

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

ADDENDUM NO. 1

for

FURNISHING AND DELIVERING THERMOPLASTIC PAVEMENT MARKING
COMPOUND, HIGHWAYS DIVISION, ISLANDS OF OAHU, HAWAII, MAUI AND
KAUAI, PROJECT NO. HWY-C-01-22R

The following amendment shall be made to the Bid Documents:

SPECIFICATIONS

- A. SECTION 10 – FURNISHING AND DELIVERING THERMOPLASTIC
PAVEMENT MARKING COMPOUND
1. Replace the entire Section 10 dated 12/30/22 with the attached revised
Section 10 dated r1/12/23.

Please acknowledge receipt of this Addendum No. 1 by recording the date of its receipt in the
space provided on page PF-4 of the Proposal.



ROBIN K. SHISHIDO
Deputy Director, Highways Division

SECTION 10 – FURNISHING AND DELIVERING
THERMOPLASTIC PAVEMENT MARKING COMPOUND

10.1 DESCRIPTION OF WORK:

This work shall consist of furnishing and delivering thermoplastic pavement marking compound, at the unit bid price in the Proposal Schedule on an “as-needed” basis during the Contract period for the Islands of Oahu, Hawaii, Maui, and Kauai; and delivered to the place designated herein, all in accordance with the requirements of these Specifications and Standard Specifications.

The contract to be awarded is considered an indefinite quantity contract. The State gives no assurance to any Contractor that any specific quantity of materials will be purchased.

10.2 GENERAL REQUIREMENTS:

The estimated quantities of the thermoplastic pavement marking compound to be purchased from the Notice to Proceed date, for a period of twelve (12) months, are noted in the Proposal Schedule for each of the Districts.

All materials shall meet the requirement of Standard Specifications, Section 755.05, Retroreflective Thermoplastic Compound Pavement Markings. The thermoplastic pavement marking compound (white and yellow) shall be delivered in 50-pound bags, manufactured by Ennis-Flint, Inc., Swarco or approved equal. Glass Beads shall be Duralux manufactured by Swarco, Type I Glass Bead manufactured by Apex Universal, Inc., or approved equal and shall be delivered in 50-pound bags.

The Thermoplastic Primer and Sealer shall be suitable for concrete asphalt road surfaces prior to the application of thermoplastic striping material and shall be delivered in 5-gallon pails.

10.3 DELIVERY:

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

B. COORDINATION AND LOCATION OF DELIVERY: All deliveries under this contract shall be coordinated with the Engineer or a duly authorized

representative. Delivery shall be made to the following districts within twenty (20) working days after receipt of the order from the district. The product Safety Data Sheet (SDS) for each item that was ordered shall be furnished to the recipient district. This is mandatory for the initial delivery of each item to each recipient district. The order shall be delivered, unloaded and stacked at the direction of the recipient. The location of delivery and contact information are as follows:

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|---|---|
| District Engineer – Oahu District Highways Division – State DOT 727 Kakoi Street Honolulu, Hawaii 96819 Point of Contact: Mr. Mark Anama (Traffic Sign & Marking Subunit Supervisor – Oahu District) Phone No.: (808) 837-8054 Email: mark.t.anama@hawaii.gov | District Engineer – Hawaii District Highways Division – State DOT 50 Makaala Street Hilo, Hawaii 96720 Point of Contact: Mr. Francis Kekaulua (Const. & Maint. Superintendent – Hawaii District) Phone No.: (808) 933-8866 Email: francis.e.kekaulua@hawaii.gov |
| District Engineer – Maui District Highways Division – State DOT 650 Palapala Drive Kahului, Hawaii 96732 Point of Contact: Ms. Annette Matsuda (Maintenance Engineer – Maui District) Phone No.: (808) 873-3535 Email: annette.dh.matsuda@hawaii.gov | District Engineer – Kauai District Highways Division – State DOT 1720 Haleukana Street Lihue, Hawaii 96766 Point of Contact: Mr. Willy Ortal (Maintenance Engineer – Kauai District) Phone No.: (808) 241-3032 Email: willy.s.ortal@hawaii.gov |

C. PACKAGING AND MARKING: The thermoplastic pavement marking compound shall be delivered in clean standardized manufactured 50-pound bags. The Thermoplastic Primer and Sealer shall be delivered in clean standardized manufactured 5-gallon pail containers. Each container shall bear a label with the following information:

- | | |
|----------------------------|---------------------------|
| 1. Material Description | 7. Contractor’s address |
| 2. Shipping Point | 8. Manufacturer’s name |
| 3. Quantity | 9. Manufacturer’s address |
| 4. Trademark or trade name | 10. Contract number |
| 5. Date of manufacture | 11. Project number |
| 6. Contractor’s name | |

The bid price shall include the cost of containers, which shall become the property of the Department. All containers shall have a positive and permanent seal. The Contractor shall replace any thermoplastic pavement marking compound which has become unfit for use.

