

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

ADDENDUM NO. 4

FOR

**FREEWAY MANAGEMENT SYSTEM PHASE 1B:
TRAFFIC OPERATIONS CENTER, UNIT 5B:
COMMUNICATION SYSTEMS UPGRADE**

FEDERAL-AID PROJECT NO. IM-0300(119)

**DISTRICTS OF EWA AND KOOLAUPOKO
ISLAND OF OAHU**

2010

The following amendments shall be made to the Request For Proposals:

1. REQUEST FOR PROPOSALS

- a. Prospective Offerors are hereby notified that a second pre-proposal conference is scheduled for May 20, 2010 at 9:00 AM in the conference room at the H-3 TOC located at the H-3 Halawa portal building. All prospective Offerors are encouraged to attend but attendance is not mandatory. Limited facilities are available for the conference. Representation will be limited to two (2) individuals per Offeror team. Due to security at the facility, Offerors interested in attending should contact Mr. Benson Chow, Project Manager, by phone at (808) 692-7676 or by facsimile at (808) 692-7690 at least seven (7) days prior to the conference to identify the individuals expected to attend. Persons needing special accommodations at the pre-proposal conference due to a disability may contact Mr. Benson Chow.
- b. Amend the Request For Proposals by adding the following:

"To be eligible for award, Offerors must possess a valid State of Hawaii Specialty Contractor's 'C-13' or 'C-15b' license, prior to award of the contract."

2. SPECIFICATIONS

- a. Add the attached Special Provisions
- b. Replace Offer Form OF-2 with attached Offer Form OF-2 dated 5/6/10.
- c. Amend the second paragraph of Section 2.06.04 to read as follows:

IM-0300(119)

"The Contractor shall take extreme care when performing this work as to not damage any of the existing equipment. The Contractor shall protect the cabinet equipment from the elements while performing this work. Special attention and care shall be given to maintain existing fusion splices in the existing fiber optic fusion splice trays in the cabinets. The Contractor shall complete each cabinet replacement within twenty four (24) hours after disabling the hub location. The Contractor shall not disable two or more hubs at any one time. Inadvertent breaks to the fusion splices shall be repaired within the same twenty four hour period at no additional cost to the State. Note that existing cabinets have a closed bottom and it is therefore acceptable to the State to cut the cabinets if necessary. The Contractor shall remove and dispose of the existing cabinets."

- d. Amend Equipment Cabinet, Material of Section 2.06.04 to read as follows:

"The cabinet shall be constructed of 1/8-inch aluminum, in accordance with ASTM Designation B 209 for 5052-H32 aluminum sheet."

- e. Amend Equipment Cabinet, Locking System of Section 2.06.04 to read as follows:

"Door locks shall be of solid brass rim Best Lock Series 516RL3XA7559-606 and include two keys. Replacement Best Lock cores and keys shall be provided using the State of Hawaii, Department of Transportation key."

- f. Add the attached Additional Hub Pictures to Exhibit B.

- g. Amend Table 4. and Table 4A. to read as follows:

Table 4. Estimate of the Required Hardware

Hub No.	H-3 Hub Location	Terminal Server	Voice Gateway	Network Switch	Fiber Network Switch	T-1 Extender	Network Monitor
1	Halawa OB Approach, station 342+60	1	1	1			
2	Halawa IB Approach, station 475+60	1	1	1			
3	Halawa OB Portal Bldg. Level 2	1	1	1			
4	Cross Passage XP-1	1	1	1			
5	Cross Passage XP-5	1	1	1			
6	Cross Passage XP-9	1	1	1			
7	Haiku OB Portal Bldg. Level 2	1	1	1			
8	Haiku OB Approach, station 11+60	1	1	1			
9	Halawa IB Portal Bldg. Level 2	1	1	1			
10	Cross Passage XP-3	1	1	1			
11	Cross Passage XP-7	1	1	1			
12	Haiku IB Portal Bldg. Level 2	1	1	1			
13	Haiku IB Approach, station 1110+30	1	1	1			
14	TOC Equipment Room	14	14	1	1	1	1
15	O & M Building	1	1	1		1	

Table 4A. Estimate of Required Hardware Per Ring

Ring	Terminal Server	Voice Gateway	Network Switch	Fiber Network Switch	T-1 Extender	Network Monitor
Halawa	4	4	2			
Haiku	4	4	2			
Tunnel	20	20	11	1	2	1
TOTALS	28	28	15	1	2	1

h. Amend Section 2.06.02 by adding the following prior to Deliverables:

"T-1 Extender over IP Device

1. This item shall include a T-1 Extender device which transports T-1 signals over an Ethernet IP Network.
2. This unit shall be environmentally hardened with conformal coated boards when available through the manufacturer to withstand environmental elements in the project area. All parts shall be of high quality workmanship, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendation and standard practices.
3. The Contractor shall supply all required cabling and connectors based on information in this RFP. All cables shall be factory terminated and tested. Pinout and cable length will be determined prior to installation by the Contractor and documented as part of the Communications Migration Plan. The Contractor must furnish tools and connectors to create and field test any necessary or proposed custom cables.

Ethernet Interface

- a. Number of ports :1
- b. Speed: 10/100 Mbps
- c. Connector: RJ-45

T-1 Interface/ Communications

- a. Number of Ports: 1
- b. Line rate: 1.544 Mbps

Operation Modes

- a. T-1 Point to Point Extension over IP

Power

- a. Power: 100-240VAC

Environmental

- a. Operating Temp 0° to 50°C or better
- b. Operating Humidity: 5% to 95% RH or better

Approved Manufacturer and Model

- a. Data Comm for Business IP-6700"

- i. Amend Device Configuration of Section 2.06.03 by replacing the first paragraph with the following:

"Device IP and general configuration will be provided by HDOT based upon the system design outlined in this RFP. The Contractor shall program the Network Switches, Terminal Servers, T-1 Extender and Voice Gateways with HDOT provided IP address, base equipment configurations and modify the base equipment configurations to reflect the hub location the equipment is installed.

T-1 Extender:

- 1. Configured with an IP address provided by HDOT.
 - 2. Configured the device to create a point to point connection to bridge the T-1 over an IP Network.
 - 3. Enable Simple Network Management Protocol (SNMP) and configured with the appropriate credentials provided by HDOT."
- j. Amend Section 2.06.06 by replacing it in its entirety with the following:

"2.06.06 Task 6: Splice, Terminate and Test Non-Working Fiber Optic Cables

In the process of completing Task 5, the Contractor may encounter non-working fibers that need to be re-spliced or re-terminated. Although it is anticipated that the existing spare fibers are ready for use, the Contractor may need to splice, terminate, or replace existing fibers that may not be operational. The Contractor shall notify HDOT which non-working fibers require re-splicing or re-termination and shall not proceed with this work without HDOT authorization. This work will be paid on a per unit basis as per the unit prices submitted by the Contractor in the Offeror's bid sheets for 'Splice Existing Fibers' and 'Terminate Existing Fibers'. The work completed under these items shall meet the following requirements:

- 1. Splicing: For connection of the fiber optic cable to fiber optic distribution

panel or splicing to other cables, cut only those fibers needed for the connection or splice. Use splice trays to hold the spliced and unspliced fibers, with each fiber neatly secured to the tray. Contain all buffer tubes entirely within the splice tray, with no tubes being exposed. Package each spliced fiber in a protective sleeve or housing. Completely re-coat bare fibers with a protective, room-temperature vulcanizing (RTV) coating, gel or similar substance as recommended by the cable manufacturer, prior to application of the sleeve or housing, so as to protect the fiber from scoring, dirt, or microbending.

2. Termination: In hubs where optical fibers are to be connected to terminal equipment, provide matching connectors with factory-installed fiber pigtails of sufficient length, plus five feet of slack, and splice them to the corresponding optical fibers. Do not field install connectors. Provide fiber optic pigtails buffered and strengthened with aramid to reduce the possibility of accidental damage to the fiber or connection. Properly protect unused optical fibers with sealed end caps.

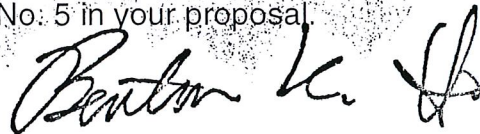
The Contractor shall complete OTDR testing of the re-spliced or re-terminated fibers per Task 5. This OTDR testing of re-spliced or re-terminated fibers shall not be paid for separately but shall be considered incidental to the Task 6 pay items.

Deliverable: OTDR test results. Three (3) copies and electronic copy on a CD-ROM."

- k. Amend Offer Form, OF-2 by replacing it with the attached Offer Form, OF-2 dated 5/06/10.
- l. Amend Exhibit D by replacing pages A-1 and A-2 dated 6/25/2009 with the attached pages A-1 and A-2 dated 1/29/2010.
- m. The attached Questions and Responses, dated 2/8/10 shall be incorporated and made a part of the Specifications.

The pre-proposal meeting minutes are attached for your information.

Please acknowledge receipt of this Addendum No. 5 in your proposal.



for

BRENNON T. MORIOKA, Ph.D., P.E.
Director of Transportation

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

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

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1 **SECTION 101 – TERMS, ABBREVIATIONS, AND DEFINITIONS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **101.02 Abbreviations** by adding the following after line 61:

6
7 “BAFO Best and Final Offer”

8
9 **(II)** Amend **101.02 Abbreviations** by adding the following after line 65:

10
11 “CCTV Closed-Circuit Television”

12
13 **(III)** Amend **101.02 Abbreviations** by adding the following after line 67:

14
15 “COGS Certificate of Good Standing

16
17 CPO Chief Procurement Officer”

18
19 **(IV)** Amend **101.02 Abbreviations** by adding the following after line 69:

20
21 “DAGS Department of Accounting and General Services, State of Hawaii”

22
23 **(V)** Amend **101.02 Abbreviations** by adding the following after line 72:

24
25 “DLIR Department of Labor and Industrial Relations, State of Hawaii

26
27 DOT See HDOT”

28
29 **(VI)** Amend **101.02 Abbreviations** by adding the following after line 83:

30
31 “GC General Conditions, issued by the Department of the Attorney
32 General

33
34 GET General Excise Tax”

35
36 **(VII)** Amend **101.02 Abbreviations** by adding the following after line 85:

37
38 “HCE Hawaii Compliance Express”

39
40 **(VIII)** Amend **101.02 Abbreviations** by adding the following after line 87:

41
42 “HIC Hawaii Information Consortium”

43
44 **(IX)** Amend **101.02 Abbreviations** by adding the following after line 94:

45
46 “HST Hawaii Standard Time”

48 **(X)** Amend **101.02 Abbreviations** by adding the following after line 96:

49

50 "IFB Invitation for Bid"

51

52 **(XI)** Amend **101.02 Abbreviations** by adding the following after line 98:

53

54 "IP Internet Protocol"

55

56 **(XII)** Amend **101.02 Abbreviations** by adding the following after line 102:

57

58 "ITS Intelligent Transportation Systems

59

60 MM Multimode

61

62 MPT Maintenance and Protection of Traffic

63

64 ms Millisecond, or one-thousandth (10^{-3}) of a second"

65

66 **(XIII)** Amend **101.02 Abbreviations** by adding the following after line 115:

67

68 "NTP Notice to Proceed"

69

70 **(XIV)** Amend **101.02 Abbreviations** by adding the following after line 118:

71

72 "OTDR Optical Time Domain Reflectory

73

74 PBX Private Branch Exchange

75

76 PLC Programmable Logic Controller

77

78 RFP Request for Proposals

79

80 RSTP Rapid Spanning Tree

81

82 RTV Room-Temperature Vulcanizing"

83

84 **(XV)** Amend **101.02 Abbreviations** by adding the following after line 120:

85

86 "SCADA Supervisory Control and Data Acquisition"

87

88 **(XVI)** Amend **101.02 Abbreviations** by adding the following after line 122:

89

90 "SM Singlemode

91

92 SNMP Single Network Management Protocol

93

94 TOC Traffic Operations Center"

(XVII) Amend **101.02 Abbreviations** by adding the following after line 126:

"μs Microsecond, or one-millionth (10^{-6}) of a second"

(XVIII) Amend **101.02 Abbreviations** by adding the following after line 130:

"VOIP Voice over Internet Protocol"

(XIX) Amend **101.03 Definitions** by revising line 132 thru 135:

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

(XX) Amend **101.03 Definitions** by revising line 172 thru 183:

"Bidder – See Offeror.

Bidding Documents (or Solicitation Documents) – The "Request for Proposal", or published solicitation notice, bid requirements, bid forms and the proposed contract documents including all addenda and clarifications issued prior to receipt of the bid.

Bid Security – The security furnished by the proposer from which the State may recover its damages in the event the proposer breaches its promise to enter into a contract with the State, or fails to execute the required bonds covering the work contemplated, if its proposal is accepted."

