

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS, SPECIFICATIONS,
PROPOSAL, AND CONTRACT

FOR

FURNISHING AND DELIVERING HARDWARE, CABLES,
CONTROLLER EQUIPMENT, SIGNAL HEADS, PEDESTRIAN SIGNAL
AND SIGNAL STANDARDS FOR TRAFFIC SIGNAL SYSTEM

PROJECT NO. HWY-C-06-21

ISLANDS OF MAUI, KAUAI, AND HAWAII

2021

NOTICE TO BIDDERS
(Chapter 103D, HRS)

The receiving of SEALED BIDS for FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT, SIGNAL HEADS, PEDESTRIAN SIGNAL, AND SIGNAL STANDARDS FOR TRAFFIC SIGNAL SYSTEM, PROJECT NO. HWY-C-06-21, ISLANDS OF MAUI, KAUAI, AND HAWAII, will begin as advertised in HIEPRO. Bidders are to register and submit bids through HIEPRO only. See the following HIEPRO link for important information on registering: <https://hiepro.hawaii.gov/welcome.html>. Deadline to submit bids is November 30, 2021 at 2 p.m., Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work consists of furnishing and delivering hardware, cables, controller equipment, signal heads, pedestrian signal and signal standards for traffic signal system, including applicable accessories on an “as needed” basis.

ALL requests for information (RFI) shall be received in writing via HIEPRO prior to the Question Due Date in General Information of the HIEPRO solicitation. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response.

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

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

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

For additional information, contact Dawna Emoto, by phone at (808) 587-2628 or email at dawna.l.emoto@hawaii.gov.

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



JADE T. BUTAY
Director of Transportation

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

A. SECTION 1 – DEFINITIONS AND TERMS is amended as follows:

1. Add the following new subsections:

1.39 ENGINEER – The Administrator of the Highways Division, acting directly or through his duly authorized representatives, who are responsible for engineering supervision of construction and other highway matters.

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

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

The Contractor shall utilize the latest revision.

1.41 STANDARD PLANS – The Hawaii Standard Plans, 2008, Highways Division, Department of Transportation, including any amendments. Contractors may purchase this manual by contacting the Department of Transportation Staff Services Office at (808)587-4069. ”

B. SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS is amended as follows:

1. 2.3 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

2.3 DELIVERY OF PROPOSALS – The bidder shall submit the proposal in HIePRO. Bids received after said date and time shall not be considered. Original bid documents do not have to be submitted. Award will be made based on proposals submitted via HIePRO.”

2. 2.4 WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

2.4 WITHDRAWAL OF PROPOSALS – A bidder may withdraw or revise a proposal after the bidder submits the proposal in HIePRO. Withdrawl or revision of proposal must be completed before the time set for receiving of bids.”

3. 2.5 PUBLIC OPENING OF PROPOSALS is not applicable.
4. 2.8 OUT-OF-STATE BIDDERS is amended by adding the following to the end of the subsection:

“Successful out-of-state bidders shall, after ten (10) working days from the Notice to Proceed date, provide a name and phone number of the Contractor’s Technical Representative, who will be responsible for assisting the districts throughout the duration of the contract. Corporations must be registered to do business in the State of Hawaii. For information on business registration, please call the Department of Commerce and Consumer affairs at (808)586-2545 or log on to: <http://cca.hawaii.gov/breg/>”

C. SECTION 4 – SCOPE OF WORK is amended as follows:

1. 4.6 VARIATION IN QUANTITY is amended by replacing the entire subsection 4.6 (Variation in Quantity) with the following:

“4.6 CONTRACT TO BE OPEN-END – The requirement for materials to be furnished by the Contractor will be on an “as needed” basis as called for in these Specifications at the applicable unit bid price (including applicable price increases in accordance with Section 10.9 Escalation Clause, of the Specifications) during the term of this contract and in such numbers as may be required by the State. The unit bid price indicated by the Contractor shall be applicable and binding under the terms of this contract. Payment for delivered and acceptable materials will be made by Purchase Order.”

D. SECTION 8 – PROSECUTION AND PROGRESS is amended as follows:

1. 8.1 PROGRESS OF WORK is amended by adding the following paragraph to the end of the subsection::

“If the materials fail to meet specification requirements, the Contractor will be notified of such and the material will be rejected. The Contractor shall replace the rejected material with those that meet the specification requirements, and liquidated damages in accordance with Section 8.2 Liquidated Damages, of the Special Provisions, will be assessed against him for late delivery any time after the required completion date.

The Contractor will be responsible for follow-up inquiries with the manufacturers and supplier to be sure of prompt deliveries within the contract period.”

2. 8.2 LIQUIDATED DAMAGES

a. Add the following statement at the end of the first paragraph:

“1/4 of 1% of the total contract price of each item for each and every calendar day for failure to deliver each item within the delivery period. The assessed amount, however, will be no less than TEN DOLLARS (\$10.00) for each item for each and every calendar day.”

b. The following shall replace the first sentence of the second paragraph:

“If the Contractor finds it impossible for reasons beyond his control to deliver material within the specified delivery time for each order, he shall, by the following day, verbally notify the Director of the forthcoming delay. The Contractor shall then follow up with a written request for an extension of time, setting forth therein the reason which he believes will justify the granting of his request.”

G. SECTION 9 – PAYMENT is amended as follows:

9.2 PROGRESS PAYMENT is amended by adding the following paragraph to the end of the subsection:

“D. Deductions, as applicable, shall be included in the invoices as subtotal(s) and labeled as either (1) and/or (2) below:

- (1) Retainage as specified in Section 9.2 Progress Payments, of the Specifications
- (2) Liquidated Damages as specified in Section 8.2 of the Special Provisions

After delivery of materials, the Contractor shall forward the required invoice as specified in Section 9.2 Progress Payments of the Specifications, to the respective recipient district as indicated below for approval of payments:

District Engineer – Maui District Highways Division, State DOT 650 Palapala Drive Kahului, Hawaii 96732	District Engineer – Kauai District Highways Division, State DOT 1720 Haleukana Street Lihue, Hawaii 96766
District Engineer – Hawaii District Highways Division, State DOT 50 Makaala Street Hilo, Hawaii 96720	

Refer to the sample invoice in Appendix B-1, Sample – Invoice, of the Appendices.

Payments shall not be processed if Contractor submittals as specified in Section 10.6, Contractor Submittals of the Specifications are not received as specified.

The Engineer shall issue a Purchase Order to order and pay for all furnished and delivered materials.

Pursuant to the State of Hawaii Department of Transportation (DOT) Procurement Delegation signed by the DOT Director on October 8, 2012, Purchase Orders may NOT be issued or used unless there is a Purchase Requisition signed by an authorized person."

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS

SECTION 1 - DEFINITION AND TERMS

Whenever the following pronouns are used in these specifications, or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

1.1 ADDENDA - A written document which may be issued by the Director during the bidding period involving changes to the specifications and plans, if any, which shall be considered and made a part of the contract.

1.2 AIRPORTS DIVISION - Airports Division, Department of Transportation, State of Hawaii.

1.3 AWARD - The written acceptance of a proposal by the State.

1.4 BIDDER - Any individual, partnership, corporation or other legal entity, or combination thereof, submitting a proposal for the work contemplated, acting either directly or through a duly authorized representative.

1.5 CALENDAR DAY - Every day shown on the calendar. If no designation of calendar or working day is made, "day" shall mean calendar day.

1.6 CHANGE ORDER - A written order issued by the Director to the Contractor requiring the contract work to be performed in accordance with a change or changes that may involve an adjustment in contract time and price or requiring performance of any unforeseen work essential to complete the contract.

1.7 CONTRACT - The written agreement between the State and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the (1) notice to bidders, (2) proposal, (3) contract form and contract bond, (4) specifications, (5) special provisions and plans, if any, (6) addenda, (7) notice to proceed, and (8) change orders and agreements that are required to complete the work, all of which constitute one instrument.

1.8 CONTRACT BOND - The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing the completion of the work in accordance with the terms of the contract, and guaranteeing full payment of all claims for labor, materials, and supplies used or incorporated in the work.

1.9 CONTRACT TIME - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.

If a calendar date is specified as the date of completion in lieu of the number of working days or calendar days, the contract shall be completed by that date.

In case the contract is for a specified period of time, the contract time shall be for said specified period of time.

1.10 CONTRACTOR - The individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.

1.11 DEPARTMENT - The State Department of Transportation.

1.12 DIRECTOR - The Director of Transportation, acting either directly or through the Director's duly authorized representative.

1.13 EQUAL OR APPROVED EQUAL - Whenever this term is used in the specifications and plans, if any, it means a brand or article pre-qualified in accordance with Section 6.2 Trade Names and Alternates and which may be used in place of the one specified.

1.14 H.A.R. or HAR - Hawaii Administrative Rules.

1.15 H.R.S. or HRS - Hawaii Revised Statutes.

1.16 HARBORS DIVISION - Harbors Division, Department of Transportation, State of Hawaii.

1.17 HIGHWAYS DIVISION - Highways Division, Department of Transportation, State of Hawaii.

1.18 HOLIDAYS - The days which are set apart and established as State holidays pursuant to Section 8-1, H.R.S.

1.19 INSPECTOR - The Director's authorized representative assigned to make detailed inspections of contract performance and materials supplied.

1.20 NOTICE TO BIDDERS - The public announcement, as required by law, inviting proposals for the work to be performed or materials to be furnished.

1.21 NOTICE OF FINAL ACCEPTANCE - Written notice from the Director to the Contractor that the entire contract has been completed in all respects in accordance with the specifications and plans, if any, and any changes thereof previously approved by the Director.

1.22 NOTICE TO PROCEED - Written notice from the Director to the Contractor advising the Contractor of the date on which he is to begin the prosecution of the work.

1.23 PLANS - The contract drawings approved by the Director which show the location, character, dimensions and details of the work to be done and shall be a part of the contract.

1.24 PROCUREMENT OFFICER - The Director's duly authorized representative including project managers, project engineers and contract administrators assigned to prepare, evaluate and administer contracts for the purchasing of goods and services.

1.25 PROPOSAL (OR BID) - The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

1.26 PROPOSAL FORM - The approved format prepared by the Department or a facsimile thereof on which bids for the work must be prepared and submitted. (Reasonable facsimile acceptable for bidding.)

1.27 PROPOSAL GUARANTY - The security furnished with a proposal to guarantee that the bidder will enter into the contract and furnish all other requirements if the bidder's proposal is accepted.

1.28 QUALIFICATION QUESTIONNAIRE - The specified forms on which the bidder shall furnish required information as to the bidder's ability to perform and finance the work.

1.29 S.L.H. or SLH - Session Laws of Hawaii.

1.30 SPECIAL PROVISIONS - Revisions to the specifications. The specific clauses setting forth conditions or requirements peculiar to the project under consideration which are not thoroughly or satisfactorily stipulated in these specifications.

1.31 SPECIFICATIONS - The directions, provisions, and requirements pertaining to the method and manner of performing the work and to the quantities and qualities of materials to be furnished under the contract.

1.32 STATE - The State of Hawaii.

1.33 SUBCONTRACTOR - An individual, partnership, corporation, other legal entity, or any combination thereof, that enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

1.34 SUPERINTENDENT - The Contractor's representative who is responsible for and in charge of the work.

1.35 SURETY - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor and guaranteeing performance by the Contractor.

1.36 TITLES (OR HEADINGS) - The titles or headings of the Sections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation. Unless otherwise indicated, whenever the word "Section" is used, reference is being made to a Section in these specifications.

1.37 WORK - The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.

1.38 WORKING DAY - Any day, except Saturdays, Sundays and State holidays.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 PROPOSAL FORMS - All proposals shall be made on forms furnished by the Department. All proposals shall give the prices proposed in the spaces provided and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.

2.2 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES - Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by any agent, other than the officer or officers of a corporation authorized to sign contract on its behalf or a member of copartnership, a Power of Attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

Members of a joint venture may be requested to supply the Department with a copy of their joint venture agreement or each member of the joint venture may be required to sign the proposal.

2.3 DELIVERY OF PROPOSALS - Each proposal shall be placed, together with the proposal guaranty, when required, in an envelope and sealed and so marked as to indicate the identity of the project, the name and address of the bidder, and other required information and then delivered as indicated in the Notice to Bidders. Proposals will be received up to the time fixed in the Notice to Bidders for the opening of bids.

2.4 WITHDRAWAL OF PROPOSALS - Any proposal may be withdrawn at any time prior to the time fixed in the Notice to Bidders for the opening of proposals upon the filing of a written request therefor with the Department, executed by the bidder or his duly authorized representative. The withdrawal of a proposal shall not preclude a bidder from submitting a new proposal.

