

SPECIFICATIONS AND PROPOSAL

FOR

REPAIRS AT

KAUNAKAKAI HARBOR, MOLOKAI, HAWAII

JOB S30225

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

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NOTICE TO BIDDERS
(Chapter 103D, Hawaii Revised Statutes)

The receiving of SEALED BIDS for REPAIRS AT KAUNAKAKAI HARBOR, MOLOKAI, HAWAII, JOB S30225, will begin as advertised in HiePRO. Bidders are to register and submit bids through HiePRO only. See the following HiePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Plans, specifications, proposal, contract forms, and any other applicable documents may be obtained from HiePRO.

Deadline to submit bids is February 14, 2023, at 2:00 p.m. Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work consists of repairing a portion of the existing causeway rock revetment and rock wall, replacing the existing fencing adjacent to the ferry terminal, and repairing damaged pavement in the existing storage yard at Kaunakakai Harbor, Molokai. The estimated cost of construction is between \$400,000.00 and \$600,000.00.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor's "A" license at the time of bidding.

The GENERAL PROVISIONS dated 2016 applicable to this project are available on the internet at <http://hidot.hawaii.gov/administration/con/>.

A pre-bid meeting is scheduled for January 31, 2023, at 10:00 a.m. HST. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. The pre-bid meeting will be conducted on Microsoft Teams. Contact Mr. James Miller, Project Manager, Harbors Division, by phone at (808) 587-1871 or email at James.B.Miller@hawaii.gov a minimum of 24 hours prior to the scheduled pre-bid meeting to receive the Teams meeting invitation. Anything said at the pre-bid meeting is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HiePRO.

All questions and requests for information (RFI) applicable to the bid documents shall be submitted via HiePRO no later than 14 calendar days before bid opening. Questions received after the deadline will not be addressed. Verbal RFI will not receive a response.

Apprenticeship Preference. A 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to §103-55.6, Hawaii Revised Statutes (HRS), is applicable to this project.

Employment of State Residents on Construction Procurement Contracts. Compliance with §103B-3, HRS, is a requirement for this project whereby a minimum of 80% of the bidder's work force on this project **must** consist of Hawaii residents.

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

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

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

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

For additional information, contact Mr. Miller.

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



DREANALEE K. KALILI
Deputy Director
Department of Transportation, Harbors Division

Posted on HIePRO: January 25, 2023

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project (*See, HRS § 444-7 for the definitions of an "A" and "B" project.*), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The General Provision is amended as follows:

A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

1. Section 1.3 Definitions: The definition for “Subcontractor” is amended by deleting it and replacing it with the following:

“Subcontractor – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.”

B. ARTICLE II – STANDARD PROVISIONS FOR COMPETITIVE SEALED BIDS AND AWARDS

1. 2.7 Request for Substitution of Specified Materials and Equipment Before Bid Opening is amended as follows:

- a. The last sentence in the first paragraph (line 147 to 152) be replaced with the following: “Where a bidder intends to use a material or equipment of an unspecified brand, make, or model, the bidder must submit a request to the Department for review and approval at the earliest date possible. Requests shall be submitted via email to the Contact person listed in HiePRO for the solicitation and also posted as a question in HiePRO under the question/answer tab referencing the email with the request. The request must be posted in HiePRO no later than seventeen (17) calendar days before the bid opening date, not including the bid opening date.”
- b. The first sentence in the second paragraph (line 154 to 156) shall be replaced with the following: “It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

2. 2.8 Preparation and Delivery of Bid is amended as follows: Last paragraph (line 189 to 192) shall be replaced with the following:

“The bidder shall submit the completed proposal pages and other bid documents in HiePRO. Bids received after said due date and time shall not be considered. Original bid documents are not required to be submitted.”

3. 2.11 Bid Security is amended by adding the following after (a)(3)(line 257):
“(4) Proposal Guaranty listed in (1) and (3) shall be in its original form, and shall be received at the Contracts Office, Department of Transportation, Aliiimoku Hale, 869 Punchbowl Street, Room 105, Honolulu, Hawaii 96813 before the bid deadline.”
4. 2.12 Pre-Opening Modification or Withdrawal of Bids is amended by deleting 2.12 Pre-Opening Modification or Withdrawal of Bids in its entirety and replacing it with the following:
“2.12 Pre-Opening Modification or Withdrawal of Bids. A bidder may withdraw or modify a proposal after the bidder submits the proposal in HIePRO. Withdrawal or modify of proposal must be completed before the time set for the receiving of bids.”
5. 2.14 Public Opening of Bids is amended by deleting 2.14 Public Opening of Bids in its entirety.