(XXI) Amend **101.03 Definitions** by adding the following after line 207:

"Construction Shop Drawings – Stamped prepared by the Contractor's design engineer that are used for construction after acceptance by the Department, utility companies, or other agencies. The Construction Drawings becomes the record drawings after completion of construction."

(XXII) Amend **101.03 Definitions** by adding the following after line 217 thru 223:

"Contract Documents – The contract, Request for Proposals, solicitation, addenda, notice to bidders, Contractor's bid proposal (including wage schedule, list of subcontractors and other documentations accompanying the bid), notice to proceed, bonds, general provisions, special provisions, specifications, drawings, all modifications, all written amendments, change orders, field orders, orders for minor changes in the work, the Engineer's written interpretations and clarifications issued on or after the effective date of the contract."

142
143 (XXIII) Amend **101.03 Definitions** by deleting line 260 thru 262.
144
145 (XXIV) Amend **101.03 Definitions** by adding the following after line 319:
146
147 **"Major Subcontractor** – Any individual, partnership, firm, corporation, or joint
148 venture or other legal entity, as covered in HRS Chapter 444, which enters into
149 an agreement with the Contractor to perform a portion of the work, the value of
150 which exceeds \$100,000.00."
151
152 (XXV) Amend **101.03 Definitions** by revising line 324 thru 327:
153
154 **"Notice to Bidders** – See Request for Proposals."
155
156 (XXVI) Amend **101.03 Definitions** by adding the following after line 331:
157
158 **"Offeror** – An individual, partnership, firm, corporation, joint venture or other legal
159 entity submitting, directly or through a duly authorized representative or agent, an
160 offer in response to this solicitation."
161
162 (XXVII) Amend **101.03 Definitions** by adding the following after line 348:
163
164 **"Procurement Officer** – The contracting officer for the State of Hawaii,
165 Department of Transportation."
166
167 (XXVIII) Amend **101.03 Definitions** by adding the following after line 373:
168
169 **"Request for Proposals** – The advertisement for proposals for all work or
170 materials on which bids are required. Such advertisement will indicate the
171 location of the work to be done or the character of the material to be furnished."
172
173 (XXIX) Amend **101.03 Definitions** by revising line 523 thru 525:
174
175 **"(1)** Saturdays, Sundays, recognized legal State holidays, State
176 Department of Transportation furlough days, and such other days
177 specified by the contract documents as non-working days. Refer to
178 <http://hawaii.gov/gov/furlough> for the current furlough schedule."
179
180
181
182
183
184

END OF SECTION 101

1 Make this section a part of the Standard Specifications:

2
3 **"SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

4
5 **102.01 Prequalification of Bidders.** Prospective bidders shall be
6 capable of performing the work for which they are bidding.

7
8 In accordance with HRS Chapter 103D-310, the Department may require
9 any prospective bidder to submit answers to questions contained in the 'Standard
10 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'
11 furnished by the Department, properly executed and notarized, setting forth a
12 complete statement of the experience of such prospective bidder and its
13 organization in performing similar work and a statement of the equipment
14 proposed to be used, together with adequate proof of the availability of such
15 equipment. Whenever it appears to the Department, from answers to the
16 questionnaire or otherwise, that the prospective bidder is not fully qualified and
17 able to perform the intended work, the Department will, after affording the
18 prospective bidder an opportunity to be heard and if still of the opinion that the
19 bidder is not fully qualified to perform the work, refuse to receive or consider any
20 bid offered by the prospective bidder. All information contained in the answers
21 to the questionnaire shall be kept confidential. Questionnaire so submitted
22 shall be returned to the bidders after serving their purpose.

23
24 No person, firm or corporation may bid where (1) the person, firm, or
25 corporation, or (2) a corporation owned substantially by the person, firm, or
26 corporation, or (3) a substantial stockholder or an officer of the corporation, or
27 (4) a partner or substantial investor in the firm is in arrears in payments owed to
28 the State or its political subdivisions or is in default as a surety or failure to do
29 faithfully and diligently previous contracts with the State.

30
31 **102.02 Contents of Proposal Forms.** The Department will furnish
32 prospective bidders with proposal forms stating:

- 33
34 (1) The location,
35
36 (2) Description of the proposed work,
37
38 (3) The approximate quantities,
39
40 (4) Items of work to be done or materials to be furnished,
41
42 (5) A schedule of items, and
43
44 (6) The time in which the work shall be completed.
45

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

- (1) Lack of competency or adequate machinery, plant, and other equipment (which determination may be based on the financial statement and experience questionnaires required under Subsection 102.01 - Prequalification of Bidders);
- (2) Uncompleted work that might hinder or prevent the prompt completion of additional work if awarded;
- (3) Failure to pay or settle bills due for labor and material on former contracts in force at the time of issuance of the project proposal forms;
- (4) Failure to comply with qualification regulations of the Department;
- (5) Default under previous contracts; or
- (6) Lack of responsibility and cooperation from past work.

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

- (1) Actual quantities of work done and accepted, not the estimated quantities; or
- (2) Actual quantities of materials furnished, not the estimated quantities.

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

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

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

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

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

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

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

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

(1) The nature and location of the work;

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

(3) The difficulties to be encountered; and

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

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

If the Engineer determines that the natural conditions differ from that originally anticipated or contemplated by the Contractor in the items of excavation, the State may treat the difference in natural conditions, as falling within the meaning of Subsection 104.02 – Changes.

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

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

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

(3) The lump sum amount; and

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

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

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

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

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

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

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

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

(2) The proposal contains unauthorized additions, conditions, or alternates. Also, the proposal contains irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous to its meaning;

(3) The bidder adds provisions reserving the right to accept or reject an award. Also, the bidder adds provisions into a contract before an award;

(4) The proposal does not contain a unit price for each pay item listed except authorized optional pay items; and

(5) Prices for some items are out of proportion to the prices for other items.

(6) If in the opinion of the Director, the bidder and its listed subcontractors do not have the Contactor's licenses or combination of Contractor's licenses necessary to complete the work.

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

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

(1) A deposit of legal tender; or

(2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or

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

(a) The bidder may use these instruments only to a maximum of \$100,000.

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

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

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

231 **102.09 Delivery of Proposal.** The Bidder shall submit the proposal in a
232 sealed envelope, bearing on the outside the identity of the project and the its
233 name and address. The Department will reject and return a proposal
234 unopened if received after the time set for the opening of bids.
235

236 **102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw
237 or revise a proposal after the bidder deposits the proposal with the Department,
238 provided the Department receives such withdrawal or revision request in writing
239 before the time set for the opening of bids.
240

241 **102.11 Disqualification of Bidders.** The Department may disqualify a
242 bidder and reject its proposal for the following reasons:
243

244 (1) Submittal of more than one proposal whether under the same or
245 different name.
246

247 (2) Evidence of collusion among bidders. The Department will not
248 recognize participants in collusion as bidders for any future work of the
249 Department until such participants are reinstated as qualified bidders.
250

251 (3) Lack of proposal guaranty.
252

253 (4) Submittal of an unsigned or improperly signed proposal.
254

255 (5) Submittal of a proposal without a listing of subcontractors or
256 containing only a partial or incomplete listing of subcontractors.
257

258 (6) Submittal of an irregular proposal in accordance with Subsection
259 102.07 - Irregular Proposals.
260

261 (7) Evidence of assistance from a person who has been an employee
262 of the agency within the preceding two years and who participated while in
263 State office or employment in the matter with which the contract is directly
264 concerned, pursuant to HRS Chapter 84-15.
265

266 (8) Suspended or debarred in accordance with HRS Chapter 104-25.
267

268 (9) Failure to complete the prequalification questionnaire.
269

270 (10) Failure to attend the mandatory pre-bid meeting, if applicable.
271

272 **102.12 Material Guaranty.** The successful bidder may be required to
273 furnish a statement of the composition, origin, manufacture of materials, and
274 samples.
275

276 **102.13 Substitution of Materials and Equipment Before Bid Opening.**

277 See Subsection 106.13 for Substitution Of Materials and Equipment After Bid
278 Opening.

279
280 **(A) General.** When brand names of materials or equipment are
281 specified in the contract documents, they are to indicate a quality, style,
282 appearance, or performance and not to limit competition.

283
284 **(B) Statement of Variances.** The statement of variances must list
285 all features of the proposed substitution that differ from the contract
286 documents and must further certify that the substitution has no other
287 variant features. The brochure and information submitted shall be
288 clearly marked showing make, model, size, options, and any other
289 features requested by the Engineer and must include sufficient evidence
290 to evaluate each feature listed as a variance. A request will be denied if
291 submitted without sufficient evidence. If after installing the substituted
292 product, an unlisted variance is discovered, the Contractor shall
293 immediately replace the product with a specified product at no increase in
294 contract price and contract time.

295
296 **(C) Substitution Denial.** Any substitution request not complying with
297 the above requirements will be denied.

298
299 **102.14 Preferences.** Hawaii Products and Recycled Products shall not
300 apply to this project.

301
302 **102.15 Certification for Safety and Health Program for Bids in excess**
303 **of \$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror,
304 by signing and submitting this proposal, certifies that a written safety and health
305 plan for this project will be available and implemented by the notice to proceed
306 date for this project. Details of the requirements of this plan may be obtained
307 from the State Department of Labor and Industrial Relations, Occupational
308 Safety and Health Division (HIOSH).

309
310 **102.16 Addenda.** Addenda issued shall become part of the contract
311 documents. Addenda to the bid documents will be provided to all prospective
312 bidders at the respective offices furnished for such purposes. Each addendum
313 shall be an addition to the contract documents. The terms and requirements of
314 the bid documents (i.e. drawings, specifications and other bid and contract
315 documents) cannot be changed prior to the bid opening except by a duly issued
316 addendum."

317
318
319
320
321
322 **END OF SECTION 102**

1 Make this section a part of the Standard Specifications.

2
3 **"SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

4
5 **103.01 Consideration of Proposals.** The Department will compare the
6 proposals in terms of the criteria set forth in Section Four – Evaluation Criteria.

7
8 The Department reserves the right to reject proposals, waive
9 technicalities or advertise for new proposals, if the rejection, waiver, or new
10 advertisement favors the Department.

11
12 **103.02 Award of Contract.** The award of contract, if it be awarded, will
13 be made within 120 calendar days after the proposal due date, to the proposer
14 selected in accordance with the criteria set forth in Section Four – Evaluation
15 Criteria. The successful proposer will be notified by letter mailed to the
16 address shown in its proposal, that its proposal has been accepted, and that it
17 has been awarded the contract.

18
19 **(1) Requirement for Award.** To be eligible for award, the
20 apparent low bidder will be contacted to submit copies of the
21 documents listed below to demonstrate compliance with HRS
22 Section 103D-310(c). The documents should be submitted to the
23 Department as soon as possible. If a valid certificate/clearance is
24 not submitted on a timely basis for award of a contract, a bidder
25 otherwise responsive and responsible may not receive the award.
26 See also Subsection 108.03 – Preconstruction Data Submittal.

27
28 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53
29 and 103D-328, the successful bidder shall be required to submit a
30 certified copy of its tax clearance issued by the Hawaii State Department
31 of Taxation (DOTAX) and the Internal Revenue Service (IRS) to
32 demonstrate its compliance with HRS Chapter 237. A tax clearance is
33 valid for six (6) months from the most recent approval stamp date on the
34 tax clearance and must be valid on the bid's first legal advertisement date
35 or any date thereafter up to the bid opening date.

36
37 FORM A6, TAX CLEARANCE CERTIFICATE, is available at
38 the following website:

39
40 <http://www.hawaii.gov/tax/>

41
42 To receive DOTAX Forms by fax or mail, phone
43 (808) 587-7572 or 1-800-222-7572.

44
45 The application for the Tax Clearance Certificate is the
46 responsibility of the bidder and must be submitted directly to the DOTAX
47 or IRS. The approved certificate may then be submitted to the
48 Department.
49

50 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section
51 103D-310(c), the successful bidder shall be required to submit a copy
52 (faxed copies are acceptable) of its approved certificate of compliance
53 issued by the Hawaii State Department of Labor and Industrial Relations
54 (DLIR) to demonstrate its compliance with unemployment insurance (HRS
55 Chapter 383), workers' compensation (HRS Chapter 386), temporary
56 disability insurance (HRS Chapter 392), and prepaid health care (HRS
57 Chapter 393). The certificate is valid for six (6) months from the most
58 recent approval stamp date on the certificate and must be valid on the
59 bid's first legal advertisement date or any date thereafter up to the bid
60 opening date. For certificates which receive a "pending" approval
61 stamp, a DLIR approval stamp is required prior to the issuance of the
62 Notice to Proceed.
63

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

68 www.hawaii.gov/labor
69

70 More information is available by calling the DLIR Unemployment
71 Insurance Division at (808) 586-8926.
72

73 Inquiries regarding the status of a LIR#27 Form may be made by
74 calling the DLIR Disability Compensation Division at (808) 586-9200.
75

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

80 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section
81 103D-310(c), the successful bidder shall be required to submit a copy
82 (faxed copies are acceptable) of its approved Certificate of Good Standing
83 issued by the Hawaii State Department of Commerce and Consumer
84 Affairs (DCCA), Business Registration Division (BREG) to demonstrate
85 that it is either:
86

87 (1) Incorporated or organized under the laws of the State; or
88

89 (2) Registered to do business in the State as a separate branch
90 or division that is capable of fully performing under the contract.
91

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

98 with registering and obtaining a Certificate of Good Standing from the
99 DCCA.