2.5 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2.6 DISQUALIFICATION OF BIDDERS - Any of the following reasons may be considered as being sufficient grounds for the disqualification of a bidder and the rejection of his proposal or proposals.

A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.

B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until such participant shall have been reinstated as a qualified bidder.

C. Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to Section 84-15, HRS.

D. Lack of proposal guaranty.

E. Unsigned proposal or proposal not signed in ink by person or persons legally authorized to submit a proposal on behalf of the bidder.

2.7 MATERIAL GUARANTY - The bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the prosecution of the work, together with samples. Such samples may be subjected to tests to determine their quality and fitness for the work.

2.8 OUT-OF-STATE BIDDERS - Pursuant to Section 103D-1008, Hawaii Revised Statutes, on out-of-state purchases where the bidder or vendor is an out-of-state vendor, not doing business in the State, the bid price of such out-of-state vendor, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax and the applicable use tax. The lowest responsible bidder, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of said increases.

Such increases will not be applied in case an out-of-state vendor specifies in its bid that its bid price includes said general excise tax; the bidder will be required to pay said general excise tax and use tax in case the bidder is awarded the contract.

2.9 TAX REQUIREMENTS - Work to be done under this contract is a taxable transaction and the bidder receiving the award for this work will be required to pay the State of Hawaii General Excise Tax (GET) and the State of Hawaii use Tax.

Additional information regarding the tax rates may be obtained from the Department of Taxation (DOTAX) website at <http://tax.hawaii.gov/geninfo/countysurcharge/>

If awardee is an out-of-state bidder not holding a Hawaii GET License, the awardee will have to obtain a Hawaii GET License and pay all taxes due to obtain a tax clearance required before final contract payment is made by the State.

To obtain the tax clearance applications, see subsection 3.1.A. Tax Clearance of these Specifications.

Vendors may apply for either a regular or a one-time GET License. Information on applying for a GET License may be found at <http://tax.hawaii.gov/geninfo/get/>

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT - The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.

The award of contract, if it be awarded, will be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The successful bidder will be notified, by letter mailed to the address shown on its proposal, that its proposal has been accepted and it has been awarded the contract.

Requirement for award. To be eligible for award, the apparent low Bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be submitted to the Department as soon as possible. If a valid certificate/clearance is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.

A. Tax Clearance.

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

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

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

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

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

B. DLIR Certificate of Compliance.

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

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

www.hawaii.gov/labor

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

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

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

C. DCCA Certificate of Good Standing.

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

- (1) incorporated or organized under the laws of the State; or
- (2) registered to do business in the State as a separate branch or division that is

capable of fully performing under the contract.

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

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

www.hawaii.gov/dcca/

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

3.2 CANCELLATION OF AWARD - The State reserves the right to cancel the award of any contract any time before the execution of said contract by all parties without any liability to the successful bidder or any other bidder.

3.3 EXECUTION OF CONTRACT - The contract shall be executed by the successful bidder and returned, together with the contract bonds, when required, within ten (10) days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

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

3.4 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract and file acceptable bonds, when required, within ten (10) days after the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

SECTION 4 - SCOPE OF WORK

4.1 WORK TO BE DONE - The work to be done is described in the Section(s) following Section 9 of these specifications.

4.2 PERFORMANCE OF WORK - The Contractor shall employ, so far as possible, such methods and means in carrying out his work so as not to cause any interruption, disturbance, or interference with the public.

In case the Contractor is performing work in a building, the Contractor shall conduct the work in such a manner so as not to cause any interruption, disturbance, or interference with the business activities of the tenants in the building.

4.3 EXTRA WORK - New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price.

4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

A. Change order. By a written order, at any time, and without notice to any surety, the procurement officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the State in accordance therewith;
2. Method of shipment or packing;
3. Place of delivery;
4. Changes in the work within the scope of the contract; or
5. Changes in the time of performance of the contract that do not alter the scope of work.

B. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the procurement officer promptly and duly make the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have

prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time period for claim. Within thirty (30) days after receipt of a written change order under subsection (a) unless the period is extended by the procurement officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State or county is prejudiced by the delay in notification.

D. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

E. Other claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim as under the contract or for breach of contract.

4.5 PRICE ADJUSTMENT

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- B. By unit prices specified in the contract or subsequently agreed upon;
- C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- D. In such other manner as the parties may mutually agree; or
- E. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Hawaii Administrative Rules.

4.6 VARIATION IN QUANTITY

Upon agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of ten (10) percent provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

SECTION 5 - CONTROL OF WORK

5.1 AUTHORITY OF DIRECTOR - The Director shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, the manner of performance and rate of progress of the work, and compensation for work performed, interpretation of the contract and fulfillment of the contract on the part of the Contractor. The Director shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out properly and diligently. The decision of the Director shall be final.

5.2 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS - These specifications, plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

5.3 CLAIMS AND DISPUTES - The Contractor may give notice in writing to the procurement officer for claims that extra compensation, damages, or an extension of time for completion is due the Contractor for one or more of the following reasons:

- A. Requirements not clearly covered in the contract, or not ordered by the procurement officer as an extra work;
- B. Failure between the State and the Contractor to agree to an adjustment in price for a contract change order issued by the State; or
- C. An action or omission on the part of the procurement officer requiring performance changes within the scope of the contract.

The Contractor shall continue with performance of the contract in compliance with the directions or orders of the procurement officer, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- A. The notice in writing be given:
 - 1. Before the commencement of the work involved, if at that time the Contractor knows of such requirements or the occurrence of such actions or omissions; or
 - 2. Within thirty (30) calendar days after the

Contractor knows of such requirements or the occurrence of such action or omission if the Contractor did not have such knowledge before the commencement of the work; or

3. Within thirty (30) calendar days after receipt of the written contract change order that was not agreed upon by both parties; or

4. Within such further time as may be allowed by the procurement officer in writing.

B. The notice shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which the Contractor is entitled; and afford the procurement officer every facility for keeping records of the actual cost of work. Failure on the part of the Contractor to give such notification or to afford the procurement officer proper facilities for keeping strict account of actual cost shall constitute waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the procurement officer shall not in any way be construed to prove the validity of the claim.

The procurement officer will review the notice and render a decision. The procurement officer's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of the decision, the Contractor mails or otherwise furnishes a written appeal to the Director. The decision of the Director shall be final. Later notification of such claims shall not bar the Contractor's claim unless the State is prejudiced by the delay in notification. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given before final payment under this contract. Any adjustment in the contract price made pursuant to this clause shall be determined according to Section 4.5 - Price Adjustment.

The provisions of this Section shall not be construed as establishing any claims contrary to the terms of Section 4.4 - Changes and Claims for Adjustment.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any state officers and any Contractors from acting in collusion or bad faith in issuing or performing contract change orders which are clearly not within the scope of the contract.

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

6.1 DEFECTIVE MATERIALS - All materials not conforming to the requirements of these specifications or the special provisions shall be considered defective and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Director. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Director. Upon failure on the part of the Contractor to comply promptly with any order to remove and replace defective materials, the Director may remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

6.2 TRADE NAMES AND ALTERNATES - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials may be designated under a trade name or the name of a manufacturer and its information catalogue. The use of alternate equipment or an article or material which is of equal quality and of the required characteristics for the purposes intended will be permitted, subject to the written approval of the Director, in accordance with the following requirements:

A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Director. Bidders requesting qualification of alternate proprietary products must submit a request to the Director for review and approval at the earliest date possible, but in any event, such request must be received at the Contracts office not later than ten (10) days before the bid opening date, not including the bid opening date.

It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Director that the alternate brand is qualified. The evidence shall be transmitted with a covering letter which shall list the evidence submitted and the items for which the substitution is requested.

If the evidence accompanying a request for substitution is insufficient to qualify a particular

model, the request shall be denied provided that further evidence may be submitted to qualify the item five (5) days prior to the bid opening date if the initial request was made prior to the deadline set above.

B. SUBSTITUTION AFTER BID OPENING - Substitution of material or equipment will not be allowed after the bid opening date except under the following unforeseen circumstances:

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.
2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.
3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

A substitution request, regardless of reason, shall be fully explained in writing by the Contractor and shall include its justification for said request, the quantities and unit prices involved, quotations and such other documents as are deemed necessary to support the request. Any savings in cost will accrue to the State and any additional cost for the substituted items will be paid by the Contractor.

The burden of proof as to the comparative quality and suitability of alternate equipment, articles, or materials shall be upon the bidder or Contractor and bidder or Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Director. The Director shall be the sole judge as to the comparative quality and suitability of alternate equipment, articles or materials and the Director's decisions shall be final.

The above shall not be construed to mean that substitution for brand name specified materials and equipment will be allowed; the Director reserves the right to deny any request he deems irregular or not in the best interest of the State.

6.3 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS AND MATERIALS PURCHASED

A. Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalation clause.

B. Contractor and owner recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the owner. Therefore, contractor hereby assigns to owner any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to owner, subject to the aforementioned exception.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED - The Contractor shall comply with all federal, state, city and county laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto effective as of the date of the call for sealed proposals.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

7.2 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 PATENTS - The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees from all suits at law or actions of every nature, for or on account of the use of any patented materials, equipment, devices or processes.

7.4 RESPONSIBILITY FOR INJURY AND DAMAGE - The State, its officers, agents and employees shall not be held accountable in any manner for any loss or damage to the work or any part thereof, or for any of the materials and equipment used or employed in performing the work, or for any injury to any person or persons either workers or the public, or for any damage to property caused by the Contractor or its workers or any one employed by the Contractor. The Contractor shall be responsible for any liability imposed by law for any injury to any person or any damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The acceptance of the completed work of the Contractor by the Director shall not relieve the Contractor from any liability which may have accrued or may accrue as a result of the performance of the work by the Contractor. The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees, from all suits or actions of every name, kind and description, brought for or on account of

any injuries or damages sustained by any persons or property caused by the Contractor, its servants or agents, or by or on account of any act or omission of the Contractor or its servants or agents, regardless of whether such actions or any claim is brought against them or any one of them before or after the final acceptance of the work. In addition to any remedy authorized by law, the State may withhold payment of any money due to Contractor as shall be reasonable until disposition has been made of any suits or claims for injuries or damages.

It is not the intention of the parties to this contract to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injuries or property damage based on a contract theory of liability. In any event, the Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State from suits and claims for personal injuries or property damage where such injuries or damage are caused by the negligent acts or omissions of the Contractor, its agents or employees.

7.5 COOPERATION BETWEEN CONTRACTORS - Where two or more Contractors are employed on related or adjacent work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

7.6 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the acceptance of the contract, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expenses thereof.

7.7 NO PERSONAL LIABILITY - Neither the Director nor any other officer or authorized employee of the Department shall be personally responsible for any liability arising under the contract.

7.8 INSURANCE - Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage of the Contractor.

TYPES OF INSURANCE:

A. Workers' Compensation:

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregates. The General liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

All policies must provide that 30 days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Such insurance when accepted by the Director in writing shall become applicable and shall remain unmodified throughout the entire term of the contract and in no event shall be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the State. Such insurance aforementioned shall cover the State for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including other work performed outside of the work area, and all change orders.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

SECTION 8 - PROSECUTION AND PROGRESS

8.1 PROGRESS OF WORK - The Contractor shall diligently prosecute the work to completion within the time limit specified in the proposal. The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. Work shall commence on the date indicated in the "Notice to Proceed" letter from the State.

8.2 LIQUIDATED DAMAGES - Time is of the essence in this contract and in case the Contractor fails to complete the work within the time specified in the proposal, damages will be sustained by the State. Since the amount of damages is difficult and not possible of definite ascertainment and proof, the amount of such damages are fixed in advance at the sum shown in the proposal for each and every calendar (or working) day which the Contractor has delayed in the completion of this contract; and the Contractor shall pay such amount as liquidated damages, and not by way of penalty, and in case the same are not paid, the State may deduct such amount thereof from any monies due or that may become due the Contractor under this contract.

If the Contractor finds it impossible for reasons beyond its control to complete the work within the contract time as specified, the Contractor shall, within 10 days from the first day of notification from the manufacturer or supplier of any delay and prior to the expiration of the contract time, make a written request to the Director for an extension of time setting forth therein the reasons which the Contractor believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Director finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Director may extend the time for completion in such extension as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

8.3 TEMPORARY SUSPENSION OF WORK

A. Order to stop work. The Director, may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this section. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to

the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either:

1. Cancel the stop work order; or
2. Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.

B. Cancellation or expiration of the order. If a stop work order issued under this section is canceled or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly; if:

1. The stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
2. The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.

D. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

8.4 DEFAULT AND TERMINATION OF CONTRACT

A. Termination by Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the contractor in writing of the delay or non-performance and if not cured in ten (10) days or any

longer time specified in writing by the Director, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Director may procure similar goods or services in the manner and upon terms deemed appropriate by the Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

1. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State or county has an interest.

2. Compensation. Payment for completed goods delivered and accepted by the State shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the contractor's rights under chapter 3-126, HAR. The State may withhold from amounts due the contractor such sums as the Director deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

3. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance, if the contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be

deemed to be in default, unless the goods or services to be furnished by the subcontractor were unreasonably obtained from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Director shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

4. Erroneous termination for default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of the clause, or that the delay was excusable under the provisions of paragraph (3), Excuse for nonperformance or delayed performance of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

5. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for convenience. 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 shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

1. Contractor's obligation. The contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the contractor will 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. The Director

may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Right to goods. The Director may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the procurement officer:

- a. Any completed goods; and
- b. The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights hereinafter called "manufacturing material," as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the Director, protect and preserve property in the possession of the contractor in which the State has an interest. If the Director does not exercise this right, the contractor shall use the contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the State has breached the contract by exercise of the termination for convenience clause.

3. Compensation:

a. The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the contractor, if at all, an amount set in accordance with subparagraph c. below.

b. The Director and the contractor may agree to settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the

proceeds of any sales of goods and manufacturing materials under paragraph (2) of this clause, and the contract price of the work not terminated.

c. Absent complete agreement under subparagraph b above, the Director shall pay the contractor the following amounts, provided payments agreed to under subparagraph b. shall not duplicate payments under this subparagraph for the following:

(i) Contract prices for goods or services accepted under the contract;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (1) of this clause. These costs must not include costs paid in accordance with subparagraph (ii) above.

(iv) The reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement cost of the contractor reduced by the amount of

payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph b. of this paragraph, and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under subparagraphs b. and c. shall be in accordance with chapter 3-123, H.A.R. bearing on such claim.

8.5 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The contract will be considered complete when all work has been completed, the work accepted by the Director, and the final estimate paid. The Contractor will then be released from further obligation except as set forth in the contract and bond, when applicable.

SECTION 9 - PAYMENT

9.1 PAYMENT - The Contractor's bid price shall be inclusive of all costs, direct or indirect, including all taxes, required for the fulfillment of this contract.

Contract payments to the Contractor by the State shall be full payment, for furnishing all labor, and for furnishing and delivering all equipment, materials, supplies and other incidentals to the location(s) designated in these specifications.

9.2 PROGRESS PAYMENTS - If more than one shipment is required under these specifications, progress payments may be made to the Contractor after each shipment, provided the equipment materials, supplies, etc., furnished and delivered have satisfactorily met the requirements of these specifications. Five per cent (5%) of the amount of each progress payment shall be retained by the Department until the final acceptance of the work.

To expedite processing of all payments, for item(s) furnished and delivered to the Department, the Contractor shall forward an original and one copy of invoice with each shipment made to the recipient office.

Each invoice shall contain the following:

- A. Vendor's name, address and phone number.
- B. Contract or Purchase Order No.
- C. Description of item, the quantity, unit or lump sum price, sub-total and total.

9.3 FINAL ACCEPTANCE AND FINAL PAYMENT - Final acceptance means the acceptance in writing by the Director of the satisfactory completion of the work as provided under Section 8.5 followed by final payment in accordance with the Director's final estimate. The Department shall make final acceptance and payment promptly after the contract has been satisfactorily completed and final inspection made.

No payment will be made for any work which was not authorized by the Director in writing.

Final payment shall be made only after the issuance of the notice of final acceptance and after the Contractor has filed with the Director the following:

- A. Consent of the Contractor's surety, when applicable, of the final payment;

B. Satisfactory evidence by affidavit that all debts resulting from the contract have been fully paid or satisfactorily secured;

C. A current "Certificate of Vendor Compliance" issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor's compliance with (a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; (b) Chapters 383, 386, 392, and 393, HRS; and (c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

The filing of willfully false affidavits will disqualify the Contractor from bidding on future work of the Department.

SECTION 10 – FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT, SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS FOR TRAFFIC SIGNAL SYSTEM

10.1 DESCRIPTION OF WORK

This work consists of furnishing and delivering hardware, cables, controller equipment, signal heads, pedestrian signal and signal standards for traffic signal system including applicable accessories at the unit bid price in the Proposal Schedule or increased or decreased prices as specified in Section 10.9 Escalation Clause of the Specifications on an indefinite quantity/"as needed" basis during the Contract period for the Islands of Maui, Kauai, and Hawaii; and delivered to the place designated herein, all in accordance with the requirements of these Specifications, Standard Specifications, and as shown in Appendix A, Standard Plan, TE-32 of the Appendices.

The State gives no assurance to any Contractor that any specific quantity of material will be purchased.

10.2 GENERAL

Material product specifications can be found in Section 11.

10.3 MINIMUM QUANTITY OF STORED MATERIALS

- (A) Due to limited spaces in storage facilities in State baseyards, the Contractor shall store/stock a minimum quantity/inventory of ten (10%) percent of the estimated yearly quantity of each bid item in the Proposal Schedule in the Contractor's local storage facility. The stored items shall be readily available for furnishing and delivering to the Engineer upon request and upon the issuance of a Purchase Order. The Contractor shall maintain the above-mentioned minimum quantity/inventory of stored/stocked materials by continued replenishment. Storing shall be incidental to the cost of furnishing and delivering the specified materials.
- (B) The Engineer reserves the right to request the Contractor to furnish and deliver all estimated yearly quantity of each bid item in the Proposal Schedule upon the issuance of the Notice to Proceed or anytime during the term of the Contract. The Contractor shall have one hundred twenty (120) calendar days to deliver as specified in Section 10.5(D) 1.b of the Specifications.
- (C) To prolong the life of the specified materials, the Contractor shall protect the materials from the degradation effects of the weather and other elements or as prescribed by the manufacturer.

10.4 MINIMUM SINGLE ORDER

The Engineer shall place a minimum single order of materials, at a minimum dollar amount of twenty (20%) percent of the respective District’s total yearly estimated contract cost in the Proposal Schedule.

10.5 DELIVERY

(A) Description

DELIVERY shall mean **transporting** of the specified materials to the respective address below and **unloading** and **stacking**, as applicable, to a location as directed by the recipient Engineer. Cost of “delivery” as defined above shall be incidental to the cost of furnishing and delivering the specified materials. The Contractor shall transport, unload and stack the specified material, utilizing his or her own equipment and personnel or his or her subcontractor’s equipment and personnel.

(B) Coordination and Location of Delivery

All deliveries under this contract shall be coordinated with the Engineer or a duly authorized representative. Refer to Section 1.39, Engineer, of the Special Provisions for the definition of Engineer. Location of delivery and contact information is as follows:

Location of Delivery	Point of Contact
District Engineer – Maui District Highways Division, State DOT Kahului Baseyard 650 Palapala Drive Kahului, Hawaii 96732	Ms. Annette Matsuda Maintenance Engineer – Maui District Phone No. (808)873-3535 Email: annette.dh.matsuda@hawaii.gov
District Engineer – Kauai District Highways Division, State DOT Lihue Baseyard 1720 Haleukana Street Lihue, Hawaii 96766	Mr. Willy Ortal Maintenance Engineer – Kauai District Phone No. (808)241-3032 Email: willy.s.ortal@hawaii.gov
District Engineer – Hawaii District Highways Division, State DOT Hilo Baseyard 50 Makaala Street Hilo, Hawaii 96720	Mr. Harry Takiue District Engineer – Hawaii District Phone No. (808)896-3326 Email: harry.h.takiue@hawaii.gov

(C) Packaging and Marking

The material shall be packaged in clean, standardized, manufactured and convenient size, clean manufactured containers and marked for shipment in accordance with the respective address as specified in 10.5 (B) Coordination and

Location of Delivery, of this section, in the quantities indicated in the Purchase Order or Proposal, as applicable.

All cases shall be labeled to allow for quick identification of the contents.

Labeling shall contain the following information:

- | | |
|-----------------------------|---------------------------|
| 1. Material Description | 7. Contractor's Address |
| 2. Size | 8. Manufacturer's name |
| 3. Count | 9. Manufacturer's address |
| 4. Trade mark or trade name | 10. Contract number |
| 5. Date of manufacture | 11. Project number |
| 6. Contractor's name | |

The bid price shall include the cost of the containers, which shall become the property of the Department.

(D) Delivery Period and Capability

1. Sustained Delivery Capability

- a. Upon the request of materials and upon the issuance of Purchase Order from the Engineer, the Contractor shall have a maximum of fourteen (14) calendar days to furnish and deliver any material that is in storage at the Contractor's local storage facility as specified in Section 10.3(A) of the Specifications.
- b. When the Engineer's order of materials exceeds the quantity of materials that is available in the Contractor's inventory in the local storage facility, the Contractor shall have a maximum of one hundred twenty (120) calendar days to deliver the remaining quantity.
- c. The Contractor shall maintain this sustained delivery through continued replenishment of inventory throughout the term of the contract.
- d. Refer to Section 8.2 Liquidated Damages of the Special Provisions for the amount that shall be assessed from the Contractor for failure to deliver in accordance with this Section.

(E) Notification of Delivery

The Contractor shall have the shipper notify the recipient district by calling or emailing the point of contact as listed in Section 10.5 (B) Coordination and Location of Delivery of this Section, at least five (5) working days in advance as to the day and time of delivery. The day and time of delivery shall be subject to approval of the recipient Engineer.

(F) Inspection of Material

The Contractor and the Engineer shall make a visual and physical check of the materials delivered for damage, shortages, etc. Payment will not be processed until the Contractor and the Engineer have both concluded that the materials delivered meet the contract requirements.

10.6 CONTRACTOR SUBMITTAL

The Contractor shall submit the following as original documents to:

Construction and Maintenance Branch, Highways Division, Department of Transportation, 869 Punchbowl Street, Room 404, Honolulu, Hawaii 96813

Copies to each recipient district, for each of the materials described.

(A) **Material Certificate of Compliance** – shall certify that the materials delivered as specified in Section 10.2(A) of the Specifications conform to the requirements of the specifications. **All** materials shall require material certificate of compliance.

1. The notarized certificate shall include, as a minimum, the following data:
 - i. Name of manufacturer
 - ii. Material being certified
 - iii. Batch or lot number
 - iv. Applicable test results of finished products
 - v. Applicable specifications
 - vi. Date
 - vii. Statement of compliance by a responsible official (employee) of the Manufacturer. The Manufacturer's statement of compliance shall be endorsed by the Contractor and the Contractor's endorsement shall be notarized.
 - viii. Project identification
2. The Contractor shall require the manufacturer to furnish a material Certificate of Compliance for each new order of materials. The Contractor shall furnish the certificate to the offices as mentioned in Section 10.6, Contractor Submittal of the Specifications upon delivery of the required material. The Contractor shall endorse the manufacturer's statement of compliance as specified in Section 10.6(A) 1.vii of the Specifications.
3. The certificate of compliance may be reviewed by the Materials and Testing Branch and shall recommend acceptance or non-acceptance. Review process is estimated to be completed as early as five (5) working days but no later than ten (10) working days from the time of receipt of

the document(s). Construction and Maintenance Branch shall send a letter to the Contractor stating that the materials in the Certificate of Compliance are accepted or not accepted. Refer to Section 8.1, Progress of Work of the Special Provisions of this contract if the materials covered under the Certificate of Compliance are not accepted. The Construction and Maintenance Branch shall forward a copy of the approved/accepted Certificate of Compliance to each recipient district.

(A1) Letter of Intent (notarized) stating that the materials as specified in Section 10.2(A) of this section which shall be supplied in this contract shall be compliant to the Standard Specifications and/or manufacturer's specifications, the Standard Plans and these specifications.