C. ARTICLE VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. 7.1 Insurance Requirements is amended by deleting paragraph “(b)(4) Builder’s Risk for All Work” in its entirety.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART I

GENERAL PROVISIONS

The Hawaii Department of Transportation AIR and WATER Transportation Facilities Division General Provisions for Construction Projects dated 2016 is not physically included in these specifications. The General Provisions are available at

<http://hidot.hawaii.gov/administration/con/>

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this project includes furnishing of all labor, material, and equipment necessary to repair existing rock revetments and rock wall; remove and replace base course material, asphalt pavement and pavement markings; remove, install and paint new fence posts, fabric, rails, braces, post straps, barbed wires, gate latches and hinges throughout the harbor facility at Kaunakakai Harbor, Molokai.

Bidders are advised to examine the existing conditions at the project site to familiarize themselves with the nature and extent of work involved. Appointments may be made with the State Harbors Division Maintenance Engineer for clarification of the work involved and the character and quality of materials specified.

Approximate repair locations are indicated on the plans. Actual methods of repair may vary from that indicated on the drawings. The Construction Engineer reserves the right to alter repair methods, sizes, and locations to suit field conditions.

10.2 SCOPE OF WORK - The work to be done includes, but is not necessarily limited to, the following major items of work:

- A. Reconstruct section of existing rock revetment on west side of causeway with new rocks and mortar.
- B. Repair a portion of damaged existing rock wall on west side of causeway and compact excavated coral base.
- C. Removing existing chain link fence and personnel gates at ferry terminal and replace with new fencing and gates.
- D. Excavating, removal and disposal of excavated asphalt pavement and base course material within the existing storage yard area.
- E. Placing new base course and hot mix asphalt pavement.
- F. Placing new pavement markings.

10.3 HARBOR OPERATIONS - The Contractor shall coordinate its work so as to minimize interference with harbor operations.

Shipping and dock activities by tenants will take precedence over the Contractor's activities. No work will be allowed when a vessel is berthed adjacent to the work area. Vessels call at various days of the week and bidders can obtain information on passenger ship schedules and daily shipping schedules from the internet at Hawaii.Portcall.com. The exact scheduling of the work and restrictions on the Contractor's activities will be established at the pre-construction meeting. The Contractor shall attend pre-construction meetings to coordinate its work with others and shall complete all work within the work

schedule.

All work shall be scheduled with the Harbors Division Maui District Manager, the Harbors Division Construction Engineer, and Kaunakakai Harbor Agent. The Contractor shall give the Harbors Division Maui District Manager and the Construction Engineer at least 2 weeks prior notice whenever its work will render a portion of the pier unusable for equipment or pedestrian traffic.

10.4 WORK SCHEDULE AND STORAGE AREAS - The work schedule and assignment of storage area(s) shall be discussed and coordinated with the Harbors Division Maui District Manager and the Construction Engineer and shall be subject to their written approval. The Contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors Division Maui District Manager and the Construction Engineer. The Contractor will be responsible for maintaining the work and storage areas in a neat and orderly condition.

One of the project areas is heavily used for barge operations. The work shall be done in increments and the State will arrange to clear a portion of the project area to allow the Contractor to accomplish its work. Shipping and Harbor Division activities shall take precedence over Contractor's activities. The Contractor shall be responsible for maintaining the work and storage areas and, if necessary, shall restore these areas to their original condition at no cost to the State in the event any damage results from its operations.

10.5 HARBOR SECURITY - The Contractor shall submit required documentation of all Contractor and subcontractor's employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site to the Harbors Division Construction Engineer and District Manager before starting work on the project. The documentation will include the following

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.
- D. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.
- E. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- F. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Harbors Construction

Engineer and District Manager. If approval is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering or posting security personnel to monitor ingress and egress. Inspections of vehicles and equipment moving through the access points will be done in accordance with current MARSEC level and directives.

- G. If security personnel are required, the Contractor shall hire the same contract security that provides service to the State of Hawaii, Department of Transportation, Harbors Division. In the event that the security contract for Harbors changes, contractor must hire the new security contractor.
- H. By the end of each day, the Contractor shall re-erect and restore all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and the District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and District Manager.
- I. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and enhance perimeter security, including restoration of electrical power and lighting, at the sole expense of the Contractor.
- J. At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division's Construction Engineer or District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.