100 To purchase a CERTIFICATE OF GOOD STANDING, go to On-
101 Line Services at the following website:
102

103 www.hawaii.gov/dcca/
104

105 The application for the Certificate of Good Standing is the
106 responsibility of the bidder and must be submitted directly to the DCCA.
107 The approved certificate may then be submitted to the Department.
108

109
110 **103.03 Cancellation of Award.** The Department reserves the right to
111 cancel the award of contracts before the execution of said contract by the parties.
112 There will be no liability to the awardee and to other bidders.
113

114 **103.04 Return of Proposal Guaranty.** The Department will return the
115 proposal guaranties, except those of the three lowest bidders, after the
116 Department checks the proposals. The Department will return the proposal
117 guaranties of the remaining two lowest bidders not awarded the contract within
118 five working days following the execution of the contract. The Department will
119 return the successful bidder's proposal guaranty after the successful bidder
120 furnishes a bond and executes the contract.
121

122 **103.05 Requirement of Contract Bond.** At the time of execution of the
123 contract, the successful bidder shall file a good and sufficient performance bond
124 and a payment bond on the forms furnished by the Department conditioned for
125 the full and faithful performance of the contract in accordance with the terms and
126 intent thereof and for the prompt payment to all others for all labor and material
127 furnished by them to the bidder and used in the prosecution of the work provided
128 for in the contract. The bonds shall be of an amount equal to 100 percent of
129 the amount of the contract price and include 5 percent of the contract amount
130 estimated to be required for extra work. The bidder shall limit the acceptable
131 performance and payment bonds to the following:
132

133 (a) Legal tender;

134
135 (b) Surety bond underwritten by a company licensed to issue bonds
136 in the State of Hawaii; or
137

138 (c) A certificate of deposit; share certificate; cashier's check;
139 treasurer's check, teller's check drawn by or a certified check
140 accepted by and payable on demand to the State by a bank savings
141 institution or credit union insured by the Federal Deposit Insurance
142 Corporation (FDIC) or the National Credit Union Administration
143 (NCUA).
144

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

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

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

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

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

103.07 Failure to Execute Contract. Failure to execute the contract and file acceptable bonds shall be cause for the cancellation of the award in accordance with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits the proposal guaranty which becomes the property of the Department. This is not a penalty, but liquidated damages sustained by the State. The Department may then make award to the next lowest responsible bidder or the Department may readvertise and construct the work under contract.

END OF SECTION 103

SECTION 104 – SCOPE OF WORK

Make the following amendment to said Section:

(I) Amend **Section 104.01 Contract** to read as follows:

“104.01 Intent of Contract, Duty of Contractor. The intent of the contract is to provide for the design and construction, complete in every detail, of the work described at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all professional engineering services, labor, materials, equipment, tools, transportation, incidentals and supplies and to determine the means, methods and schedules required to complete the work in accordance with the contract documents.”

(II) Amend **Section 104.06 Methods of Price Adjustment** as follows:

“104.06 Methods of Price Adjustment. Any adjustment in the contract price pursuant to a change or claim shall be made in one or more of the following ways:

(1) By written agreement on a fixed price adjustment before commencement of the pertinent performance.

(2) By unit prices or other price adjustments specified in the contract or subsequently agreed upon before commencement of the pertinent performance.

(3) The Engineer may base the adjustment for a lump sum item on a calculated proportionate unit price. The Engineer will calculate the proportionate unit price by dividing the original contract lump sum price by the actual or original estimated quantity established by the contract documents.

(4) In any other lawful manner as the parties may mutually agree upon before commencement of the pertinent performance.

(5) At the sole option of the Engineer, work may be paid for on a force account basis in accordance with Subsection 109.06 - Force Account Provisions and Compensation.

(6) By the cost variations attributable to the events or situations with adjustment of profit and fee, all as specified in the contract or subsequently agreed upon before commencement of the pertinent performance.

(7) In the absence of agreement by the parties:

48 (A) For change orders with value not exceeding \$50,000 by
49 documented actual costs of the work, allowing for overhead and
50 profit as set forth in Section 109.05 - Allowances for Overhead and
51 Profit. A change order shall be issued within fifteen days of
52 submission by the contractor of proper documentation of completed
53 force account work, whether periodic (conforming to the applicable
54 billing cycle) or final. The Engineer shall return any
55 documentation that is defective, to the contractor within fifteen days
56 after receipt, with a statement identifying the defect; or
57

58 (B) For change orders with value exceeding \$50,000 by a
59 unilateral determination by the Engineer of the costs attributable to
60 the events or situations with adjustment of profit and fee, all as
61 computed by the Engineer in accordance with applicable sections
62 of HAR Chapters 3-123 and 3-126, and Section 109.05 -
63 Allowances for Overhead and Profit. When a unilateral
64 determination has been made, a unilateral change order shall be
65 issued within ten days. Upon receipt of the unilateral change
66 order, if the contractor does not agree with any of the terms or
67 conditions, or the adjustment or nonadjustment of the contract time
68 or contract price, the contractor shall file a notice of intent to claim
69 within thirty days after the receipt of the written unilateral change
70 order. Failure to file a protest within the time specified shall
71 constitute agreement on the part of the contractor with the terms,
72 conditions, amounts, and adjustment or nonadjustment of the
73 contract time or the contract price set forth in the unilateral change
74 order.
75

76 A contractor shall be required to submit cost or pricing data if any
77 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
78 Subchapter 15. A fully executed change order or other document permitting
79 billing for the adjustment in price under any method listed in Subsections
80 104.06(1) through 104.06(7) shall be issued within ten days after agreement on
81 the method of adjustment."
82
83
84
85
86
87
88

END OF SECTION 104

SECTION 105 – CONTROL OF WORK

Make the following amendments to said Section:

(I) Amend **105.01 – Authority** to read as follows:

"105.01 Authority.

(A) Authority of the Engineer. The Engineer is the representative of the Director and has all the authority of the Director with respect to the contract. The Engineer will make decisions on all questions that may arise regarding the contract, such as, but not limited to:

- (1) Interpretation of the contract documents.
- (2) Acceptability of the materials furnished and work performed.
- (3) Manner of performance and rate of progress of the work.
- (4) Acceptable fulfillment of the contract on the part of the Contractor.
- (5) Compensation under the contract.

The Engineer's decisions on questions, claims, and disputes will be final and conclusive subject to Subsection 107.15 – Disputes and Claims.

The Engineer may delegate specific authority to act for the Engineer to a specific person or persons. Such delegation of authority shall be established in writing and shall become effective upon delivery to the Contractor.

(B) Authority of the Inspectors. Inspectors, as a representative of the Engineer or other agencies, will inspect the work done and materials furnished. Such inspection may extend to the preparation, fabrication or manufacture of the materials to be used. The Inspector does not have authority vested in the Engineer unless specifically delegated in writing. The Inspector may not alter or waive the provisions of the contract, issue instructions contrary to the contract, or act as agent or representative of the Contractor.

Failure of an Inspector at any time to reject non-conforming work shall not be considered a waiver of the State's right to require work in strict conformity with the contract documents as a condition of final acceptance.

47 **(C) Authority of the Consultant and Construction Management.**

48 The State may engage consultants and construction managements to
49 perform duties in connection with the work. Unless otherwise specified
50 in writing to the Contractor, such retained consultants and construction
51 managements shall have no greater authority than an Inspector.”
52

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

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

66 **(III) Amend 105.03 – Shop Drawings** by revising line 71 thru 141:
67

68 **“(A) Construction Shop Drawing and Working Drawing**
69 **Requirements.** The Contractor shall prepare, thoroughly check,
70 approve, all Working and Construction Shop Drawings, and submit to the
71 Engineer for review. Construction Shop Drawings shall be stamped by a
72 professional engineer licensed in the State of Hawaii.
73

74 Whenever possible, electronic files in MS Word, MS Excel and
75 Microstation format shall be submitted with the hard copies. The
76 Contractor shall indicate its approval by stamping and signing each
77 submittal of Construction Shop Drawings or Working Drawings. Any shop
78 drawing submitted without being reviewed, stamped and signed will be
79 returned as an incomplete submittal, and any delay caused thereby shall
80 be the Contractor’s responsibility.
81

82 All Working Drawings, which require engineering stamp, shall be
83 stamped by professional engineers licensed in the State of Hawaii.
84 Working Drawings shall indicate in detail all parts of an item of work,
85 including erection and setting instructions and engagements with work of
86 other trades or other separate contractors.
87

88 All Working Drawings or Construction Shop Drawings as required
89 by the contract, or as determined by the Engineer to be necessary to
90 illustrate details of the work shall be submitted to the Engineer with such
91 promptness as to cause no delay in the work or the work of any other
92 Contractor. Delay caused by the failure of the Contractor to submit shop
93 drawings on a timely basis to allow for review, possible resubmittal and

acceptance will not be considered as a justifiable reason for a contract time extension.

The Contractor shall not make changes to the accepted Working or Construction Shop Drawings without submitting a written request to the Engineer and reviewing a written acceptance of the change by the Engineer.

By approving and submitting Working Drawings, the Contractor thereby represents that it has determined and verified all field measurements and field construction criteria, or will do so, and that it has checked and coordinated each Working Drawing with the requirements of the work and the contract documents. When Working Drawings are prepared and processed before field measurements and field construction criteria can be or have been determined or verified, the Contractor shall make all necessary adjustments in the work or resubmit further Working Drawings, all at no increase in contract price or contract time.

The Working Drawings submitted must be accompanied by a transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and the submittal shall be marked with enough information to identify itself, including date, project name and number, name of the submitting Contractor or subcontractor, revision number, and revision box which gives date of the revision and what the revisions changed.

The size of the sheets that Working Drawings are prepared on shall be as appropriate to suit the drawing being presented so that the information is clearly and legibly depicted. The Engineer will determine what size is appropriate.

When required by the contract, the Contractor shall submit to the Engineer descriptive sheets such as brochures, catalogs and illustrations, which will completely describe the material, product, equipment, furniture or appliances to be used in the project as shown in the drawings and specifications and indicate such conformity by marking, or stamping and signing each sheet."

(IV) Amend **105.04 – Review and Acceptance Process** to read as follows:

"105.04 Review and Acceptance Process. The Engineer will complete the review of the submittal within 30 days from the date of receipt unless a different review time is established by the contract documents for Working Drawings or Construction Shop Drawings. The Engineer will advise the Contractor, in writing, as to the acceptability of the submittal. Should the Engineer partially or totally reject the submittal, the Contractor shall modify the submittal as required by the Engineer and resubmit the item within 15 days. At

141 this time, the review and acceptance cycle described above shall begin again.
142 The review and acceptance cycle shall begin again as described above each
143 time the submittal is returned to the Contractor for modification. If the volume of
144 the Working Drawings submitted at any time for review is unusually large, the
145 Contractor shall inform the Engineer of its preferred order for reviews, and the
146 Engineer will use reasonable efforts to accommodate the Contractor's priority.

147
148 The acceptance by the Engineer of the Contractor's submittal relates only
149 to their sufficiency and compliance with the intention of the contract. Acceptance
150 by the Engineer of the Contractor's submittal does not relieve the Contractor of
151 any responsibility for accuracy of dimensions, details, and proper fit, and for
152 agreement and conformity of submittal with the contract drawings and
153 specifications. Nor will the Engineer's acceptance relieve the Contractor of
154 responsibility for variance from the contract documents unless the Contractor, at
155 the time of submittal, has provided notice and identification of such variances
156 required by this section. Acceptance of a variance shall not justify a contract
157 price or time adjustment unless the contractor requests such adjustment at the
158 time of submittal and the adjustment is explicitly agreed to in writing by the
159 Engineer. Any such request shall include price details and proposed scheduling
160 modifications. Acceptance of a variance is subject to all contract terms,
161 stipulations and covenants, and is without prejudice to any and all rights under
162 the surety bond.

