1) **Warranty**

- 896 a. The manufacturer shall warrant the video detection system
897 for a minimum of five (5) years that begins upon final
898 acceptance by the State. An option for up to three (3) years
899 of warranty shall be available.

900 (2) **Service**

- 901 b. Ongoing software support by the manufacturer will include
902 software updates of the video sensor, communications
903 interface panel, and management software. These updates
904 will be provided free of charge during the warranty period.
905 The manufacturer will maintain a program for technical
906 support and software updates following expiration of the
907 warranty period. This program will be available to the
908 contracting agency in the form of a separate agreement for
909 continuing support.

910 (3) **Support**

- 911 a. A quick-start guide, installation guide, application notes, and
912 other materials shall be available from the manufacturer to
913 assist in product installation and setup for various
914 applications. In addition, training online or in person shall
915 be available.
- 916 b. Training shall be available in application design, operation,
917 setup, and maintenance of the video detection system.
- 918 c. Manufacturer shall provide a tech support website and an
919 800 number for technical support.

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END OF SECTION 770

Traffic Management Center, Island of Kauai

Project No. HWY-K-03-18

Pre-Bid Meeting 6/15/2020, 10:00 AM, Microsoft Teams Video Conference

The screenshot shows a Microsoft Teams chat window titled "Traffic Management Center: Pre-Bid Conference". The chat history includes three system messages from Fujikawa, Eric I, indicating that Rick Smoot, Marc Porter, and Syed Shah were added to the meeting. Following these, several participants introduced themselves with their names, company names, and phone numbers. The participants listed are Rick Smoot (Rick & Danny Smoot, Phoenix Pacific), Clark Tyler (Clark Tyler American Electric), Vikas Manocha (Econolite), Rusty Lantry (Rusty Lantry E.T.S.T., State of Hawaii), Ryan Adachi (Paul's Electric), Syed Shah (Shah and Associates), Marc Porter (Econolite Systems), and Eric Fujikawa (Hawaii DOT).

Traffic Management Center: Pre-Bid Conference Chat Files Meeting Notes Join 9

Fujikawa, Eric I added Rick Smoot to the meeting.

Fujikawa, Eric I added Marc Porter to the meeting.

Fujikawa, Eric I added Syed Shah to the meeting.

RS Rick Smoot 10:01 AM
Rick & Danny Smoot, Phoenix Pacific, (808) 682-1000.

CT Clark Tyler 10:01 AM
Clark Tyler American Electric ctyler@americanelectric.com 808-245-3727

VM Vikas Manocha 10:01 AM
Vikas Manocha - Econolite - vmanocha@econolite.com - 714-351-3784

EL Lantry, Edward 10:02 AM
Rusty Lantry E.T.S.T. State of Hawaii 808-635-1550

RA Ryan Adachi 10:02 AM
Ryan Adachi, Paul's Electric, radachi@paulselectrical.com, 808-486-9866

SS Syed Shah 10:03 AM
Syed Shah - Shah and Associates - (808) 942-7878

MP Marc Porter 10:03 AM
Marc Porter, Econolite Systems, mporter@econolite.com 310-418-1663

EF Fujikawa, Eric I 10:04 AM
Eric Fujikawa, HDOT, eric.i.fujikawa@hawaii.gov, 241-3015

MINUTES OF THE PRE-BID MEETING

PROJECT: Traffic Management Center
Island of Kauai

PROJECT NO.: HWY-K-03-18

LOCATION: Microsoft Teams video conference

DATE & TIME: June 15, 2020 at 10:00 A.M.

IN ATTENDANCE:

Jeff Aguinaldo	HDOT-HWY-K
Eric Fujikawa	HDOT-HWY-K
Edward (Rusty) Lantry	HDOT-HWY-K
Clark Tyler	American Electric Company LLC
Vikas Manocha	Econolite
Marc Porter	Econolite
Ryan Adachi	Paul's Electrical Contracting, LLC
Danny Smoot	Phoenix Pacific Inc.
Rick Smoot	Phoenix Pacific Inc.
Syed Shah	Shah and Associates

The meeting started at 10:00 A.M. Project Engineer, Jeff Aguinaldo began the meeting with an introduction and gave a brief overview of the project.

Anything said at this meeting is for clarification purposes only, the bid documents shall govern over anything said today and discrepancies shall be clarified by addendum.

All questions that resulted from this meeting were directed to be submitted through HIEPRO and will be formally answered through the addendum.

There were no questions asked at the time of the meeting.

The minutes of the meeting will be distributed in Addendum No. 2 on the Contract Plans. Contractors will be notified via HIEPRO when the addendum will be available.