(B) Warranty – The applicable warranty shall be submitted to the respective office as specified in Section 10.6 Contractor Submittal of this Section **upon delivery**. Such warranty or warranties shall be assigned to the State. Should any defect be encountered during the warranty period, the manufacturer shall be notified and he shall promptly correct such defect. If the defect requires factory correction, the manufacturer shall inform the State. The manufacturer will then remove and transport the defective accessory to the manufacturer's office. The manufacturer shall replace and install the defective accessory with an identical non-defective unit within thirty (30) calendar days from the date of receipt of such defective unit at his office. Packing, shipping to and from the factory, and correction or replacement shall be performed by the manufacturer as part of the warranty. Warranty shall be required for the following:

1. Controller Equipment

- i. The Controller shall secure from the manufacturer or manufacturers of all accessories furnished and delivered, a warranty or warranties guaranteeing all accessories from defects in materials, design, and workmanship for a period not less than twelve (12) months from the date of acceptance by the State.
- ii. **Extended warranty.** Since the material may be in storage at the Contractor's storage facility for approximately twelve (12) months, the Contractor shall secure an extended warranty of an additional twelve (12) months. The extended warranty shall be incidental to the cost of furnishing and delivering the specified material.

2. LED Programmable Visibility Signals

- i. As specified in Section 10.2(A)3 of the Specifications, the Contractor shall secure from the manufacturer or manufacturers of all accessories furnished and delivered, a warranty or warranties

guaranteeing all accessories from defects in materials, design, and workmanship for a period not less than five (5) years from the date of acceptance by the State.

- ii. **Extended warranty.** Since the material may be in storage at the Contractor's storage facility for approximately twelve (12) months, the Contractor shall secure an extended warranty of an additional twelve (12) months. The extended warranty shall be incidental to the cost of furnishing and delivering the specified material.

(C) Certification and Mill Test Reports for Traffic Signal Standards

1. Submittal shall be in accordance with Section 770.01 (D), Certification and Mill Test Reports of the Standard Specifications. Refer to Section 1.40, Standard Specifications of the Special Provisions for the definition of the Standard Specifications.
2. Shop drawings including detailed engineering computation. The Contractor shall, prior to ordering the materials from the manufacturer, submit this document to the respective offices in Section 10.6 Contractor Submittals of the Specifications for approval.
3. Materials Certificate of Compliance and Mill test Reports. These documents shall be submitted to the respective office in Section 10.6 Contractor Submittals of the Specifications upon delivery of the specified materials.

(D) Installation and Maintenance Training. Upon the Engineer's request, the Contractor, through the manufacturer, shall provide installation and maintenance training to each recipient district's personnel. Cost of training (i.e. materials, equipment and expertise used during the training, etc.) shall be incidental to furnishing and delivering materials that are required of this contract.

(E) Schedule of Submitting Required Documents

1. **Prior to award:** The Contractor shall submit the Letter of Intent (notarized) as specified in Sections 10.6 (A1) of this section and shall be received by the Project Manager no later than seven (7) working days from the date of request (date of receipt of the written request) from the State.

Failure by the bidder to submit: The bidder may be considered non-compliant with the requirements of the Specifications if the bidder fails to submit the specified documents no later than seven (7) working days from the date of request (date of receipt of the written request) from the State.

This failure may result in a rejection of bid by the Department of Transportation.

2. **Prior to ordering Traffic Signal Standards:**
 - (a) Shop drawings including detailed engineering computation as specified in Section 10.6(C) 2 of this section.
3. Upon each delivery:
 - a. **Material Certificate of Compliance:** Upon each order of materials by the Engineer, the Contractor shall require the manufacturer to furnish for all the materials as specified in Section 10.2(A) of this section. The Contractor shall furnish the certificate to the office as mentioned in section 10.6 Contractor Submittal, of the Specifications and the respective recipient district upon delivery of the required material.
 - i. The certificate of compliance may be reviewed by the Materials and Testing Branch and shall recommend acceptance or non-acceptance. Review process is estimated to be completed as early as five (5) working days but no later than ten (10) working days from the time of receipt of the document(s). The Construction and Maintenance Branch shall send a letter to the Contractor stating those materials in the Certificate of Compliance are accepted or not accepted. Refer to Section 8.1 Progress of Work of the Special Provisions of this contract if the materials covered under the Certificate of Compliance are not accepted. The Construction and Maintenance Branch shall forward a copy of the approved/accepted Certificate of Compliance to each recipient district.
 - b. **Warranty** as specified in Section 10.6 (B) of this section
 - c. **Mill Test Reports** as specified in Section 10.6 (C) 3 of this section
4. When there are **changes in the composition or manufacturing process of any material** as specified in this contract: Throughout the life of the contract including any contract extension(s), report any changes, in writing, in the composition or manufacturing process of any material as specified in this Contract to the Construction and Maintenance Branch. Any changes require a resubmission of Material Certificate of Compliance and review of the Materials and testing Branch as specified above.

10.7 TERM OF CONTRACT – The term of this contract shall be for twelve (12) months from the date indicated on the Notice to Proceed from the State unless renewed as provided for in Section 10.8 Option to Extend Term herein below.

10.8 OPTION TO EXTEND TERM - subject to the availability of State funds, this contract may be extended to four (4) additional twelve (12) month periods or parts thereof without the necessity for re-bidding upon agreement between the State and the Contractor in writing, provided the contract price for the extended period shall remain equal to or less than the initial bid price, with adjustments as provided in Section 10.9 Escalation Clause. The entire term of the Contract, including extensions, shall not exceed sixty (60) months.

10.9 ESCALATION CLAUSE – The Producer Price Index of the U.S. Department of Labor, Bureau of Labor Statistics shall be used for the following:

Copper and brass mill shapes, WPU 102502
 Steel pipe and tube, WPU 101706

During the contract extension process, the State shall automatically adjust the unit bid prices of the Proposal Schedule to match the index percentage change increases, following the sample computation below. There will be no prorated adjustments to the actual date of the increase. There will be no increase adjustments if line c is equal to zero or if the figure is negative.

Sample Computation

Line	Index Point Change	
a	Finished Goods Price Index at the date of contract extension (Current PPI)	107.50
b	Less Previous Index at the date of bid opening/previous contract extension	104.00
c	Equals Index Point Change	3.50

Line	Index Percentage Change	
c	Index Point Change (above)	3.50
d	Divided by the Less Previous Index at the date of bid opening/previous contract extension (line b)	104.00
e	Equals	0.034
f	Result multiplied by 100	.034 x 100
g	Equals percentage change	3.4

For more information on Producer Price Index, log onto the following link:

<https://www.bls.gov/ppi/faqs/questions-and-answers.htm>

10.10 MEASUREMENT AND PAYMENT

(A) Hardware, cables, controller equipment, signal heads, pedestrian signal and signal standards for traffic signal system and applicable accessories as specified in the Proposal, will be paid for at the contract price per unit, including applicable price increases in accordance with Section 10.8 Escalation Clause of the Specifications. Respective price will be full compensation for all materials, labor, equipment, taxes and incidentals, including bolts, washers and nuts as required, necessary to manufacture and to fabricate the hardware, cables, controller equipment, signal heads, pedestrian signal and signal standards for traffic signal system and applicable accessories, all in accordance with these Specifications and as shown on the Standard Plans details, and to furnish and deliver such material to the location designated in Section 10.5(B) of the Specifications.

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

Item	Reference
Storing specified materials	Section 10.3(A) of the Specifications
Cost of delivery (transporting, unloading and stacking)	Section 10.5(A) of the Specifications
Extended Warranty	Section 10.6(B) 1. ii and 10.6(B) 2. ii of the Specifications
Insurance	Section 7.8 Insurance of the Specifications

(B) Payment for purchases made will be made by Purchase Order. Refer to Section 9.2 Progress Payments of the Special Provisions for additional information on Purchase orders and processing invoices.

SECTION 11 – FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT, SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS FOR TRAFFIC SIGNAL SYSTEM

11.1 GENERAL

(A) Material

Materials shall conform to the Standard Specifications and the Standard Plans and/or manufacturer’s specifications, as applicable. Refer to Section 1.40, Standard Specifications and Section 1.41, Standard Plans of the Special Provisions for the definition of Standard Specifications and Standard Plans.

Material	Standard Specification Section
Brackets, Fittings and Hardware	623.02
Conductors and Cables for Traffic Signal System	770.06
Controller Equipment	770.05 and/or manufacturer’s specifications, as applicable
Traffic Signal Heads	770.02
Pedestrian Signal	770.04
Light Emitting Diode (LED) Traffic Signal Heads	770.02
LED Programmable Visibility Signals (refer for more information for Group F below)	770.02
Traffic Signal Standards	770.01

Supplement to the above Specifications:

1. Pedestrian Signal Push Button with Integral Sign:
 The pedestrian push button unit shall be secured to traffic poles with stainless steel screws, lock washer, and be tamper resistant, weatherproof, and constructed so that electrical shocks are impossible to receive. The assembly shall consist of a raised walking person, a raised arrow indication, and a push button.
 - a. The push button assembly housing shall be constructed of cast and/or machined aluminum. The housing shall be painted black and the raised walking person and arrow shall be painted white. The housing shall be capable of being mounted on the side or top of a pole with a minimum 2 inch diameter in an “up-button” or “down-button” configuration on the side or top of a pole with a

minimum 2-inch diameter, and shall be designed to reduce vandalism.

- b. The push button assembly shall be shockproof and rainproof. The pedestrian push button switch shall be a piezo electric type. The actuator button shall be 2-inches in diameter. The push button shall have an operating force in compliance with Americans with Disabilities Act (ADA) standards. A LED and audible tone are momentarily activated with the pedestrian call.
- c. A directional sign (conforming to ADA requirements) shall be installed with stainless steel fasteners to the housing. The raised walking person and arrows shall be directional. The sign shall be capable of being mounted in an “up button” or “down button” configuration and painted white.

2. Countdown Light Emitting Diode (LED) Pedestrian Signal Module.

The LED pedestrian traffic signal modules shall be designed as a retrofit replacement of the existing pedestrian traffic signal housing. The message-bearing surface of the module shall be supplied with an overlapping, full “UPRAISED HAND” and “WALKING PERSON” symbol that complies with Pedestrian Traffic Control Signal Indications (PTCSI) standard and the numbers 00 to 99 on the numerical countdown display. The numerical countdown display shall have 2 rows of LEDs and a minimum height of 7 inches. The modules shall use LEDs and conform with these specifications, and outlined shapes shall not be accepted. The LED pedestrian countdown signal modules shall not require special tools for installation, shall be weather tight, shall fit securely in the existing pedestrian housing, shall connect directly to existing electrical wiring, shall be operationally compatible with the currently used controller assemblies, and shall have a warranty of five years. Catastrophic failure of one LED light source shall not result in the loss of more than the light from that one LED. The LED pedestrian and countdown module shall be operationally compatible with conflict monitors. Each module shall include all necessary components to complete conversion, including gaskets. To ensure quality and performance, the pedestrian module shall be listed on the California Department of Transportation’s (CALTRANS) Qualified Products List (QPL) and meet the Institute of Transportation Engineering (ITE) standards.

- 3. LED Programmed Visibility Lamp (Red, Yellow, Green) module shall be a direct replacement for the incandescent lamps used in Programmable Visibility Traffic signal heads, the lamps shall be CALTRANS QPL certified, failure of single LED results in loss of light from that LED only,

120V operating voltage, 5-year manufacturer warranty, and power factor greater than 0.9.