163
164 If the Engineer returns a submittal to the Contractor that has been
165 rejected, the Contractor, so as not to delay the work, shall promptly make a
166 resubmittal conforming to the requirements of the contract documents and
167 indicating in writing on the transmittal and the subject submittal what portions of
168 the resubmittal have been altered in order to meet the acceptance of the
169 Engineer. Any other differences between the resubmittal and the prior submittal
170 shall also be specifically described in the transmittal.

171
172 No mark or notation made by the Engineer on or accompanying the return
173 of any submittal to the Contractor shall be considered a request or order for a
174 change in work. If the Contractor believes any such mark or notation constitutes
175 a request for a change in the work for which it is entitled to an adjustment in
176 contract price or contract time, or both, the Contractor must follow the procedures
177 established in Subsection 104.02 – Changes or lose its right to claim for an
178 adjustment.

179
180 **(V) Amend 105.05 – Interpretations of the Contract Documents;**
181 **Drawings** to read as follows:

182
183 **"105.05 Interpretations of the Contract Documents; Drawings.**

184
185 **(A) Interpretations of the Contract Documents; Conflicts and**
186 **Ambiguity.** The contract documents are complementary. Any
187 requirement occurring in one document is as binding as though occurring

188 in all. A stricter requirement prevails over any less strict requirement. The
189 stricter requirement will be the requirement that provides the greater
190 product life, durability, strength and function.
191

192 The Contractor shall carefully study and compare the contract
193 documents with each other, with field conditions and with the information
194 furnished by the State and shall immediately report to the Engineer errors,
195 conflicts, ambiguities, inconsistencies, or omissions discovered. Should
196 an item not be sufficiently detailed or explained in the contract documents,
197 the Contractor shall report to the Engineer immediately and request the
198 Engineer's clarification and interpretation. The Engineer will issue a
199 clarification or interpretation that is consistent with the intent of and
200 reasonably inferred from the contract documents.
201

202 **(B) Priority Within Drawings.**

- 203
204 (1) Numerical dimensions govern over scaled dimensions,
205
206 (2) Larger scale drawings govern over smaller scale drawings,
207 and
208
209 (3) Notations, directions, and dimensions (whether word or
210 numerical) control over schedules and table references.
211

212 Any requirement occurring in one or more sheets is as binding as though
213 occurring in all applicable sheets."
214

215 **(VI) Amend 105.08 (A) - Furnishing Drawings and Special Provisions to**
216 **read as follows:**
217

218 **"(A) Furnishing Drawings and Special Provisions.** The State will
219 furnish the Contractor 12 sets of the project plans and special provisions.
220 The project plans furnished will be the same size as that issued for bidding
221 purposes except as noted in Section 648 – Field-Posted Drawings. The
222 Contractor shall have and maintain at least one set of plans and
223 specifications on the work site, at all times."
224

225 **(VII) Amend 105.14(D) – No Designated Storage Area** from lines 421 to 432
226 **to read as follows:**
227

228 **"(D) No Designated Storage Area.** If no storage area is designated
229 within the contract documents, materials and equipment may be stored
230 anywhere within the State highway right-of-way, provided such storage
231 and access to and from such site, within the sole discretion of the
232 Engineer, does not create a public or traffic hazard or an impediment to
233 the movement of traffic."
234

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SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS

Make the following amendment to said Section:

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

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

END OF SECTION 106

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

2
3 Make the following amendments to said Section:

4
5 **(I) Amend 107.01(B)(1) – Commercial General Liability (Occurrence**
6 **form) from lines 61 to 62 to read as follows:**

7
8 **“(c) Bodily Injury & Property Damage Insurance.”**
9

10
11
12
13
14
15 **END OF 107**

1 **SECTION 108 - PROSECUTION AND PROGRESS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 108.05(B)(2) – Delay for Permits** by revising lines
6 149 to 156 to read as follows:

7
8 **(2) Delay for Permits.** For delays in the routine application
9 and processing time required to obtain necessary permits,
10 including permits to be obtained from State agencies, the Engineer
11 may grant an extension provided that the delay is not caused by the
12 Contractor, and provided that as soon as the delay occurs, the
13 Contractor notifies the Engineer in writing that the permits are not
14 available. Time extensions will be the exclusive relief granted on
15 account of such delays.

16
17 **(II) Amend Subsection 108.06(A)(1) - For Contracts \$2,000,000 or less or**
18 **For Contract Time 100 Working Days or 140 Calendar Days or less** from
19 lines 290 to 295 to read as follows:

20
21 **“(1) For Contracts \$2,000,000 or less or For Contract Time**
22 **100 Working Days or 140 Calendar Days or Less.** For
23 contracts of \$2,000,000 or less or for contract time of 100 working
24 days or 140 calendar days or less, the progress schedule will be a
25 Time Scaled Logic Diagram (TSLD). The Contractor shall submit
26 a TSLD submittal package meeting the following requirements and
27 having these essential and distinctive elements:”

28
29 **(III) Amend Subsection 108.06(A)(2) - For Contracts Which Have A**
30 **Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More**
31 **Than 100 Working Days Or 140 Calendar Days** from lines 351 to 358 to read
32 as follows:

33
34 **“(2) For Contracts Which Have A Contract Amount More**
35 **Than \$2,000,000 Or Having A Contract Time Of More Than 100**
36 **Working Days Or 140 Calendar Days.** For contracts which
37 have a contract amount more than \$2,000,000 or contract time of
38 more than 100 working days or 140 calendar days, the Contractor
39 shall submit a Timed-Scaled Logic Diagram (TSLD) meeting the
40 following requirements and having these essential and distinctive
41 elements:”

42
43 **(IV) Amend Subsection 108.06(A)(2)(a) line 360 to read as follows:**

44
45 **“(a) The information and requirements listed in Subsection**
46 **108.06(A)(1) - For Contracts \$2,000,000 or Less or For**

Contract Time 100 Working Days or 140 Calendar Days or Less."

(V) Amend **Subsection 108.08 - Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time** by revising line 599 to read as follows:

"to the State, in the amount of \$ 3,100 per working day."

(VI) Amend **Subsection 108.09 - Rental Fees for Unauthorized Lane Closure or Occupancy** from lines 635 to 644 to read as follows:

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

(VII) Amend **Subsection 108.14 – Final Acceptance** from lines 984 to 991 to read as follows:

"108.14 Final Acceptance. When the Engineer finds that the project has been satisfactorily completed in compliance with the contract, the Engineer will notify the Contractor in writing of the project's completion and acceptance effective as of the date of the final inspection. The final acceptance date shall determine end of contract time, liquidated damages for failure to complete the punchlist and commencement of all guaranty periods subject to Subsection 108.16 – Contractor's Responsibility for Work; Risk of Loss or Damage."

END OF SECTION 108

1 **SECTION 109 – MEASUREMENT AND PAYMENT**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Subsection 109.05 Allowances for Overhead and Profit** by
6 revising lines 101 to 110 to read as follows:

7
8 **“(1) 20 percent of the direct cost for any work performed by the**
9 **Contractor’s own labor force.**

10
11 **“(2) 20 percent of the direct cost for any work performed by each**
12 **subcontractor’s own labor force.**

13
14 **“(3) For the Contractor or any subcontractor for work performed**
15 **by their respective subcontractor or tier subcontractor, 10 percent**
16 **of the amount due to the performing subcontractor or tier**
17 **subcontractor.”**

18
19 **(II) Amend Subsection 109.08(B) Payment for Material On Hand** by
20 revising lines 421 to 423 to read as follows:

21
22 **“(2) The materials shall be stored and handled in accordance**
23 **with Subsection 105.14 – Storage and Handling of Materials and**
24 **Equipment.”**

25
26
27
28
29
30 **END OF SECTION 109**

1 **SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Subsection 202.04 Measurement**, by revising line 119 thru 120:

6
7 **“202.04 Measurement.** The Engineer will not measure removal of
8 structures and obstructions for payment.”

9
10
11 **(II) Amend Subsection 202.05 Payment**, by revising line 122 thru 131:

12
13 **“202.05 Payment.** The Engineer will not pay for removal of structures
14 and obstructions separately and will consider the cost for removal of structures
15 and obstructions as included in the contract prices for the various contract pay
16 items. The cost is for the work prescribed in this section and the contract
17 documents.”

18
19
20
21
22
23 **END OF SECTION 202**

1 **SECTION 209 – TEMPORARY WATER POLLUTION, DUST, AND EROSION**
2 **CONTROL**

3
4 Make the following amendment to said Section:

5
6 **(I)** Amend Subsection **209.03 (A)(2)(e)**, by revising the second paragraph
7 from line 158 to 163 to read as follows:

8
9 “Effective October 1, 2008, follow guidelines in the “Construction Best
10 Management Practices Field Manual” dated January 2008, in developing,
11 installing, and maintaining BMPs for all projects. Follow Honolulu’s City and
12 County “Rules for Soil Erosion Standards and Guidelines” for all projects on
13 Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii
14 projects.”

15
16
17 **(II)** Amend Subsection **209.03(B)(3)**, line 244, to read as follows:

18 **“(3)”** installing check dams and siltation control devices.”

19
20
21
22 **(III)** Amend Subsection **209.04(A)**, by revising line 334 thru 335:

23 **“(A)”** The Engineer will not measure installation, maintenance,
24 monitoring, and removal of BMP for payment.”

25
26
27
28 **(IV)** Amend Subsection **209.05 Payment**, by adding the following after line
29 344:

30 “The Engineer will not pay for installation, maintenance, monitoring, and
31 removal of BMP separately and will consider the cost for installation,
32 maintenance, monitoring, and removal of BMP as included in the contract prices
33 for the various contract pay items. The cost is for the work prescribed in this
34 section and the contract documents.”

35
36
37
38 **(V)** Amend Subsection **209.05 Payment**, by deleting line 351.

39
40
41
42
43 **END OF SECTION 209**

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

2
3 Make the following amendment to said Section:

4
5 **(I)** Amend the second paragraph of **645.03** **Construction** to read as
6 follows:

7
8 "Furnish two police officers for each location that requires lane closure.
9 Furnish one police officer for each location that requires shoulder closure. If TCP
10 is included in the contract documents, furnish these quantities or number of
11 police officers indicated in TCP, whichever is greater."

12
13
14 **(II)** Amend **645.04** **Measurement**, by revising line 396 thru 398:

15
16 **(A)** The Engineer will not measure work zone traffic control for
17 payment."

18
19
20 **(III)** Amend **645.05** **Payment**, by revising line 405 thru 408:

21
22 **"645.05** **Payment.** The Engineer will pay for additional police officers and
23 additional traffic control devices at the contract price per pay unit, as shown in
24 the proposal schedule. Payment will be full compensation for the work
25 prescribed in this section and the contract documents.

26
27 The Engineer will not pay for accepted traffic control and advertisement
28 separately and will consider the cost for accepted traffic control and
29 advertisement as included in the contract prices for the various contract pay
30 items. The cost is for the work prescribed in this section and the contract
31 documents."

32
33
34 **(IV)** Amend Subsection **645.05** **Payment**, by deleting line 415.

35
36
37
38 **END SECTION 645**

Requirement of Chapter 104, HRS
Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a) and (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. [§§104-1(5), 104-2(c), HRS]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency.
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain:

• the name and home address of each employee	weekly straight time and overtime earnings
• the employee's correct classification	amount and type of deductions
• rate of pay (basic hourly rate + fringe benefits)	actual wages paid
• daily and weekly hours worked	date of payment
- Records shall be made available for inspection by the contracting agency, the Department of Labor and Industrial Relations, and any of its authorized representatives, who may also interview employees during working hours on the job. [§104-3(b), HRS]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices and Trainees

- In order to be paid apprentice or trainee rates, apprentices and trainees must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the Department of Labor and Industrial Relations, Workforce Development Division. [§12-22-6(1), HAR]
- The number of apprentices or trainees on any public work in relation to the number of journey workers in the same craft classification as the apprentices or trainees employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship or trainee standards registered with or recognized by the Department of Labor and Industrial Relations. A registered or recognized apprentice receiving the journey worker rate will not be considered a journey worker for the purpose of meeting the ratio requirement. [§12-22-6(2), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are:
 - First Violation: Equal to 10% of back wages found due or \$25 per offense, whichever is greater.
 - Second Violation: Equal to amount of back wages found due or \$100 per each offense, whichever is greater.
 - Third Violation: Equal to two times the amount of back wages found due or \$200 for each offense, whichever is greater; and Suspension from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within two years of the **second notification of violation**.
- Suspension. For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25]
- Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty as provided in Section 104-22(b), HRS. [§104-3(c)]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$1,000 per project, and \$100 per day thereafter, for interference or delay. [§104-22(b)]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f)]

For additional information, visit the department's website at <http://dlir.state.hi.us/> or contact any of the following DLIR offices:

Oahu (Wage Standards Division)	586-8777
Maui	243-5322
Hilo.....	974-6464
West Hawaii	322-4808
Kauai.....	274-3351

OFFER FORM OF-2

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified equipment and services.