- D. NOTIFICATION OF DELIVERY: The Contractor shall have the shipper notify the recipient district by calling or emailing the point of contact as listed in Section 10.3.B Coordination and Location of Delivery of this section at least five (5) working days in advance as to the day and time of delivery. The day and time of delivery shall be subject to approval of the recipient Engineer.
- E. INSPECTION OF MATERIAL: The Contractor and the Engineer shall make a visual and physical check of the materials delivered for damage, shortages, etc. Payment will not be processed until the Contractor and Engineer have both concluded that the materials delivered meet the contract requirements.

10.4 BIDDER/CONTRACTOR SUBMITTAL:

For each of the material described and in accordance with the schedule as specified in Section 10.4.E Schedule of Submitting Required Documents of this section, the Contractor shall submit the following as original documents to:

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

- A. PRODUCT DATA: Submit manufacturer’s literature, catalog or brochure describing the product. The product data shall be received by the Project Manager no later than seven (7) working days from the date of receipt of the written request from the State. Failure to submit may result in bid rejection.
- B. NOTARIZED LETTER OF CERTIFICATION stating that materials which shall be supplied in this contract shall be compliant with these Specifications. The notarized letter of certification shall be received by the Project Manager no later than seven (7) working days from the date of receipt of the written request from the State. Failure to submit may result in bid rejection.
- C. MATERIAL CERTIFICATE OF COMPLIANCE:
 - 1. The Contractor shall certify that the materials delivered conform to the requirements of the Standard Specifications, the Standard Plans, and these Specifications.
 - a. The notarized certificate shall include, as a minimum, the following data:
 - i. Name of manufacturer

- ii. Material being certified
- iii. Batch or lot number (if applicable)
- iv. Applicable test results of finished products
- v. Applicable specifications
- vi. Date
- vii. Statement of Compliance by a responsible official (employee) of the Manufacturer or by his representative. The Manufacturer's statement of compliance shall be notarized.
- viii. Project identification

D. SAFETY DATA SHEET (SDS): Submit a copy of the SDS containing all the necessary data that includes safe handling of the material.

E. SCHEDULE OF SUBMITTING REQUIRED DOCUMENTS:

1. Prior to award: The Product Data, Notarized Letter of Certification, Material Certificate of Compliance, and SDS as specified in Sections 10.4.A, B, C, and D of this section, shall be received by the Project Manager no later than seven (7) working days from the date of request (date of receipt of the written request) from the State.
Failure by the bidder to submit: The bidder may be considered non-compliant with the requirements of the Specifications if the bidder fails to submit the specified documents no later than seven (7) working days from the date of request (date of receipt of the written request) from the State. This failure may result in rejection of bid.
2. Upon delivery: The bidder shall submit the following:
 - a. Warranty
 - b. Material Certificate of Compliance
3. When there are changes in the composition or manufacturing process of any material as specified in this contract: Throughout the life of the contract including any contract extension(s), report any changes, in writing, in the composition or manufacturing process of any material as specified in this contract to Construction and Maintenance Branch at the address as specified in this section. Any changes require a resubmission of Material Certificate of Compliance.
4. Upon each order of materials by the Engineer, the Contractor shall require the manufacturer to furnish a Material Certificate of Compliance and

submit the certificate to the office as specified in Section 10.4 Bidder/Contractor Submittal of this Section upon delivery of the required material. The Contractor shall certify the manufacturer's Statement of Compliance.

- a. The materials in the Certificate of Compliance may be reviewed by the Materials and Testing Branch for acceptance. The review process shall be completed within five (5) to ten (10) working days from the time of receipt of the document(s). The Construction and Maintenance Branch will notify the Contractor and the recipient District of the result.

10.5 TERM OF CONTRACT: The term of this contract shall be for twelve (12) months from the date indicated on the Notice to Proceed from the State unless renewed as provided for in Section 10.6 Option to Extend Term, herein below.

10.6 OPTION TO EXTEND TERM: Subject to the availability of State funds, this contract may be extended up to four (4) additional twelve (12) month periods, or portions thereof, without the necessity for re-bidding upon mutual agreement between the State and the Contractor in writing provided the contract price for the extended period shall remain equal to or less than the initial bid price; however, the entire term of contract, including extensions, shall not exceed sixty (60) months.

10.7 ESCALATION CLAUSE: At the beginning of each twelve (12) month extension period, the cost of all bid items will be automatically increased by the percent change of the annual U.S. City Average, Consumer Price Index for All Urban Consumers (CPI-U) from the previous calendar year (percent change from the previous December). Information on the CPI-U can be found online at <https://www.bls.gov/cpi>. Increases shall be capped at five (5%) percent per twelve (12) month period. Price adjustments shall be made only at the time of extension of the contract.

10.8 MEASUREMENT AND PAYMENT: Specified thermoplastic pavement marking compound will be paid for at the contract price per unit, which payment will be full compensation for all materials, labor, equipment, applicable taxes, and incidentals necessary to manufacture the thermoplastic pavement marking compound in accordance with these specifications and to furnish and deliver, unload and stack the specified thermoplastic pavement marking compound at the places designated herein.