(B) Product List

Bid Item	Description	Standard Spec Section
<u>1. Signal Intersection Control and Cabinet Systems</u>		
1	332 Standard Cabinet, 8-Phase, 4-Ped operation, Opticom compatible	770.05
2	332L Enhanced/Stretch Cabinet, 8-Phase, 4-Ped Operation, Opticom compatible, pre-wired for Battery Backup System and extra AC outlets	770.05
2a	Pole Mount NEMA 3R Cabinet Enclosure w/Police Panel	770.05
3	Video Detector System, 8-Phase, 4-Ped operation, Autoscope or equal	770.14
4	Radar Detector System, 8-Phase, 4-Ped operation, Wavetronix or equal	770.15
5	Infrared Detector System, 8-phase, 4-Ped operation, TrafiSense2 or equal	770.16
6	Hybrid Video Radar System, 8-phase, 4-Ped operation, Iteris or equal	770.17
7	Traffic Signal Performance Measures (SPM) Report System, Transparency SPM or equal	770.05
8	Conflict Monitor, 16 channel with Ethernet Port, 2010 ECLip or equal	770.05
9	Traffic Signal Controller, McCain Flex or equal, including Management Information Bases (MiB)	770.05
10	Traffic Signal Controller, Econolite Cobalt Controller or equal, including Management Information Bases (MiB)	770.05
11	Signal Preemption Module, Model 762 Opticom or equal	770.05
12	Signal Preemption Detector, Model 711 Opticom or equal	770.05
13	Isolator Card, Model 242 DC Isolator EDI or equal	770.05
14	Two-Channel Loop Detector Electronics Unit, Model 222 Vehicle Detector or equal	770.05
15	Detector Loop Amplifier, Model 262C or equal	770.05
16	Load Switch, Model 200 or equal	770.05
17	Flasher, Model 204 or equal	770.05
18	Power Supply Unit, Model 206 or equal	770.05
19	Flash Transfer Relays (FTR) Series 21- with rectifier diode	770.05
20	332 Cabinet Locks Replacement w/door alarm system	770.05
21	332 Cabinet Lock Programming Station, Key Charger and	770.05

	Accessories	
22	332 Cabinet Door Stopper Rod Latch	770.05
23	332 Cabinet Light Assembly	770.05
24	332 Cabinet Light Front Switch	770.05
25	332 Cabinet Light Rear Switch	770.05
26	332 Cabinet Fan Assembly	770.05
27	332 Cabinet Thermostat	770.05
28	332 Cabinet Door Air Filter	770.05
29	332 Cabinet Louvre Stainless Steel Filter Screen (Estimated Quantity in Square Feet)	770.05
30	332 Cabinet Front Door Anodized	770.05
31	332 Cabinet Rear Door w/ Hooks Anodized	770.05
32	Rugged Cellular Router w/ VPN, Digi TX64 5G or equal	770.05
33	Antenna - Cellular, 5G, compatible with DigiTX64 5G router or equal	770.05
33a	Cellular External Mount Antenna, First Net Capable	770.05
34	Rugged and High Capacity (256 GB or more) USB drive, Samsung MUF256BE3/AM or equal	770.05
35	Wireless Modem, [Non-QPL], Sierra Wireless, First Net Capable or equal	770.05
36	Video Transcoder, Hydra 265 or equal	770.13
37	Rack Mount Ethernet Switch, Moxa IKS 6726A or equal	770.05
<u>2. Power Backup</u>		
38	Nickel Zinc Battery Panel, 500W, ZincFive or equal	770.12
39	U.P.S. Inverter, 1000W, ZincFive or equal	770.12
40	U.P.S. Inverter, 1500W, ZincFive or equal	770.12
41	Power Interface Module (PIM), ZincFive or equal	770.12
42	Power Block 8 awg 3 pole 50 amp	770.12
43	Spacer Block, ZincFive or equal	770.12
44	Speedy Sleeve, ZincFive or equal	770.12
<u>3. Detector, Sensor and Camera Systems</u> (Each sensor and cabinet interface must include all mounting, power and communication accessories and software)		
45	Video Detection Camera, Autoscope or equal	770.14
46	Video Cabinet Interface, Autoscope Communications Manager or equal	770.14
47	Radar Advance/Extended Range Sensor, Wavetronix or equal	770.15
48	Radar Stop Bar Sensor, Wavetronix Matrix or equal	770.15
49	Radar Cabinet Interface, Wavetronix 656 or equal	770.16
50	Infrared Detection Camera, TrafiSense2 Thermal Sensor or equal	770.17
51	Infrared Cabinet Interface, TI-BPL2 EDGE or equal	770.17

52	Microwave Vehicle Motion Detector, MS Sedco TC-CK1-SBE INTERSECTOR or equal	770.18
53	Microwave Pedestrian Motion Detector, Marlin Controls SmartWalk 1400 or equal	770.19
54	Microwave Detection Transformer Cabinet Interface, MS-SEDCO INTERSECTOR HUB or equal	770.18
55	Closed-Circuit Television (CCTV) Camera w/ analytics, Cohu HD RISE 4260 HD or equal	770.13
<u>4. Traffic Signal Heads</u>		
56	3-Section Polycarbonate Head/housing, R,Y,G LED, Stainless Steel Parts	770.02
57	4-Section Polycarbonate Head/housing, RA,YA,YA, GA, Arrows LED, Stainless Steel Parts	770.02
58	3 Section Light Bank, R,Y,GA LED	770.02
59	3-Section Program Visibillity Light Bank R,Y,G LED – 3M or McCain or equal	770.02
60	3-Section Program Visibillity Light Bank RA,YA,GA LED –3M or McCain or equal	770.02
61	12" Solid State LED Red Ball	770.02
62	12" Solid State LED Yellow Ball	770.02
63	12" Solid State LED Green Ball	770.02
64	12" Solid State LED Red Arrow	770.02
65	12" LED Solid State Yellow Arrow	770.02
66	12" LED Solid State Green Arrow	770.02
67	12" LED Solid State Yellow/Green Arrow	770.02
68	Replacement Programmable Visible LED Bulb Red	770.02
69	Replacement Programmable Visible LED Bulb Yellow	770.02
70	Replacement Programmable Visible LED Bulb Green	770.02
71	3-Section Back Plate, with single slit, McCain or equal	770.02
72	4-Section Back Plate, with single slit, McCain or equal	770.02
73	3-Section Signal Head Back Plate, with single slit, LightHawk ALPOLIC 350 or equal	770.02
73a	4-Section Signal Head Back Plate, with single slit, LightHawk ALPOLIC 350 or equal	770.02
74	3-Section Signal Head Back Plate, with single slit, 3M Programmable Visibility or equal	770.02
75	4-Section Signal Head Back Plate, with single slit, McCain Programmable Visibility or equal	770.02
76	Aluminum Standard Signal Visor, dark green 12"	770.02
76a	Poly Standard Signal Visor, dark green 12"	770.02
<u>5. Pedestrian Signal</u>		
77	Pedestrian Countdown Signal Filled Hand/man w/Poly Housing, LED and Countdown Timer, All Stainless Steel parts	770.04

78	Pedestrian Signal Filled Hand/Man w/Countdown LED (w/o Housing)	770.04
79	Pedestrian Pushbutton Housing Only, Stainless Steel (Black)	770.04
80	ADA Pushbutton Raised Sign (Dual Arrow)	770.04
81	ADA Pushbutton Raised Sign (Left Arrow)	770.04
82	ADA Pushbutton Raised Sign (Right Arrow)	770.04
83	Pedestrian Push Button Extension assembly. 12"	770.04
84	Pedestrian Push Button Extension assembly. 18"	770.04
85	Pedestrian Push Button Extension assembly. 24"	770.04
86	Accessible Pedestrian System (APS), Touchless (Guardian Wave)	770.04
87	Pedestrian Pushbutton Electronic Piezo w/LED and Beep (black)	770.04

6. Solar Powered Roadside Flashing Assemblies

88	RRFB Pedestrian Crosswalk System - Tapco 2180-RRFB18 or Equivalent MUTCD 50 MPH	770.21
89	Radar Speed Feedback Sign - Traffic Logic Safespace Evolution 12 or Equivalent MUTCD 50 MPH	770.21
90	Flashing Beacon - Tapco LED Blinker 24/7 or Equivalent MUTCD 50 MPH	770.21

7. Brackets, Fittings and Hardware

91	Slip Fitter Collar 4-way, brass or bronze, SE-3176 or equal	623.02
92	Nipple 1-1/2" x 6", brass or bronze, SE 0469-6 or equal	623.02
93	Nipple 1-1/2" x 7", brass or bronze, SE 0469-7 or equal	623.02
94	Nipple 1-1/2" x 8", brass or bronze, SE 0469-8 or equal	623.02
95	Nipple 1-1/2" x 11", brass or bronze, SE 0469-11 or equal	623.02
96	Nipple 1-1/2" x 12", brass or bronze, SE 0469-12 or equal	623.02
97	Cast Nipple, brass or bronze, SE 0435 or equal	623.02
98	Serrated Elbow, brass or bronze, SE 4091 or equal	623.02
99	1-Way Cable Mount, 3-Section, Astro-Brac Galaxy AG-0125 or equal	623.02
100	1-Way Cable Mount, 4-Section, Astro-Brac Galaxy AG-0125 or equal	623.02
101	1-Way Cable Mount for OPS Signals, Astro-Brac Galaxy, 1-1/2" NPS AG-0151 or equal	623.02
102	Tubes, stainless steel, Astro Brac AB-2003-46-PNC or equal	623.02
103	Tubes, stainless steel, Astro Brac AB-2003-58-PNC or equal	623.02
104	Clamp Kit, Astro Brac AS-3009-96-SS-PNC or equal	623.02
105	1-Way Cable Mount, Astro-Brac Stellar Assy AS-0125-4-62-SS-PNC or equal	623.02
106	V-Bolt Kit, Astro Brac AB 0256-55 or equal	623.02
107	Band Mount, aluminum, 3/4" -14 NPT, Astro Mini-Brac AB-0155 or equal	623.02
108	Neoprene Gasket, SE 0345 or equal	623.02

109	Lockring, Serrated, Brass, SE-0360 or equal	623.02
110	Lockring, Serrated, Aluminum, SE-4360-PNC or equal	623.02
111	Support Tube, 1-1/2" x 48", brass or bronze, SE-0491-48 or equal	623.02
112	Support Tube, 1-1/2" x 60", brass or bronze, SE-0491-60 or equal	623.02
113	Brass Pipe Fitting, Center Support 4-Way, 1-1/2" NPS, SE-0496 or equal	623.02
114	Brass Pipe Fitting, Center Support 4-Way, 1-1/2" NPS Thread, SE-0305-SOE-P or equal	623.02
115	Brass Hub Plate, Large Pole, SE-0357 or equal	623.02
116	Brass Hub Plate, SE-4124 or equal	623.02
117	Hub Plate w/o Cable Guide, brass or bronze, 1-1/2", SE-4426 or equal	623.02
118	Roger Wrench with 10" Handle, SM-0173-10 or equal	623.02
119	Vertical Slip Tee, brass or bronze, SE-4022 or equal	623.02
120	Slip Fitter, brass or bronze, SE 3175 or equal	623.02
121	Serrated Elbow, brass or bronze, SE-4091 or equal	623.02
122	Horizontal Slip Tee, brass or bronze, SE-0474 or equal	623.02
123	Tube Cap, AB-0260 or equal	623.02
124	Tee, brass or bronze, SE-0471 or equal	623.02
125	Brass Pipe, 20' length, 1-1/2"	623.02
125a	Type 3/3R Junction Box, Eaton B-Line 18128 RTSC NK SS4 or equal	770.22
125b	Junction Box, Eaton B-Line U214 MTB SS Meter Main or equal	770.22
<u>8. Cables</u>		
126	Stranded #14, Four(4) Conductor Cable, IMSA 20-1 (1,000 Foot Spool)	770.06
127	Stranded #14, Two (2) Conductor Cable, Type 2 (1,000 Foot Spool)	770.06
128	Stranded #14, Twenty-six (26) Conductor Cable, Type 2 IMSA 20-1 (1,000 Foot Spool)	770.06
129	Stranded #12, one(1) Conductor Cable For Detector Loops, IMSA 51-5 (1,000 Foot Spool)	770.06
130	8 awg Wire Stranded Colors, Green, White, Black and Red, THHN, 1000' Spool	770.06
131	Cat 6 Data Cable, UTP Outdoor Rated 500' Boxed or Spool	770.06
132	6 awg Bare Copper, 500' Spool	770.06
133	8 awg Bare Copper, 500' Spool	770.06
134	Detector Cable, Opticom 138 IR (1,000 Foot Spool) or equal	770.06
<u>9. Traffic Signal Poles</u>		
135	Type I, 8 foot Standard Traffic Pole	770.01
136	Type I, 10 Feet, Standard Traffic Pole	770.01
137	Type I, 12 foot Standard Traffic Pole	770.01

138	Type I, 14 foot Standard Traffic Pole	770.01
139	Type I, 18 Feet, Standard Traffic Pole	770.01
10. Tools		
140	Load Switch Analyzer	770.20
141	Work Station Soldering Set, PACE MBT250A or equal	770.20
142	Field Soldering Irons	770.20
143	Cabinet Display Panel with Overlaps	770.20
144	Ethernet Cable Tester	770.20
145	Modular Plug Crimping Tool	770.20
146	Ethernet Modular Plugs (Male/Female)	770.20
147	Conflict Monitor Tester	770.20
148	Heavy Duty Banding Tool, BAND-IT C00369 or equal	770.20
148a	Heavy Duty Band-It Tool, cordless/battery , UL4000-D or equal	770.20
148b	Band-It 304 STAINLESS STEEL band, Pelco US-8122-06 or equal, 100 foot	770.20
148c	Band-It 201 SS Buckle, US-8122-56 or equal, QTY 100/box	770.20
149	Rugged Laptop, Dell Latitude 7424 Extreme or equal	770.20
150	Loop Finder, Model LF-22 or equal	770.20
151	GTT OPTICOM compatible Emitter, Tomar T792HLB-20V or equal	770.20
152	170/2070 Controller Tester, compatible with McCain Flex or equal	770.20
153	Cabinet Test Display, McCain or equal	770.20

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

APPENDICES

Contents:

Appendix A – Standard Plan TE-32, Type I & II Traffic Signal System Miscellaneous Details

Appendix B – Sample - Invoice

Appendix C – Sample – Satisfactory Evidence by Affidavit for Final Payment

Appendix B
SAMPLE – INVOICE
TRAFFIC SIGNAL SYSTEM SUPPLY CO.