Bid Price Table

Item Reference No.	Item Description			Unit	Quantity	Task 2: Procurement of Comm. Equipment (\$)	Task 3: Installation of Comm. Equipment (\$)	Task 7: System Testing and Acceptance (\$)	Subtotal (\$)
	Hub No.	Ring	Node No.						
697.0010	1	Halawa	HW-3	L.S.	L.S.				
697.0020	2	Halawa	HW-2	L.S.	L.S.				
697.0030	3	Tunnel	TUN-10	L.S.	L.S.				
697.0040	4	Tunnel	TUN-8	L.S.	L.S.				
697.0050	5	Tunnel	TUN-7	L.S.	L.S.				
697.0060	6	Tunnel	TUN-5	L.S.	L.S.				
697.0070	7	Tunnel	TUN-4	L.S.	L.S.				
697.0080	8	Haiku	HK-3	L.S.	L.S.				
697.0090	9	Tunnel	TUN-9	L.S.	L.S.				
697.0100	10	Tunnel	TUN-2	L.S.	L.S.				

**OFFER FORM
OF-2**

Item Reference No.	Item Description			Unit	Quantity	Task 2: Procurement of Comm. Equipment (\$)	Task 3: Installation of Comm. Equipment (\$)	Task 7: System Testing and Acceptance (\$)	Subtotal (\$)
	Hub No.	Ring	Node No.						
697.0110	11	Tunnel	TUN-3	L.S.	L.S.				
697.0120	12	Tunnel	TUN-6	L.S.	L.S.				
697.0130	13	Haiku	HK-2	L.S.	L.S.				
697.0140	14	Halawa	HW-1	L.S.	L.S.				
697.0150	14	Haiku	HK-1	L.S.	L.S.				
697.0160	14	Tunnel	TUN-1	L.S.	L.S.				
697.0170	15	Tunnel	11	L.S.	L.S.				
Subtotals for Tasks 2, 3 and Task 7 =									
						Task 2: Equipment	Task 3: Installation	Task 7: System Testing and Acceptance	Subtotal

**OFFER FORM
OF-2**

Item Reference No.	Item Description	Unit	Quantity	Price (\$)	Subtotal
697.0180	Task 1: Communications Migration Plan	L.S.	L.S.		
697.0190	Task 4: Replacement of Four Communications Hub Cabinets	Each	4		
697.0200	Task 5: Test Existing Spare Fibers	L.S.	L.S.		
697.0230	Task 8: Training and System Documentation	L.S.	L.S.		
697.0240	Task 9: Warranty and Support Services	Monthly	12		
697.0250	Task 10: Spare Parts Inventory	L.S.	L.S.		

OFFER FORM
OF-2

Total Bid =

OFFEROR SIGNATURE: _____

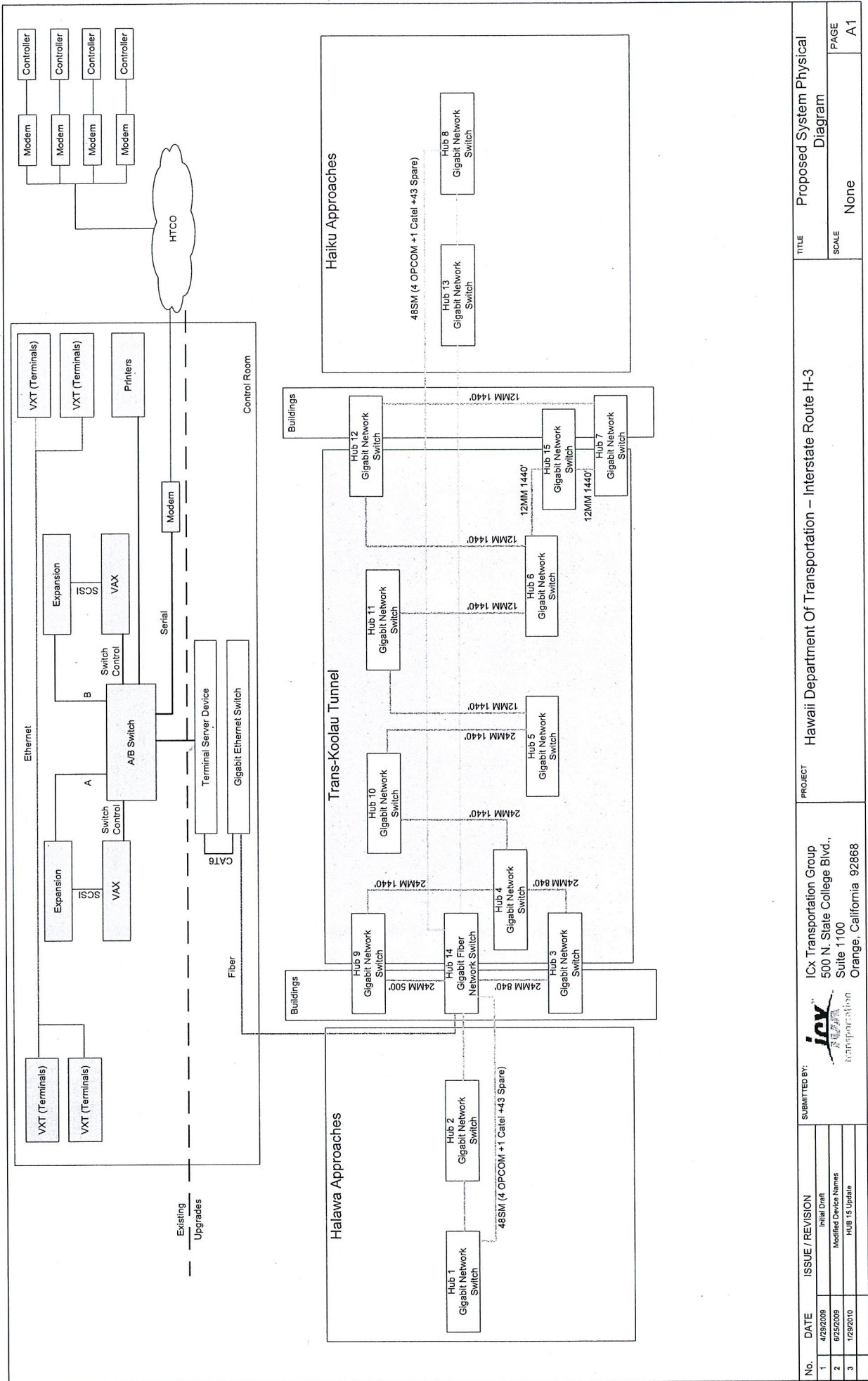
OFFICIAL TITLE: _____

NAME OF COMPANY: _____

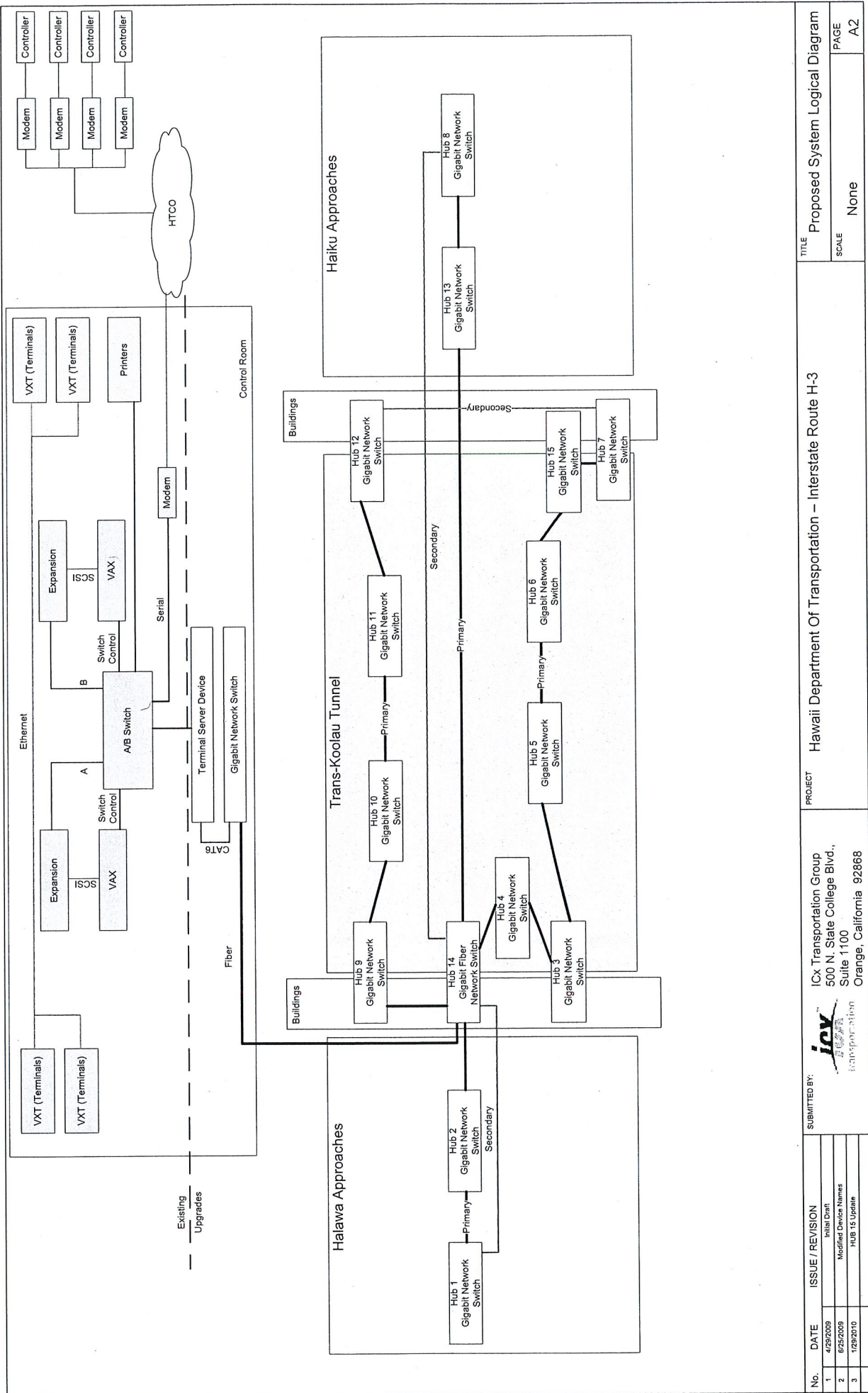
Item Reference No.	Item Description	Unit	Quantity	Price (\$)	Subtotal
209.0100	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	\$5,000.00
645.0100	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	F.A.	F.A.	F.A.	\$10,000.00
697.0210	Task 6: Splice Existing Fibers	Each	12		
697.0220	Task 6: Terminate Existing Fibers	Each	12		

Notes:

1. Items 209.0100, 645.0100, 697.0210, and 697.0220 are not included in the Total Bid Price.
2. Total Bid Price shall include costs for Tasks 1, 2, 3, 4, 5, 7, 8, 9, and 10. Total bid shall be the total cost for accomplishing the development and delivery of these services.

