

**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.



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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.

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

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

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

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

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

1. State specifically the reason or reasons for the delay and fully explain in a detailed chronology how the delay affects the critical path.
2. Include copies of pertinent documentation to support the time extension request.
3. Cite the anticipated period of delay and the time extension requested.
4. State either that the above circumstances have been cleared and normal working conditions restored

192 as of a certain day or that the above circumstances  
193 will continue to prevent completion of the project.  
194

195 **(b)** The Contractor shall notify the Engineer in writing  
196 when the delay ends. Time extensions will be the  
197 exclusive relief granted and no additional compensation will  
198 be paid the Contractor for such delays.  
199

200 **(4) Delays in Delivery of Materials or Equipment.** For  
201 delays in delivery of materials or equipment, which occur as a  
202 result of unforeseeable causes beyond the control and without fault  
203 of the Contractor, its subcontractor(s) or supplier(s), time  
204 extensions shall be the exclusive relief granted and no additional  
205 compensation will be paid the Contractor on account of such delay.  
206 The delay shall not exceed the difference between the originally  
207 scheduled delivery date and the actual delivery date. The  
208 Contractor may be granted an extension of time provided that it  
209 complies with the following procedures:  
210

211 **(a)** The Contractor's written notice to the Engineer must  
212 describe the delays and state the effect such delays may  
213 have on the critical path.  
214

215 **(b)** The Contractor, if requested, must submit to the  
216 Engineer within five days after a firm delivery date for the  
217 material and equipment is established, a written statement  
218 regarding the delay. The Contractor must justify the delay  
219 as follows:  
220

221 **1.** State specifically all reasons for the delay.  
222 Explain in a detailed chronology the effect of the delay  
223 on the critical path.  
224

225 **2.** Submit copies of purchase order(s), factory  
226 invoice(s), bill(s) of lading, shipping manifest(s),  
227 delivery tag(s), and any other documents to support  
228 the time extension request.  
229

230 **3.** Cite the start and end date of the delay and the  
231 time extension requested.  
232

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

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

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

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

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

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

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

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

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

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

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

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./Oloheua 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.

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133 **END OF SECTION 110**

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**SECTION 770 — TRAFFIC SIGNAL MATERIALS**

Make the following amendments to said Section:

**(I) Replace Section 770 — Traffic Signal Materials in its entirety:**

**770.01 Traffic Management Center (TMC)**

**(A) The TMC shall;**

- (1)** Have all servers and necessary hardware to operate existing Centrac software, be server based with cloud backup, and maintained by the supplier. Troubleshooting, repair, and maintenance of the TMC shall be the responsibility of the supplier for the duration of the contract.
- (2)** Have a platform that allows remote access.
- (3)** Communicate to the latest version of the current controller software for the life of the system. The existing system consists of 32 Cobalt controllers. The Contractor shall incorporate any additional controllers in the existing system if needed.
- (4)** Have a Warranty period of five (5) years that begins upon final acceptance by the State. Warranty to include the following:
  - a. Servicing of system/replacement of any parts necessary until the end of the warranty period. Hardware replacement shall be completed within 7 calendar days of notification. If a Contractor is needed, this cost shall be considered incidental to this work.
  - b. Offer an additional three (3), twelve (12) month renewal periods.
  - c. Training shall be available in the application design, operation, and setup of the TMC Software. Full client technical support shall be available for the duration of the warranty period. Client support shall respond within 24 hours of notification.
- (5)** The system shall support launching EDI conflict monitor.

**(B) TMC Hardware shall;**

- 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;**

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- 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.  
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171 **(9) User Management**  
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- 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**  
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- 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.
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- 205 b. The map shall provide heat-map views that highlight  
206 problem areas.
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- 208 c. The map shall allow a user to zoom and pan to identify  
209 specific intersections in more detail.

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

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

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222 (13) **Detector Diagnostic Analysis**

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

231 (14) **Arrivals on Green**

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- a. The system shall track and report metrics relating to the volumes of traffic arriving at an intersection during the green interval.
  - b. The system shall provide an Arrival on Green chart, which graphs the volume (vehicles per hour), volume of vehicles arriving at the intersection on green and the percent of vehicles arriving on green for each cycle during a 1-day/24-hour period.
  - c. The system shall provide the Arrivals on Green chart for each phase of a signal that meets detection requirements.

247 (15) **Pedestrian Events**

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- a. The system shall track and report metrics relating to pedestrian activity at each intersection.
  - b. The system shall provide a Pedestrian Delays chart, which graphs cycles during the day that experiences a pedestrian actuation on a phase. The chart will indicate the time during the day when the event took place and 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.

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310 **(19) Embedded Travel Time**

- 311 a. The system shall include a package to  
312 utilize GPS for measuring travel time.  
313  
314 b. The system map shall display travel time information  
315 where available. Roadway links shall be color-coded  
316 to indicate whether travel times are normal, slower  
317 or much slower.  
318  
319 c. Travel time data shall be obtained from Microsoft  
320 Azure Maps Services Route API  
321  
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) ROR<sub>5</sub>/GOR**

- 336  
337 a. The system shall provide an ROR<sub>5</sub>/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 ROR<sub>5</sub>/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.  
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351 b. The system shall provide a Split Failures Report for  
352 each phase, which plots by percentages the ROR and

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GOR phase terminations for each cycle during a day.

- c. The system shall provide the Split Failures Report for each phase of a signal that meets detection requirements.

**(23) Split Monitor Report**

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

**(24) Transitions**

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

**(25) Vehicle Delays**

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

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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.

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

**c. Local User Communications**

- 574                                   1. A wired Ethernet port shall be provided to connect the
- 575   technician at the cabinet to the video detection system
- 576   for setup and maintenance purposes.
  - 577   i.     The maintenance port shall support
  - 578   10/100/1000 Mbps Ethernet communication.
  
  - 579   ii.    All communications to the video detection
  - 580   system through the maintenance port shall be
  - 581   to a single IP address.
  
  - 582   iii.   The maintenance port shall support DHCP to
  - 583   automatically assign an IP address to the
  - 584   user’s computer, if desired.
  
- 585                                   2. An 802.11g Wi-Fi access point shall allow wireless
- 586   connection to the video detection system at the cabinet
- 587   for setup and maintenance purposes.
  - 588   i.     All communications to the video detection
  - 589   system through the Wi-Fi access point shall be
  - 590   to a single IP Address.
  
  - 591   ii.    The Wi-Fi access point shall support DHCP to
  - 592   automatically assign an IP Address to the
  - 593   user’s computer.
  
  - 594   iii.   The Wi-Fi access point shall include a dipole,
  - 595   omnidirectional antenna.
  
  - 596   iv.    A momentary pushbutton shall allow the user
  - 597   to turn the Wi-Fi access point on or off.
  
  - 598   v.     The Wi-Fi access point shall turn itself off
  - 599   automatically after a period of inactivity from
  - 600   connected devices.
  
  - 601   vi.    An LED shall indicate when the Wi-Fi access
  - 602   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.

872

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

**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.