1234 ANY STREET, HONOLULU, HAWAII 12345 PHONE: (808)123-4567 EMAIL@EMAIL.COM

(Bill separately to corresponding recipient District. Refer to Section 9.2, Progress Payments of the Special Provisions for the different billing addresses)

Bill to: District Engineer – Maui District
 Highways Division
 Department of Transportation
 650 Palapala Drive
 Kahului, Hawaii 96732

Date: _____
 Invoice No.: _____
 Purchase Order No. _____
 Contract No: _____
 Project No: HWY-C-06-21
 Date of Delivery: _____

Project Title: Furnishing and Delivering Hardware, Cables, Controller Equipment, Signal Heads, Pedestrian Signal and Signal Standards for Traffic Signal System, Islands of Maui, Kauai and Hawaii

Bid Item No.	Description	Qty	Unit	Unit Price	Amount
36	Controller, Cobalt TM or equivalent	15	EA	\$ _____	\$ _____
37	Load Switch	30	EA	\$ _____	\$ _____
38	Flasher	25	EA	\$ _____	\$ _____
Subtotal					\$ _____
Less Liquidated Damages per Section 8.2 Liquidated Damages of the Special Provisions					\$ _____
Subtotal					\$ _____
Less 5% Retainage per Section 9.2 Progress Payments, of the Specifications and Special Provisions					\$ _____
Total Amount Due					\$ _____

I hereby certify that this is an original invoice and payment has not been received.

 First J. Name
 President
 Traffic Signal System Supply Co.

Appendix C

SAMPLE – SATISFACTORY EVIDENCE BY AFFIDAVIT FOR FINAL PAYMENT

TRAFFIC SIGNAL SYSTEM SUPPLY CO.

1234 ANY STREET, HONOLULU, HAWAII 12345 PHONE: (808)123-4567 EMAIL@EMAIL.COM

(Pursuant to Section 9.3.B of the Specifications, final payment will only be made if the Contractor has received final acceptance notification and has submitted this completed document)

Date:

State of Hawaii
Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir/Madam:

Pursuant to Section 9.3.B of the Specifications, I hereby certify that all debts resulting from Contract No. _____, Project No. HWY-C-06-21, Project Title: Furnishing and Delivering Hardware, Cables, Controller Equipment, Signal Heads, Pedestrian Signal and Signal Standards for Traffic Signal System, Islands of Maui, Kauai and Hawaii, have been fully paid or satisfactorily secured.

Cordially,

First J. Name
President
Traffic Signal System Supply Co.

Subscribed and sworn to me
this _____ day of _____

Notary Public, First Judicial Circuit,
State of Hawaii

My Commission Expires:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

PROJECT: FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT, SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS FOR TRAFFIC SIGNAL SYSTEM, ISLANDS OF MAUI, KAUAI AND HAWAII

PROJECT NO: HWY-C-06-21

CONTRACT TIME: TWELVE (12) MONTHS from date indicated in the Notice to Proceed from the Department with options to extend as specified in Section 10.8 Option to Extend Term, of the Specifications

DELIVERY PERIOD: *Refer to Section 10.5(D) Delivery Period and Capability, of the Specifications*

LIQUIDATED DAMAGES: Refer to Section 8.2 Liquidated Damages, of the Special Provisions

NOTE: **BID, PERFORMANCE AND PAYMENT BONDS ARE NOT REQUIRED FOR THIS PROJECT.**

Director of Transportation
AliiAIMoku Hale
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

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

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

Matls. & Serv.
r12/2020

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

Receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the specifications, the notice to bidders, the special provisions, if any, the proposal, the plans, if any, and the contract form.

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

Addendum No. 1 _____ Addendum No. 3 _____
Addendum No. 2 _____ Addendum No. 4 _____

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

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

*Hawaii General Excise Tax License No. _____

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign on behalf of the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above with the signature(s) of the general partner(s) authorized to sign contracts on behalf of the partnership. Please attach to this page current (not more than six months old) evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed in the space provided therefore on page PF-4.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department prior to the opening of bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

*Bidder will be considered an out-of-state vendor if Hawaii General Excise Tax License No. is not indicated. See Section 2.8 Out-of-State Bidders of the Specifications.

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

1. SIGNAL INTERSECTION CONTROL AND CABINET SYSTEMS (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
1	332 Standard Cabinet, 8-Phase, 4-Ped operation	1	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	1	\$ _____	\$ _____
2	332L Enhanced/Stretch Cabinet, 8-Phase, 4-Ped Operation, pre-wired for BBS and extra AC outlets	4	\$ _____	\$ _____	4	\$ _____	\$ _____	4	\$ _____	\$ _____
2a	Pole Mount NEMA 3R Cabinet Enclosure w/Police Panel	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	0	\$ 00.00	\$ 00.00
3	Video Detector System, 8-Phase, 4-Ped operation, Autoscope or equal	5	\$ _____	\$ _____	4	\$ _____	\$ _____	5	\$ _____	\$ _____
4	Radar Detector System, 8-Phase, 4-Ped operation, Wavetronix or equal	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____
5	Infrared Detector System, 8-phase, 4-Ped operation, TraffiSense2 or equal	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____
6	Hybrid Video Radar System, 8-phase, 4-Ped operation, Iteris or equal	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

1. SIGNAL INTERSECTION CONTROL AND CABINET SYSTEMS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
7	Traffic Signal Performance Measures (SPM) Report System, Transparency or equal	1	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	1	\$ _____	\$ _____
8	Conflict Monitor, 16 channel with Ethernet Port, 2010ECLip or equal	90	\$ _____	\$ _____	20	\$ _____	\$ _____	90	\$ _____	\$ _____
9	Traffic Signal Controller, McCain Flex or equal	8	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	8	\$ _____	\$ _____
10	Traffic Signal Controller, Econolite Cobalt Controller or equal	1	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
11	Signal Preemption Module, Model 762 Opticom or equal	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____
12	Signal Preemption Detector, Model 711 Opticom or equal	50	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	50	\$ _____	\$ _____
13	Isolator Card, Model 242 DC Isolator EDI or equal	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

1. SIGNAL INTERSECTION CONTROL AND CABINET SYSTEMS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
14	Two-Channel Loop Detector Electronics Unit, Model 222 Vehicle Detector or equal	8	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	8	\$ _____	\$ _____
15	Detector Loop Amplifier, Model 262C or equal	6	\$ _____	\$ _____	10	\$ _____	\$ _____	6	\$ _____	\$ _____
16	Load Switch, Model 200 or equal	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
17	Flasher, Model 204 or equal	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
18	Power Supply Unit, Model 206 or equal	6	\$ _____	\$ _____	10	\$ _____	\$ _____	6	\$ _____	\$ _____
19	Flash Transfer Relays, (FTR) Series 21- with rectifier diode	12	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	12	\$ _____	\$ _____
20	332 Cabinet Locks Replacement w/door alarm system	180	\$ _____	\$ _____	40	\$ _____	\$ _____	180	\$ _____	\$ _____
21	332 Cabinet Lock Programming Station, Key Charger and Accessories	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____
22	332 Cabinet Door Stopper Rod Latch	50	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	50	\$ _____	\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

1. SIGNAL INTERSECTION CONTROL AND CABINET SYSTEMS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
23	332 Cabinet Light Assembly	50	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	50	\$ _____	\$ _____
24	332 Cabinet Light Front Switch	25	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	25	\$ _____	\$ _____
25	332 Cabinet Light Rear Switch	25	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	25	\$ _____	\$ _____
26	332 Cabinet Fan Assembly	50	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	50	\$ _____	\$ _____
27	332 Cabinet Thermostat	50	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	50	\$ _____	\$ _____
28	332 Cabinet Door Air Filter	200	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	200	\$ _____	\$ _____
29	332 Cabinet Louvre Stainless Steel Filter Screen (estimated quantity in sq ft)	125	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	125	\$ _____	\$ _____
30	332 Cabinet Front Door Anodized	6	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	6	\$ _____	\$ _____
31	332 Cabinet Rear Door w/ Hooks Anodized	6	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	6	\$ _____	\$ _____
32	Rugged Cellular Router w/ VPN, Digi TX64 5G or equal	90	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

1. SIGNAL INTERSECTION CONTROL AND CABINET SYSTEMS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
33	Antenna - Cellular, 5G, compatible with DigiTX64 5G router or equal	90	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	20	\$ _____	\$ _____
33a	Cellular External Mount Antenna, First Net Capable	0	\$ 00.00	\$ 00.00	5	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00
34	Rugged and High Capacity (256 GB or more) USB thumb drive, Samsung MUF256BE3/AM or equal	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____
35	Wireless Modem, [Non- QPL], First Net capable	0	\$ 00.00	\$ 00.00	20	\$ _____	\$ _____	1	\$ _____	\$ _____
36	Video Transcoder, Hydra 265 or equal	40	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	40	\$ _____	\$ _____
37	Rack Mount Ethernet Switch, Moxa IKS 6726A or equal	90	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
SUBTOTAL 1 (SUM OF BID ITEMS NOS. 1 THRU 37 FOR EACH RESPECTIVE DISTRICT)				\$ _____			\$ _____			\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

2. POWER BACKUP (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
38	Nickel Zinc Battery Panel, 500W, ZincFive or equal	90	\$_____	\$_____	50	\$_____	\$_____	50	\$_____	\$_____
39	U.P.S. Inverter, 1000W, ZincFive or equal	1	\$_____	\$_____	2	\$_____	\$_____	1	\$_____	\$_____
40	U.P.S. Inverter, 1500W, ZincFive or equal	1	\$_____	\$_____	0	\$ 00.00	\$ 00.00	1	\$_____	\$_____
41	Power Interface Module (PIM), ZincFive or eqia;	1	\$_____	\$_____	2	\$_____	\$_____	1	\$_____	\$_____
42	Power Block 8 awg 3 pole 50 amp	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
43	Spacer Block, ZincFive or equal	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
44	Speedy Sleeve, ZincFive or equal	2	\$_____	\$_____	1	\$_____	\$_____	2	\$_____	\$_____
SUBTOTAL 2 (SUM OF BID ITEMS NOS. 38 THRU 44 FOR EACH RESPECTIVE DISTRICT)				\$_____			\$_____			\$_____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

3. DETECTOR, SENSOR AND CAMERA SYSTEMS (See Section 11.1 (B) for More Bid Item Information)
(Each sensor and cabinet interface must include all mounting, power and communication accessories and software)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
45	Video Detection Camera, Autoscope or equal	5	\$ _____	\$ _____	5	\$ _____	\$ _____	5	\$ _____	\$ _____
46	Video Cabinet Interface, Autoscope Comm Manager or equal	5	\$ _____	\$ _____	5	\$ _____	\$ _____	5	\$ _____	\$ _____
47	Radar Advance/Extended Range Sensor, Wavetronix or equal	5	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	5	\$ _____	\$ _____
48	Radar Stop Bar Sensor, Wavetronix Matrix or equal	5	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	5	\$ _____	\$ _____
49	Radar Cabinet Interface, Wavetronix 656 or equal	5	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	5	\$ _____	\$ _____
50	Infrared Detection Camera, TrafiSens2 or equal	1	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	1	\$ _____	\$ _____
51	Infrared Cabinet Interface, TI-BPL2 EDGE or equal	1	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	1	\$ _____	\$ _____
52	Microwave Vehicle Motion Detector, MS Sedco TC-CK1-SBE INTERSECTOR or equal	4	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	4	\$ _____	\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

3. DETECTOR, SENSOR AND CAMERA SYSTEMS (cont'd) (See Section 11.1 (B) for More Bid Item Information)
(Each sensor and cabinet interface must include all mounting, power and communication accessories and software)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
53	Microwave Pedestrian Motion Detector, Marlin Controls SmartWalk 1400 or equal	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____
54	Microwave Detection Transformer Cabinet Interface, MS-SEDCO INTERSECTOR HUB or equal	6	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	0	\$ 00.00	\$ 00.00
55	Closed-Circuit Television (CCTV) Camera w/ analytics, CohuHD or equal	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	0	\$ 00.00	\$ 00.00
SUBTOTAL 3 (SUM OF BID ITEMS NOS. 45 THRU 55 FOR EACH RESPECTIVE DISTRICT)				\$ _____			\$ _____			\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