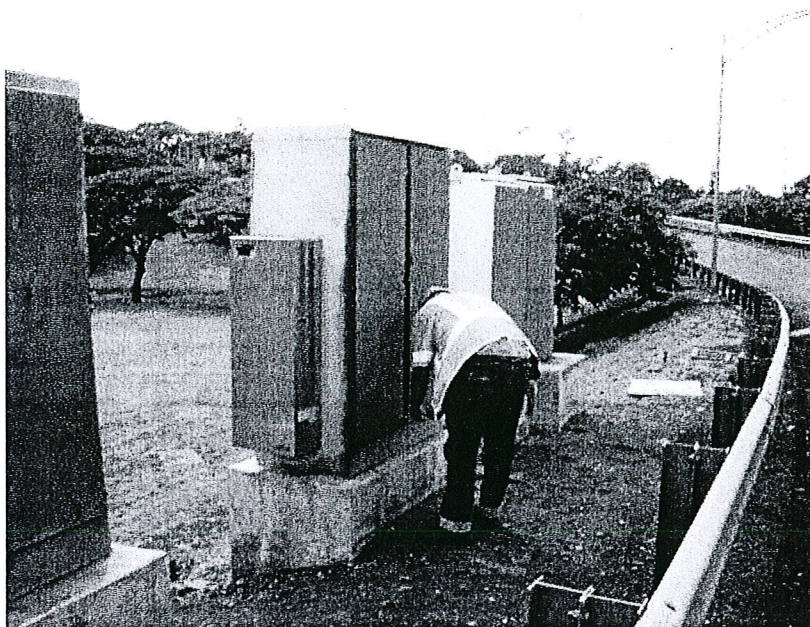


No.			DATE	ISSUE / REVISION	SUBMITTED BY:	PROJECT	Hawaii Department Of Transportation – Interstate Route H-3	TITLE	Proposed System Physical Diagram	SCALE	PAGE	A1
1		4/29/2009	Initial Draft									
2		6/25/2009	Modified Device Names									
3		1/29/2010	HUB 15 Update									
				<div><div><div>ICx Transportation Group 500 N. State College Blvd., Suite 1100 Orange, California 92668</div></div></div>								

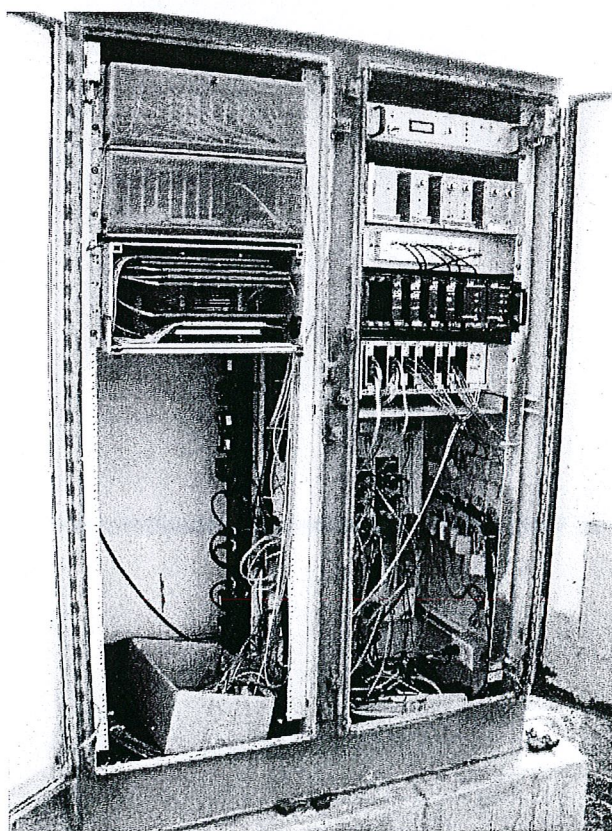


No.		DATE	ISSUE / REVISION	SUBMITTED BY:	PROJECT	Hawaii Department Of Transportation - Interstate Route H-3	TITLE	Proposed System Logical Diagram	
1	4/29/2009		Initial Draft					SCALE	PAGE
2	6/26/2009		Modified Device Names					None	A2
3	1/29/2010		HUB 15 Update						

ADDITIONAL HUB PICTURES

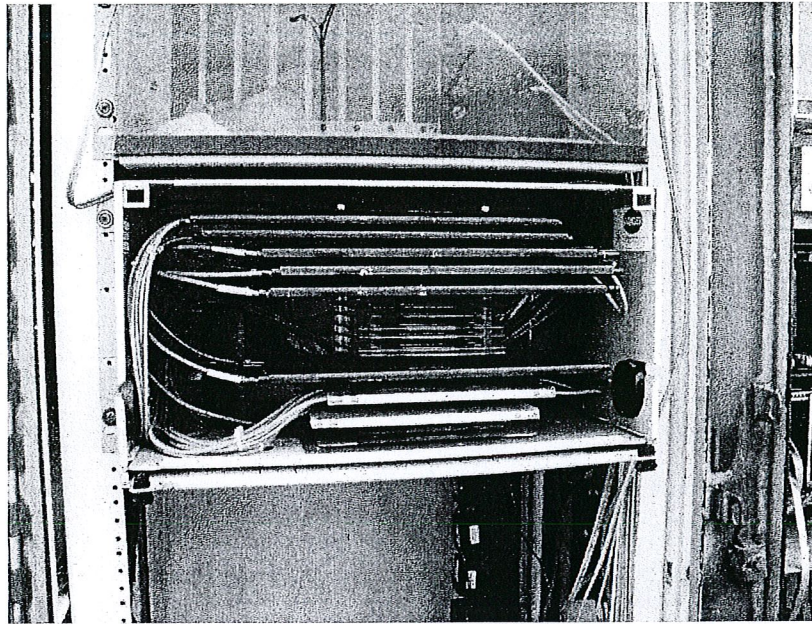


Hub No. 1 Exterior

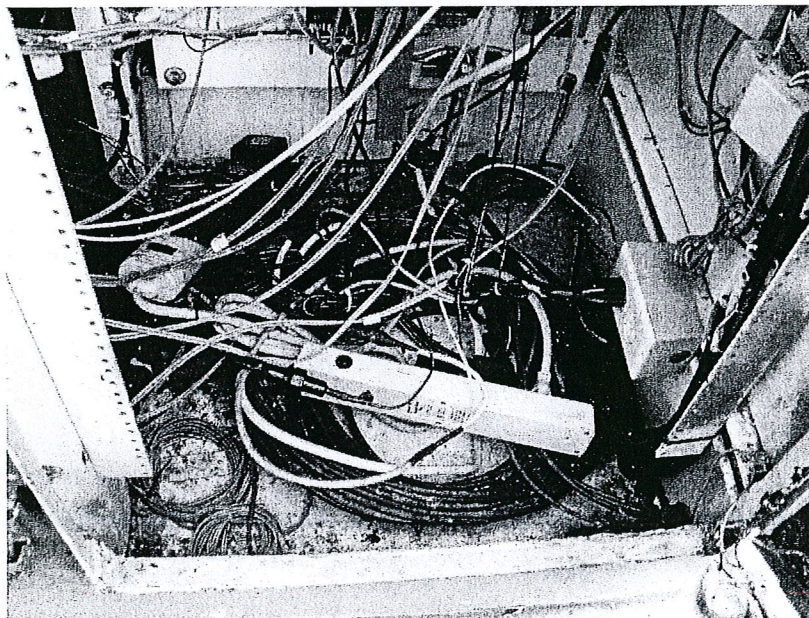


Hub No. 1 Interior

ADDITIONAL HUB PICTURES

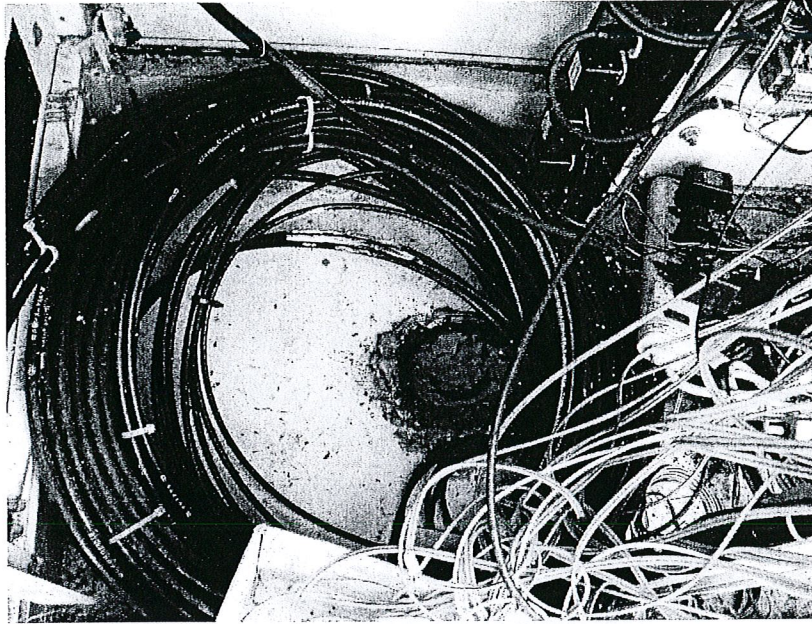


Hub No. 1 Splice Trays

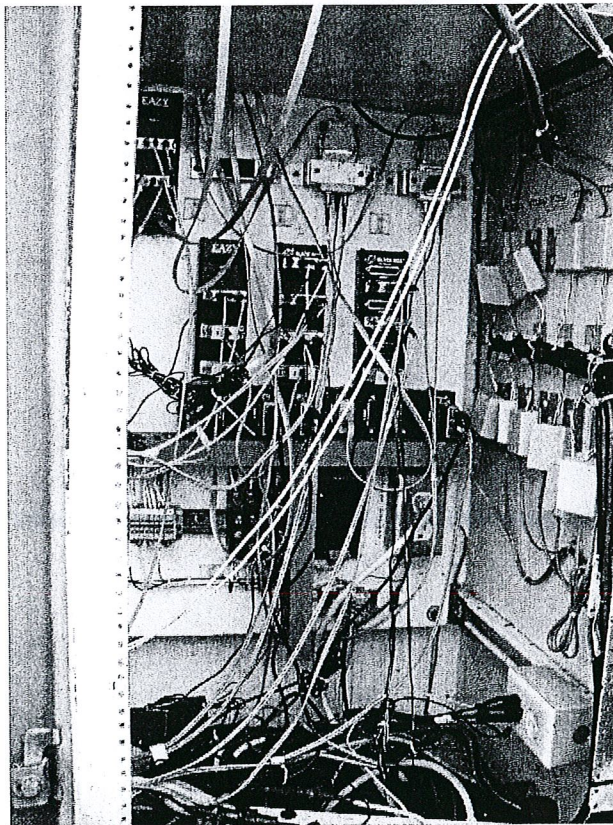


Hub No. 1 Cabinet Floor

ADDITIONAL HUB PICTURES

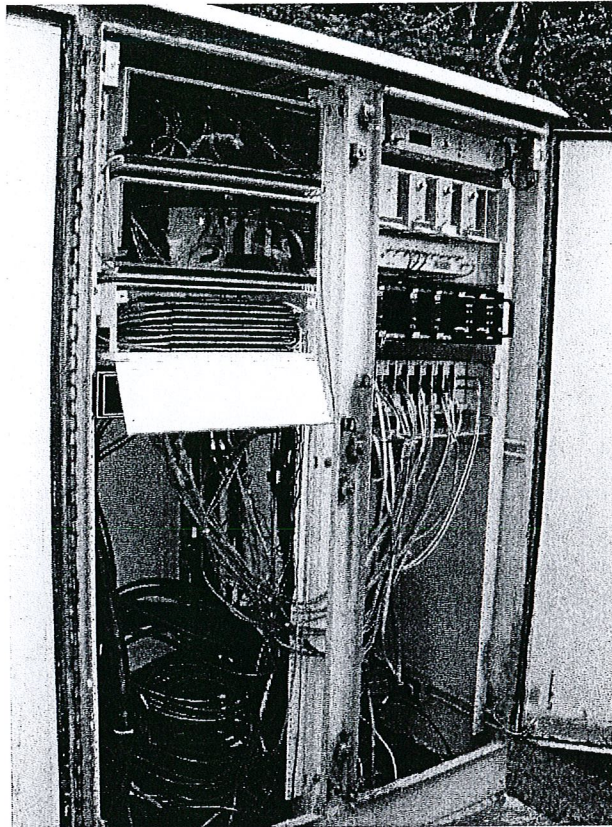


Hub No. 1 Cabinet Floor

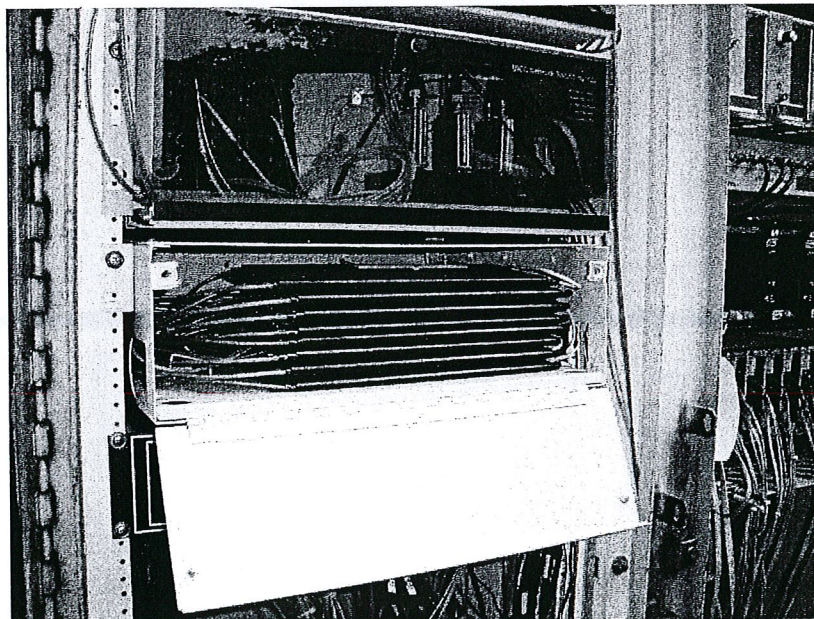


Hub No. 1 Interior

ADDITIONAL HUB PICTURES

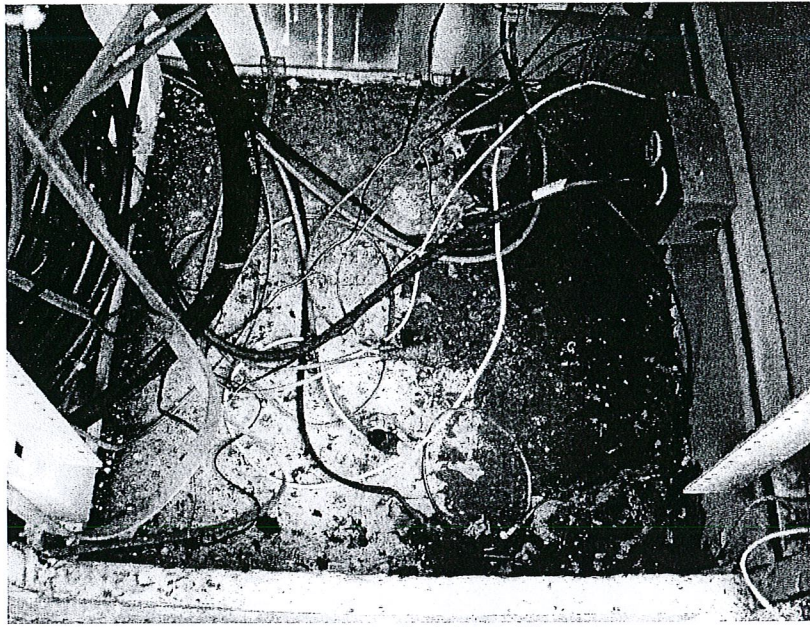


Hub No. 2 Interior

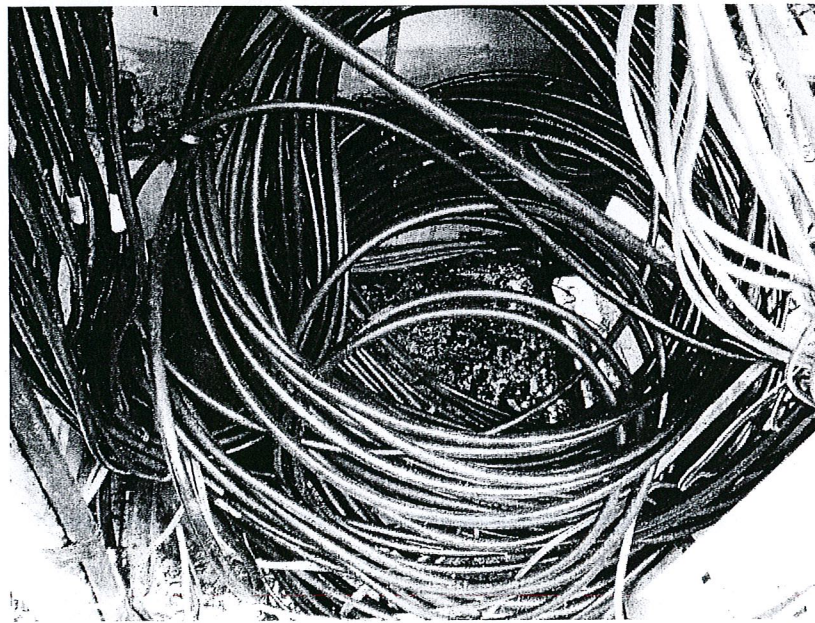


Hub No. 2 Splice Trays

ADDITIONAL HUB PICTURES

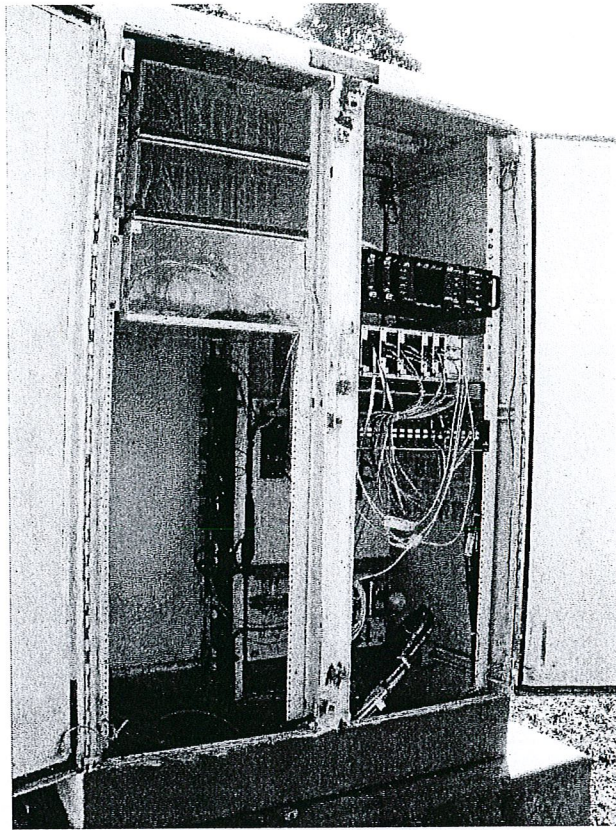


Hub No. 2 Cabinet Floor

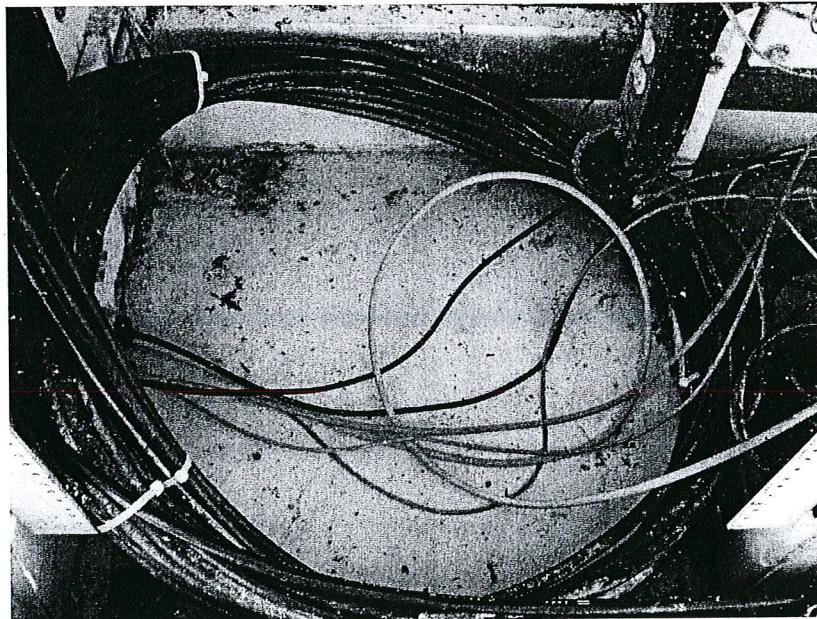


Hub No. 2 Cabinet Floor

ADDITIONAL HUB PICTURES

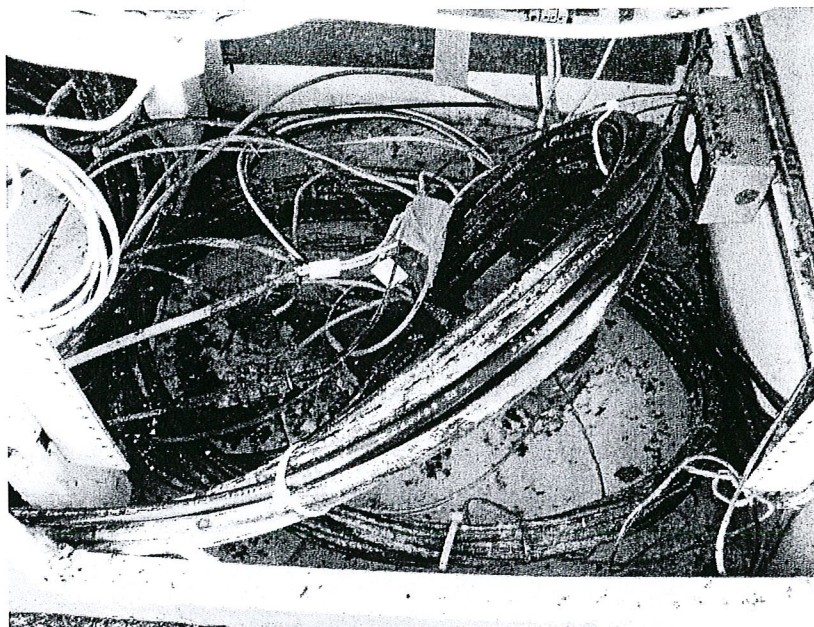


Hub No. 8 Interior

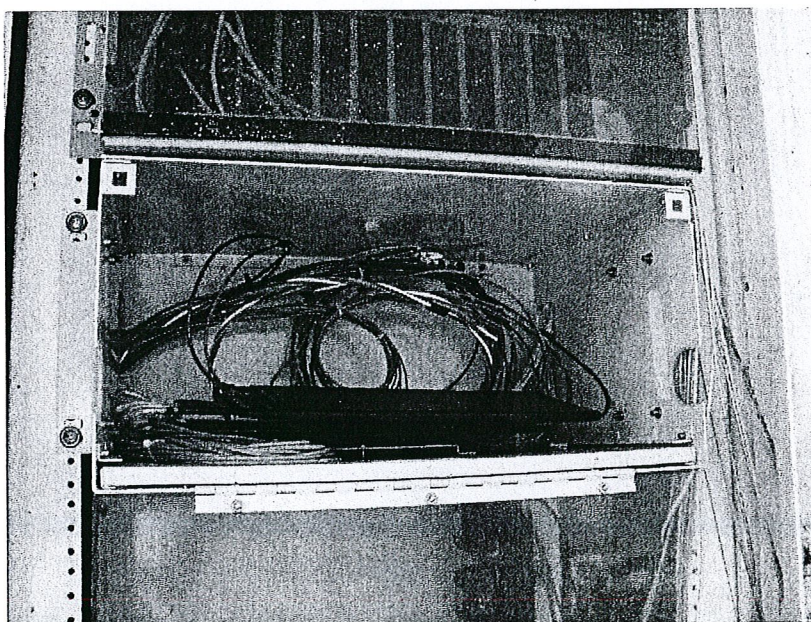


Hub No. 8 Cabinet Floor

ADDITIONAL HUB PICTURES

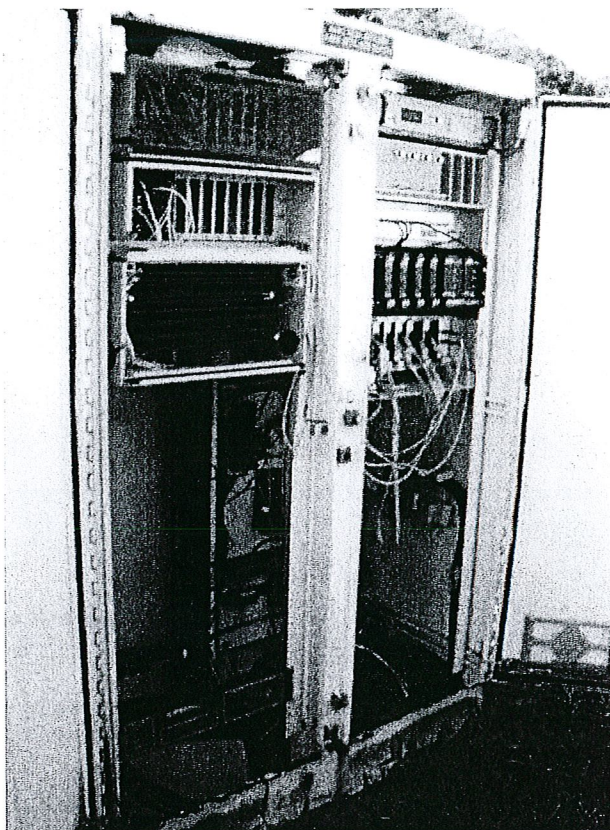


Hub No. 8 Cabinet Floor

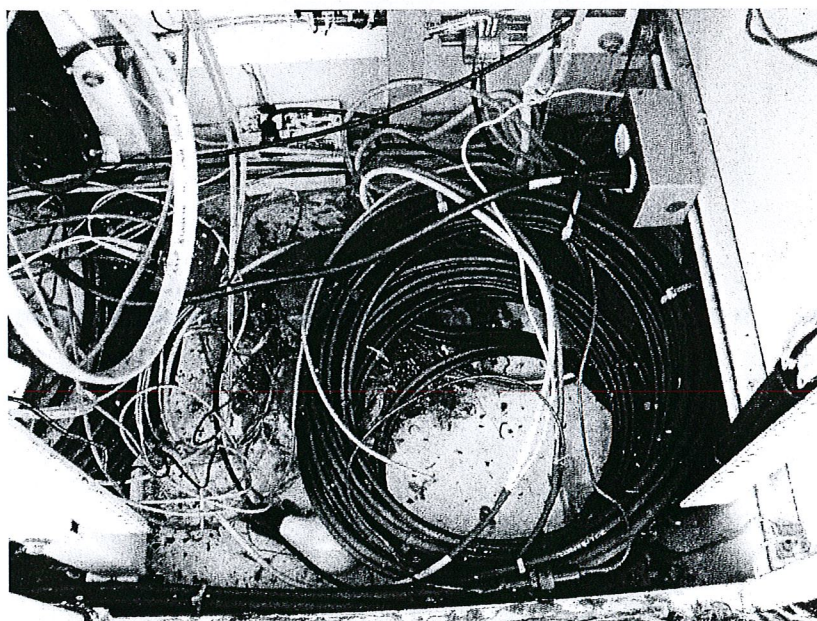


Hub No. 8 Splice Trays

ADDITIONAL HUB PICTURES

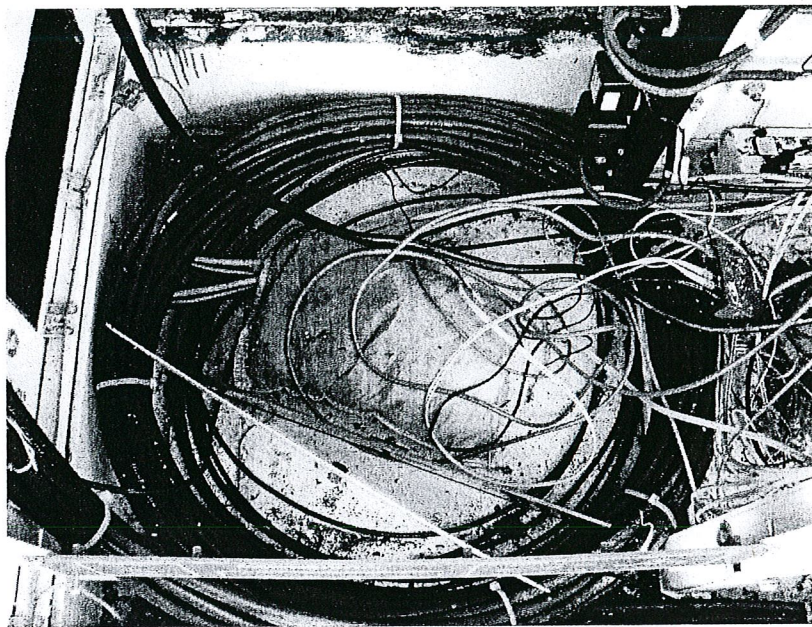


Hub No. 13 Interior

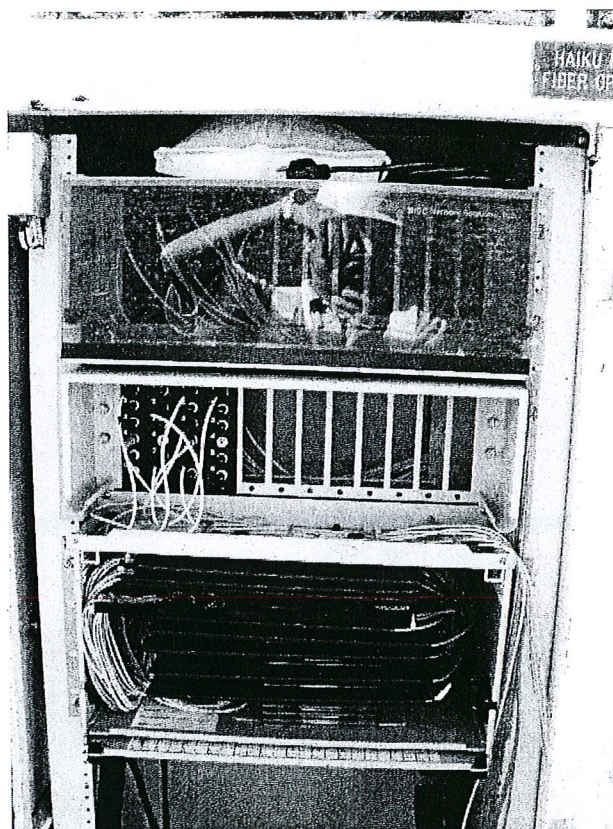


Hub No. 13 Cabinet Floor

ADDITIONAL HUB PICTURES



Hub No. 13 Cabinet Floor



Hub No. 13 Splice Trays

PRE-PROPOSAL CONFERENCE NOTES

Project: Freeway Management System Phase 1B: Traffic Operations Center, Unit 5B: Communication Systems Upgrade
Federal-Aid Project No. IM-0300(119)

Subject: Non-mandatory Pre-Proposal Conference

Date/Time: January 20, 2010 / 9:00 AM – 11:00 AM

Held: State Department of Transportation, Highways Division, H-3 Traffic Operations Center

Present: See attached lists of attendees

Discussed:

1. Benson Chow opens meeting at 9:00 A.M.:

- a. Pre-proposal conference is non-mandatory and is intended for clarification prior to bidding.
- b. If you haven't done so yet, please sign in.
- c. Any discrepancies will be addressed by addendum.
- d. Offerors have until January 27, 2010 at 3:00 P.M. to submit any questions.
- e. The minutes to this meeting will be distributed via an addendum.
- f. Proposal due date is scheduled for 2:00 P.M., February 17, 2010. (*Note: Revised to June 9, 2010 per this addendum*)
- g. Brief project overview.
- h. Visit equipment room (downstairs) to view Opcom equipment.
- i. Visit Hub 9 at Honolulu-bound Halawa portal to view Opcom equipment.
- j. Visit Hub 8 to view roadside cabinet condition and ease of access to cabinet.

2. Open discussion to prospective Offerors:

Q: Is bonding required for this contract?
A: No.

- Q: Is it required that one company do all the work in this contract?
A: No. A proposal can be submitted by an Offeror who has teamed with subcontractors to do certain portions of the work.
- Q: Is the contractor responsible for producing as-builts?
A: No. Per Section 2.05, as-builts will be a HDOT responsibility.
- Q: Is there enough existing dark fiber to accommodate the intended work?
A: Yes.
- Q: Is it allowable to propose a different cabinet finish than what is shown in the RFP (bare aluminum)?
A: Yes. Please refer to Section 3.05 – Exceptions. Proposals may differ from the requirements shown in the RFP. These differences however, must be identified as exceptions per Section 3.05.
- Q: Will the contractor be liable for vandalism, knockdowns, or other similar types of damages beyond the contractor's control during the course of the work?
A: No. Section 2.06.07 describes the various tests that must be done to verify system operation. However, while the contractor must make every reasonable effort to protect the work and prevent damages, damages beyond the contractor's control will be remedied via change order.
- Q: How many fibers need to be tested?
A: Per Section 2.06.05, at least 4 existing spare fibers in each fiber optic cable section as shown in Exhibit A.

Meeting Adjourned at 11:00 A.M.

Prepared by: Benson Chow

QUESTIONS AND ANSWERS			
Question #	Ref Section	Question	Response
1		Where is the O&M building or site? Was it the room with all the video monitors next to where the pre-proposal meeting was held?	The O&M facility (Hub 15) is on the Haiku (Kaneohe) side of the H-3 Harano Tunnels. The room with the video wall, next to the conference room, is the control room.
2		Is the O&M to TOC network connection to use fiber or Cat6?	Currently the O&M facility (Hub15) is connected via the OPCOM system via fiber.
3		Is the O&M to TOC network connection another ring or just a single connection to the TOC switch?	Currently it is a part of the OPCOM network and part of the overall migrated tunnel ring. An updated diagram is included with this addendum to clarify the location and connectivity of Hub 15
4		Is the O&M switch to connect to the Gigabit TOC switch or to the non-gigabit TOC switch?	All outside hubs are to be connected to their neighboring network switch.
5		Do the two TOC switches connect via fiber or Cat6?	In the Control Room the Gigabit Fiber Network Switch connects to the Gigabit Network via fiber.
6		Is the TOC to TOC switches connection another ring or just a single connection to each other?	A single redundant connection.