4. TRAFFIC SIGNAL HEADS (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
56	3-Section Polycarbonate Head/housing, R,Y,G LED, SS Parts	80	\$ _____	\$ _____	20	\$ _____	\$ _____	80	\$ _____	\$ _____
57	4-Section Polycarbonate Head/housing, RA,YA,YA, GA, Arrows LED, SS Parts	30	\$ _____	\$ _____	20	\$ _____	\$ _____	30	\$ _____	\$ _____
58	3-Section Light Bank, R,Y,GA LED	30	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	30	\$ _____	\$ _____
59	3-Section Program Visibility Light Bank R,Y,G LED - 3M/McCain or equal	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____
60	3-Section Program Visibility Light Bank RA,YA,GA LED - 3M/McCain or equal	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____
61	12" Solid State LED Red Ball	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
62	12" Solid State LED Yellow Ball	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
63	12" Solid State LED Green Ball	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

4. TRAFFIC SIGNAL HEADS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
64	12" Solid State LED Red Arrow	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
65	12" LED Solid State Yellow Arrow	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
66	12" LED Solid State Green Arrow	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
67	12" LED Solid State Yellow/Green Arrow	20	\$ _____	\$ _____	20	\$ _____	\$ _____	20	\$ _____	\$ _____
68	Replacement Programmable Visible LED Blub Red	25	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	25	\$ _____	\$ _____
69	Replacement Programmable Visible LED Blub Yellow	25	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	25	\$ _____	\$ _____
70	Replacement Programmable Visible LED Blub Green	25	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	25	\$ _____	\$ _____
71	3-Section Back Plate, McCain or equal, w/ single slit	100	\$ _____	\$ _____	10	\$ _____	\$ _____	100	\$ _____	\$ _____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

4. TRAFFIC SIGNAL HEADS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
72	4-Section Back Plate, McCain or equal, w/ single slit	20	\$_____	\$_____	10	\$_____	\$_____	20	\$_____	\$_____
73	3-Section Signal Head Back Plate, LightHawk ALPOLIC 350 or equal w/ single slit	200	\$_____	\$_____	0	\$ 00.00	\$ 00.00	20	\$_____	\$_____
73a	4-Section Signal Head Back Plate, LightHawk ALPOLIC 350 or equal w/ single slit	100	\$_____	\$_____	0	\$ 00.00	\$ 00.00	20	\$_____	\$_____
74	3-Signal Head Back Plate, 3M Programmable Visibility or equal, w/ single slit	10	\$_____	\$_____	0	\$ 00.00	\$ 00.00	20	\$_____	\$_____
75	4-Signal Head Back Plate, McCain Programmable Visibility or equal, w/ single slit	20	\$_____	\$_____	0	\$ 00.00	\$ 00.00	20	\$_____	\$_____

PROPOSAL SCHEDULE
FOR
FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
FOR TRAFFIC SIGNAL SYSTEM
PROJECT NO. HWY-C-06-21
ISLANDS OF MAUI, KAUAI AND HAWAII

4. TRAFFIC SIGNAL HEADS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
76	Aluminum Standard Signal Visor dark green 12"	150	\$_____	\$_____	0	\$ 00.00	\$ 00.00	150	\$_____	\$_____
76a	Poly Standard Signal Visor dark green 12"	100	\$_____	\$_____	20	\$_____	\$_____	10	\$_____	\$_____
<u>SUBTOTAL 4</u> (SUM OF BID ITEMS NOS. 56 THRU 76a FOR EACH RESPECTIVE DISTRICT)				\$_____			\$_____			\$_____

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5. PEDESTRIAN SIGNAL (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
77	Pedestrian Countdown Signal Filled Hand/man w/Poly Housing, LED and Countdown Timer, All SS parts	70	\$_____	\$_____	10	\$_____	\$_____	70	\$_____	\$_____
78	Pedestrian Signal Filled Hand/Man w/Countdown LED (w/o Housing)	10	\$_____	\$_____	10	\$_____	\$_____	10	\$_____	\$_____
79	Pedestrian Pushbutton Housing Only, Stainless Steel (Black)	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
80	ADA Pushbutton Raised Sign (Dual Arrow)	10	\$_____	\$_____	0	\$ 00.00	\$ 00.00	10	\$_____	\$_____
81	ADA Pushbutton Raised Sign (Left Arrow)	25	\$_____	\$_____	10	\$_____	\$_____	25	\$_____	\$_____
82	ADA Pushbutton Raised Sign (Right Arrow)	25	\$_____	\$_____	10	\$_____	\$_____	25	\$_____	\$_____
83	Pedestrian Push Button Extension assembly. 12"	2	\$_____	\$_____	0	\$_____	\$_____	1	\$_____	\$_____

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ISLANDS OF MAUI, KAUAI AND HAWAII

5. PEDESTRIAN SIGNAL (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
84	Pedestrian Push Button Extension assembly. 18"	2	\$_____	\$_____	0	\$ 00.00	\$ 00.00	2	\$_____	\$_____
85	Pedestrian Push Button Extension assembly. 24"	2	\$_____	\$_____	0	\$ 00.00	\$ 00.00	2	\$_____	\$_____
86	Accessible Pedestrian System (APS), Touchless (Guardian Wave)	10	\$_____	\$_____	10	\$_____	\$_____	10	\$_____	\$_____
87	Pedestrian Pushbutton Electronic Piezo w/LED and Beep (black)	70	\$_____	\$_____	10	\$_____	\$_____	70	\$_____	\$_____
SUBTOTAL 5 (SUM OF BID ITEMS NOS. 77 THRU 87 FOR EACH RESPECTIVE DISTRICT)				\$_____			\$_____			\$_____

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6. SOLAR POWERED ROADSIDE FLASHING ASSEMBLIES (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
88	RRFB Pedestrian Crosswalk System - Tapco 2180-RRFB18 or Equivalent MUTCD 50 MPH	20	\$ _____	\$ _____	20	\$ _____	\$ _____	10	\$ _____	\$ _____
89	Radar Speed Feedback Sign, Traffic Logic Safespace Evolution 12 or Equivalent MUTCD 50 MPH	20	\$ _____	\$ _____	20	\$ _____	\$ _____	10	\$ _____	\$ _____
90	Flashing Beacon - Tapco LED Blinker 24/7 or Equivalent MUTCD	20	\$ _____	\$ _____	20	\$ _____	\$ _____	10	\$ _____	\$ _____
SUBTOTAL 6 (SUM OF BID ITEMS NOS. 88 THRU 90 FOR EACH RESPECTIVE DISTRICT)				\$ _____			\$ _____			\$ _____

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7. **BRACKETS, FITTINGS AND HARDWARE** (See Section 11.1 (B) for More Bid Item Information)
FOR MAUI AND HAWAII DISTRICTS – ALL THREADS AND FITTINGS SHALL BE NPS WITH STAINLESS STEEL LOCK BOLTS
FOR KAUAI DISTRICT – ALL THREADS AND FITTINGS SHALL BE NPT

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
91	Slip Fitter Collar 4-way, brass or bronze, SE-3176 or equal	25	\$_____	\$_____	10	\$_____	\$_____	25	\$_____	\$_____
92	Nipple 1-1/2" x 6", brass or bronze, SE 0469-6 or equal	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
93	Nipple 1-1/2" x 7", brass or bronze, SE 0469-7 or equal	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
94	Nipple 1-1/2" x 8", brass or bronze, SE 0469-8 or equal	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
95	Nipple 1-1/2" x 11", brass or bronze, SE 0469-11 or equal	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
96	Nipple 1-1/2" x 12", brass or bronze, SE 0469-12 or equal	50	\$_____	\$_____	10	\$_____	\$_____	50	\$_____	\$_____
97	Cast Nipple, brass or bronze, SE 0435 or equal	75	\$_____	\$_____	0	\$ 00.00	\$ 00.00	75	\$_____	\$_____
98	Serrated Elbow, brass or bronze, SE 4091 or equal	125	\$_____	\$_____	10	\$_____	\$_____	5	\$_____	\$_____

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7. **BRACKETS, FITTINGS AND HARDWARE (cont'd)** (See Section 11.1 (B) for More Bid Item Information)

**FOR MAUI AND HAWAII DISTRICTS – ALL THREADS AND FITTINGS SHALL BE NPS WITH STAINLESS STEEL LOCK BOLTS
FOR KAUAI DISTRICT – ALL THREADS AND FITTINGS SHALL BE NPT**

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
99	1-Way Cable Mount, 3- Section, Astro-Brac Galaxy AG-0125 or equal	20	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	20	\$ _____	\$ _____
100	1-Way Cable Mount, 4- Section, Astro-Brac Galaxy AG-0125 or equal	5	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	5	\$ _____	\$ _____
101	1-Way Cable Mount for OPS Signals, Astro-Brac Galaxy, 1-1/2" NPS AG- 0151 or equal	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____
102	Tubes, stainless steel, Astro Brac AB-2003-46- PNC or equal	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00
103	Tubes, stainless steel, Astro Brac AB-2003-58- PNC or equal	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00
104	Clamp Kit, Astro Brac AS-3009-96-SS-PNC or equal	6	\$ _____	\$ _____	10	\$ _____	\$ _____	6	\$ _____	\$ _____

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7. BRACKETS, FITTINGS AND HARDWARE (cont'd) (See Section 11.1 (B) for More Bid Item Information)
**FOR MAUI AND HAWAII DISTRICTS – ALL THREADS AND FITTINGS SHALL BE NPS WITH STAINLESS STEEL LOCK BOLTS
FOR KAUAI DISTRICT – ALL THREADS AND FITTINGS SHALL BE NPT**

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
105	1-Way Cable Mount, Astro-Brac Stellar Assy AS-0125-4-62-SS-PNC or equal	6	\$ _____	\$ _____	10	\$ _____	\$ _____	6	\$ _____	\$ _____
106	V-Bolt Kit, Astro Brac AB 0256-55 or equal	25	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	25	\$ _____	\$ _____
107	Band Mount, aluminum, 3/4" -14 NPT, Astro Mini-Brac AB-0155 or equal	8	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	8	\$ _____	\$ _____
108	Neoprene Gasket, SE 0345 or equal	100	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	100	\$ _____	\$ _____
109	Lockring, Serrated, Brass, SE-0360 or equal	25	\$ _____	\$ _____	20	\$ _____	\$ _____	25	\$ _____	\$ _____
110	Lockring, Serrated, Aluminum, SE-4360- PNC or equal	0	\$ 00.00	\$ 00.00	0	\$ 00.00	\$ 00.00	5	\$ _____	\$ _____
111	Support Tube, 1-1/2" x 48", brass or bronze, SE- 0491-48 or equal	30	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	30	\$ _____	\$ _____

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7. BRACKETS, FITTINGS AND HARDWARE (cont'd) (See Section 11.1 (B) for More Bid Item Information)
**FOR MAUI AND HAWAII DISTRICTS – ALL THREADS AND FITTINGS SHALL BE NPS WITH STAINLESS STEEL LOCK BOLTS
FOR KAUAI DISTRICT – ALL THREADS AND FITTINGS SHALL BE NPT**

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
112	Support Tube, 1-1/2" x 60", brass or bronze, SE-0491-60 or equal	30	\$ _____	\$ _____	10	\$ _____	\$ _____	30	\$ _____	\$ _____
113	Brass Pipe Fitting, Center Support 4-Way, 1-1/2" NPS, SE-0496 or equal	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00
114	Brass Pipe Fitting, Center Support 4-Way, 1-1/2" NPS Thread, SE-0305-SOE-P or equal	25	\$ _____	\$ _____	10	\$ _____	\$ _____	25	\$ _____	\$ _____
115	Brass Hub Plate, Large Pole, SE-0357 or equal	10	\$ _____	\$ _____	10	\$ _____	\$ _____	10	\$ _____	\$ _____
116	Brass Hub Plate, SE-4124 or equal	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____	1	\$ _____	\$ _____
117	Hub Plate w/o Cable Guide, brass or bronze, 1-1/2", SE-4426 or equal	50	\$ _____	\$ _____	10	\$ _____	\$ _____	50	\$ _____	\$ _____
118	Roger Wrench with 10" Handle, SM-0173-10 or equal	2	\$ _____	\$ _____	10	\$ _____	\$ _____	2	\$ _____	\$ _____

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7. BRACKETS, FITTINGS AND HARDWARE (cont'd) (See Section 11.1 (B) for More Bid Item Information)
**FOR MAUI AND HAWAII DISTRICTS – ALL THREADS AND FITTINGS SHALL BE NPS WITH STAINLESS STEEL LOCK BOLTS
FOR KAUAI DISTRICT – ALL THREADS AND FITTINGS SHALL BE NPT**

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
119	Vertical Slip Tee, brass or bronze, SE-4022 or equal	50	\$ _____	\$ _____	10	\$ _____	\$ _____	50	\$ _____	\$ _____
120	Slip Fitter, brass or bronze, SE-3175 or equal	0	\$ 00.00	\$ 00.00	10	\$ _____	\$ _____	5	\$ _____	\$ _____
121	Serrated Elbow, brass or bronze, SE-4091 or equal	25	\$ _____	\$ _____	10	\$ _____	\$ _____	25	\$ _____	\$ _____
122	Horizontal Slip Tee, brass or bronze, SE-0474 or equal	25	\$ _____	\$ _____	10	\$ _____	\$ _____	25	\$ _____	\$ _____
123	Tube Cap, AB-0260 or equal	10	\$ _____	\$ _____	10	\$ _____	\$ _____	1	\$ _____	\$ _____
124	Tee, brass or bronze, SE-0471 or equal	25	\$ _____	\$ _____	10	\$ _____	\$ _____	25	\$ _____	\$ _____
125	Brass Pipe, 20' length, 1-1/2"	2	\$ _____	\$ _____	60	\$ _____	\$ _____	2	\$ _____	\$ _____
125a	Type 3/3R Junction Box, Eaton B-Line 18128 RTSC NK SS4 or equal	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	0	\$ 00.00	\$ 00.00

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7. **BRACKETS, FITTINGS AND HARDWARE (cont'd) (See Section 11.1 (B) for More Bid Item Information)**
FOR MAUI AND HAWAII DISTRICTS – ALL THREADS AND FITTINGS SHALL BE NPS WITH STAINLESS STEEL LOCK BOLTS
FOR KAUAI DISTRICT – ALL THREADS AND FITTINGS SHALL BE NPT

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
125b	Junction Box, Eaton B-Line U214 MTB SS Meter Main or equal	10	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	0	\$ 00.00	\$ 00.00
SUBTOTAL 7 (SUM OF BID ITEMS NOS. 91 THRU 125b FOR EACH RESPECTIVE DISTRICT)				\$ _____			\$ _____			\$ _____

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8. TRAFFIC SIGNAL CABLE (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
126	Stranded #14, Four(4) Conductor Cable, IMSA 20-1 (1,000 Foot Spool)	2	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
127	Stranded #14, Two (2) Conductor Cable, Type 2 (1,000 Foot Spool)	2	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
128	Stranded #14, Twenty-six (26) Conductor Cable, Type 2 IMSA 20-1 (1,000 Foot Spool)	2	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
129	Stranded #12, one(1) Conductor Cable For Detector Loops, IMSA 51-5 (1,000 Foot Spool)	2	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
130	8 awg Wire Stranded Colors, Green, White, Black and Red, THHN, 1000' Spool	4	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
131	Cat 6 Data Cable, UTP Outdoor Rated 500' Boxed or Spool	2	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
132	6 awg Bare Copper, 500' Spool	2	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____

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8. TRAFFIC SIGNAL CABLE (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
133	8 awg Bare Copper, 500' Spool	2	\$_____	\$_____	4	\$_____	\$_____	1	\$_____	\$_____
134	Detector Cable, Opticom 138 IR or equal(1,000 Foot Spool)	2	\$_____	\$_____	4	\$_____	\$_____	1	\$_____	\$_____
SUBTOTAL 8 (SUM OF BID ITEMS NOS. 126 THRU 134 FOR EACH RESPECTIVE DISTRICT)				\$_____			\$_____			\$_____

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9. TRAFFIC SIGNAL POLES (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
135	Type I, 8 foot Standard Traffic Pole	10	\$ _____	\$ _____	5	\$ _____	\$ _____	10	\$ _____	\$ _____
136	Type I, 10 Feet, Standard Traffic Pole	30	\$ _____	\$ _____	5	\$ _____	\$ _____	10	\$ _____	\$ _____
137	Type I, 12 foot Standard Traffic Pole	2	\$ _____	\$ _____	5	\$ _____	\$ _____	2	\$ _____	\$ _____
138	Type I, 14 foot Standard Traffic Pole	2	\$ _____	\$ _____	5	\$ _____	\$ _____	2	\$ _____	\$ _____
139	Type I, 18 Feet, Standard Traffic Pole	10	\$ _____	\$ _____	5	\$ _____	\$ _____	2	\$ _____	\$ _____
SUBTOTAL 9 (SUM OF BID ITEMS NOS. 135 THRU 139 FOR EACH RESPECTIVE DISTRICT)				\$ _____			\$ _____			\$ _____

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10. TOOLS (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
140	Load Switch Analyzer	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____
141	Work Station Soldering Set, PACE MBT250A or equal	1	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____
142	Field Soldering Irons	1	\$ _____	\$ _____	4	\$ _____	\$ _____	1	\$ _____	\$ _____
143	Cabinet Display Panel with Overlaps	1	\$ _____	\$ _____	2	\$ _____	\$ _____	1	\$ _____	\$ _____
144	Ethernet Cable Tester	2	\$ _____	\$ _____	2	\$ _____	\$ _____	2	\$ _____	\$ _____
145	Modular Plug Crimping Tool	2	\$ _____	\$ _____	2	\$ _____	\$ _____	2	\$ _____	\$ _____
146	Ethernet Modular Plugs (Male/Female)	200	\$ _____	\$ _____	100	\$ _____	\$ _____	100	\$ _____	\$ _____
147	Conflict Monitor Tester	2	\$ _____	\$ _____	1	\$ _____	\$ _____	2	\$ _____	\$ _____
148	Heavy Duty Band-It Tool, BAND-IT C00369 or equal	2	\$ _____	\$ _____	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____

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10. TOOLS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
148a	Heavy Duty Band-It Tool, cordless/battery , UL4000-D or equal	0	\$ 00.00	\$ 00.00	2	\$ _____	\$ _____	1	\$ _____	\$ _____
148b	Band-It 304 STAINLESS STEEL band Pelco US-8122-06 or equal, 100 foot	20	\$ _____	\$ _____	10	\$ _____	\$ _____	1	\$ _____	\$ _____
148c	Band-It 201 SS Buckle US-8122-56 or equal, QTY 100/box	10	\$ _____	\$ _____	5	\$ _____	\$ _____	1	\$ _____	\$ _____
149	Rugged Laptop, Dell Latitude 7424 Extreme or equal	3	\$ _____	\$ _____	2	\$ _____	\$ _____	1	\$ _____	\$ _____
150	Loop Finder Model LF-22 or equal	3	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____
151	GTT OPTICOM compatible Emitter, Tomar T792HLB-20V or equal	3	\$ _____	\$ _____	3	\$ _____	\$ _____	1	\$ _____	\$ _____
152	170/2070 Controller Tester, compatible with McCain Flex or equal	3	\$ _____	\$ _____	1	\$ _____	\$ _____	1	\$ _____	\$ _____

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 FOR
 FURNISHING AND DELIVERING HARDWARE, CABLES, CONTROLLER EQUIPMENT,
 SIGNAL HEADS, PEDESTRIAN SIGNAL AND SIGNAL STANDARDS
 FOR TRAFFIC SIGNAL SYSTEM
 PROJECT NO. HWY-C-06-21
 ISLANDS OF MAUI, KAUAI AND HAWAII

10. TOOLS (cont'd) (See Section 11.1 (B) for More Bid Item Information)

BID ITEM NO.	ITEM	MAUI DISTRICT			KAUAI DISTRICT			HAWAII DISTRICT		
		EST. YRLY QTY (A)	UNIT PRICE (B)	AMOUNT (A X B)	EST. YRLY QTY (C)	UNIT PRICE (D)	AMOUNT (C X D)	EST. YRLY QTY (E)	UNIT PRICE (F)	AMOUNT (E X F)
153	Cabinet Test Display, McCain or equal	3	\$_____	\$_____	1	\$_____	\$_____	1	\$_____	\$_____
SUBTOTAL 10 (SUM OF BID ITEMS NOS. 140 THRU 153 FOR EACH RESPECTIVE DISTRICT)				\$_____			\$_____			\$_____

PROPOSAL SCHEDULE
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BID SUMMARY

	MAUI DISTRICT	KAUAI DISTRICT	HAWAII DISTRICT
SUBTOTAL 1	\$_____	\$_____	\$_____
SUBTOTAL 2	\$_____	\$_____	\$_____
SUBTOTAL 3	\$_____	\$_____	\$_____
SUBTOTAL 4	\$_____	\$_____	\$_____
SUBTOTAL 5	\$_____	\$_____	\$_____
SUBTOTAL 6	\$_____	\$_____	\$_____
SUBTOTAL 7	\$_____	\$_____	\$_____
SUBTOTAL 8	\$_____	\$_____	\$_____
SUBTOTAL 9	\$_____	\$_____	\$_____
SUBTOTAL 10	\$_____	\$_____	\$_____
TOTAL of each District (Sum of Subtotals 1 thru 10)	\$_____	\$_____	\$_____
TOTAL AMOUNT FOR COMPARISON OF BIDS (Sum of Total of Maui + Kauai + Hawaii Districts)			\$_____

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NOTES:

“Out-of-State Bidder’s attention is directed to the business registration requirement in Section 2.8 Out-of-State Bidders, of the Special Provisions and determination of the lowest price bid in Section 2.8 Out-of-State Bidders, of the Specifications. An out-of-state bidder is required to answer the following statement:

State of Hawaii General Excise and Use Taxes are included in all bid prices.

Write “Yes” or “No”

If the above statement is left unanswered, it will be considered a “No” answer by the State.”

1. Bids shall include all Federal, State, County and all other applicable taxes
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS will be used to determine the lowest responsible bidder.
3. Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.
4. In case of a discrepancy between unit price and the total in said bid, the unit price shall prevail.
5. Bidder shall make no changes to the items in the Proposal Schedule. Do not add or remove anything on the Proposal Schedule. Only provide bid prices and totals where space is provided. Pursuant to the Hawaii Administrative Rule 3-122-97(b)(2)(B), bids submitted with changes to the item(s) are considered rejectable bids.
6. The Contract shall be an indefinite quantity/”as needed” contract. Refer to Section 4.6 of the Special Provisions.
7. The number of annual estimated quantities in this Proposal Schedule is for bidding purposes only. Payments to the Contractor will be made based on actual number of deliveries and the unit bid price.
8. Prior to commencing with the work, the successful Bidder is required to submit a Certificate of Insurance. Refer to Section 7.8, Insurance, of the Specifications for more information.
9. By submitting a proposal, the Bidder acknowledges he has read and understands all the provisions of the Special Provisions and the Specifications and is fully aware of all the conditions to be encountered in performing the work.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

FORMS

Contents:

Sample Contract

C O N T R A C T

THIS AGREEMENT, made this _____ day of _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as “STATE”, and << CONTRACTOR >>, <<STATE_OF_INCORPORATION>> whose business/post office address is <<ADDRESS>>, hereinafter referred to as “CONTRACTOR”;

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to furnish, perform and/or deliver and pay for all labor, supplies, materials, equipment and services called for in “<<PROJECT_NAME_AND_NO>>”, or such a part thereof as shall be required by the STATE, the total amount of which labor, supplies, materials, equipment and services shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of <<BASIC>>----- DOLLARS (\$<<BASIC_NUMERIC>>) as follows:

TOTAL FOR COMPARISON OF BIDS.....\$<<BASIC_NUMERIC>>

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans, if any, for << PROJECT NO ONLY >> on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein for a period of <<WORKING DAYS>> from the date indicated in the Notice to Proceed from the State, with an option to extend for FOUR (4) additional ONE (1) YEAR periods subject to the terms specified in Section <<SECTION REFERENCING OPTION YEAR>> of the Specifications. The total term of this contract shall not exceed FIVE (5) YEARS.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of <<BASIC>>----- DOLLARS (\$<<BASIC NUMERIC>>) in lawful money, such payment to be made, subject to such additions hereto or deductions therefrom heretofore or hereafter made, in the manner and at the time prescribed in the specifications and this contract.

An additional sum of <<EXTRAS>>-----DOLLARS (\$<<EXTRA NUMERIC>>) is hereby provided for extra work and shall be provided from State funds.

The CONTRACTOR further agrees to execute the attached Certification of Compliance for Final Payment form prior to payment of the final payment by the STATE.

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

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

STATE OF HAWAII

Director of Transportation

CONTRACTOR

(Seal)

Signature*

Title

*Signature must be acknowledged by a notary public.