7		What are the operating/environmental specifications of the existing equipment? Specifically, the OPCOM gear.	The operating environmental specifications for the existing equipment and OPCOM gear are not available.
8		Amount of rack space available at the head-end for parallel systems?	The contractor may need to setup a free standing temporary rack system to support parallel systems.
9		Must contractor be factory trained on the network management software for purposes of the maintenance portion of the bid?	No, the contractor does not have to be factory trained on the Network Monitoring Station Software for purposes of the maintenance portion of the bid.
10		Are there specific times that work is prohibited?	Work will be allowed during the State's normal working hours. There may be specific times where work is prohibited. However, being that this is a working day contract for Tasks 1 through 8 (Section 5.04), every day in which HDOT suspends work for four or more hours through no fault of the Contractor will not be counted against the contract time.
11		Page 14: Gigabit network switch item 4: Does this include patch cords and if so, how many and at what length?	Contractors must provide adequate Cat6 and Fiber patch cords to connect and create a fully functional system. The length of the patch cord is to be determined by the contractors to adequately connect devices without straining equipment, cables or connectors while maintaining a well organized cabling structure.

QUESTIONS AND ANSWERS			
Question #	Ref Section	Question	Response
12		Page 18: Installation of equipment item 1: Are there available AC power at head end to accommodate parallel systems?	AC power is available at the head end to accommodate parallel systems. Contractors may need to provide temporary extension cables and power outlet strips.
13	Tax Liability, Section 5.16	Tax Liability - Paragraph 5.16.c discusses tax liability conditions for tax-exempt offeror organizations. The proposal requires that the Hawaii G.E.T. license number be stated on the proposal document (Offer Form OF-1). If an offeror is an out-of-state organization and leaves the OF-1 line blank, thereby omitting a G.E.T. number, are they still subject to the G.E.T. tax liability? Will out of state offerors be subject to the "taxpayer preference" clause (5.16d) as part of the evaluation?	HRS 237-23 lists specific business types that are exempt from paying the G.E.T. Out-of-state businesses are not exempt from paying the G.E.T. unless they fall under one of the business types listed in HRS 237-23. Proposal pricing which does not include the G.E.T., will have it added for evaluation.
14	Task 4, Section 2.06.04	Hub Cabinets - Task 4 (paragraph 2.06.04) calls for the replacement of 4 Hub cabinets. The equipment spec is on pages 24 and 25. The intent of the new cabinets is to replace existing steel cabinets that have deteriorated. During the walk-through, it became apparent that the existing cabinets have "enclosed bottoms". The spec for the new cabinets does not show this as a requirement but the spec does state, "replace existing cabinets with similar cabinets". Does the term "similar cabinet" imply that a closed bottom is a requirement of this project?	No, the new equipment cabinets may have open bottoms. Per Equipment Cabinet, Dimensions of Section 2.06.04, the new cabinet must fit on the existing concrete foundation as new foundations cannot be constructed.
15	Task 4, Section 2.06.04	The spec for the hub cabinets calls for Best locks under the locking system description on page 25. The Best Lock Series number specified has a "construction core", more often referred to as a tumbler or lock cylinder. Many other DOT projects require that the construction core be replaced with a tumbler/cylinder that is "one of a kind" and assigned to the State DOT. Will this be a requirement of this project?	Yes. Please refer to changes made via this addendum.
16	Task 4, Section 2.06.04	The cabinet hub spec calls for 1/4 (.250") aluminum (see page 24 under material). Caltrans nominates 1/8" (.125) aluminum under their QPL listed cabinets. Will 1/8" (.125) aluminum be acceptable as a variance for this project?	Yes. Please refer to Section 3.05 to identify any exceptions taken.

QUESTIONS AND ANSWERS			
Question #	Ref Section	Question	Response
17		Prevailing Wages - The scope of the contract and personnel requirements (as listed on page 37) will require technicians and others to make actual job-site visits to do the work. The proposal package does not address prevailing wages and/or Davis-Bacon wages (the project has federal funding based on the title). Are prevailing wages and/or Davis-Bacon wages required for this project? Will "certified payrolls" be a requirement?	Please refer to changes made via this addendum.
18	Task 2, Section 2.06.02	Both the descriptions for Gigabit Network Switch and Gigabit Fiber Network Switch (Hub 14) refer to a fiber interface speed of 1000FX. What is 1000FX?	1000FX is a speed reference for a device which provides gigabit speed Ethernet via a fiber connection.