With the possible exception of Item J above, all other requirements indicated shall be considered incidental to the project and shall be provided by the contractor at no cost to the State.

The Contractor's personnel requiring unescorted access to secure areas of maritime facilities will be required to obtain a Transportation Worker Identification Credential (TWIC). The project area has been deemed to be within a secured area. TWIC was established by Congress through the Maritime Transportation Security Act and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. To obtain a TWIC, the applicant must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. The Contractor will be responsible to obtain and pay for all costs associated in providing their appropriate employees with TWIC. Information

regarding TWIC is available on the TSA website at <https://www.tsa.gov/for-industry/twic>.

10.6 LIABILITY AND RESPONSIBILITY - The Contractor shall provide, erect and maintain warning signs, lights, barricades, fences, watchmen and/or all other means as necessary to prevent unauthorized persons and vehicles from entering the job site where they may suffer injury or create a hazard to the construction operations or the work in progress. The Contractor shall also take all reasonable precautions for safety in its operations and to prevent injury to its employees and to others at the job site. The Contractor shall follow all Federal, State and County laws and regulations.

The Contractor shall be responsible for any and all damages to harbor facilities caused by its operations. The Contractor shall, at its own expense, make prompt restitution for damages to the harbor facility caused by its operations or negligence. The Contractor shall hold the State harmless from all claims for loss or injury.

The Contractor shall verify conditions in the field prior to ordering any materials. The existing conditions are based on the best available information. The Contractor shall make no claim for extra compensation should actual existing conditions differ from those shown on the plans and specifications.

The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. The Contractor shall ensure that no debris, petroleum products or other deleterious materials be allowed to fall, flow, leach or otherwise enter the harbor waters. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it.

10.7 PERMITS - The Contractor will require permits for all welding and burning operations if welding is contemplated. The Contractor shall obtain the required work permits from the District Manager.

10.8 BEST MANAGEMENT PRACTICES - The Contractor must follow standard best management practices for air pollution, water pollution, noise and solid waste control, as required by Federal, State and County regulations, to protect the environment from the effects of construction activity, including prohibiting any construction debris or other deleterious materials to fall, flow or otherwise enter the State waters.

The Contractor shall submit a site-specific best management practices plans that fully complies with all applicable requirements of Article XVII – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL to the Construction Engineer before work is started. The plan shall describe methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering State waters. The Contractor shall revise the plans should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

10.9 APPROVED EQUAL - The term “approved equal” as used in these specifications refers to the use of alternate equipment, articles or materials of equal quality and characteristics for the purpose intended. An approved equal will be permitted, upon approval of the Director prior to bid opening, in accordance with the General Provisions.

10.10 STANDARD SPECIFICATIONS - The term "Standard Specifications" as used in these Technical Provisions of these Specifications, shall mean the "Hawaii Standard Specifications for Road and Bridge Construction, 2005, Department of Transportation Highways Division, Honolulu, Hawaii.”.

10.11 AS BUILT DRAWINGS - The Contractor shall keep one set of drawings at the job site and make all field changes thereon. After completion of the project, a PDF/A format digital file with all the field changes showing the locations, dimensions, areas, and the type of repair work completed shall be submitted to the Construction Engineer.

10.12 COMPLETION TIME - All work for this project shall be completed within the specified time period as listed in page P-1 of the Proposal. The number of days shall commence on the issuance of the notice to proceed. The intent of the contract is to provide for the construction final acceptance of the work described by the contract documents at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all 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.

Unless otherwise directed by the Engineer in writing, the Contractor shall not commence with physical construction without sufficient materials and equipment available at the project site for either continuous construction until completion, or completion of a specified portion of the work.

10.13 SUBMITTALS – The Contractor shall submit for review, shop drawings or manufacturer’s brochures, one (1) copy in PDF format, for the following items:

1. Rocks, Mortar/Grout, & Concrete.
2. Fencing Materials – Fabric, posts, rails, post straps, braces, arm tension wires, tension rods, tie wires, barbed wire, etc.
3. Paints.
4. Hot Mix Asphalt Base Course, Pavement Coat, and Tack Coat.
5. Gate Post Hinges, Latches, and Hasps.
6. Work Schedule (two weeks prior to actual construction).
7. BMP Plan and Drawings.

10.14 PAYMENT - Payment shall be made as specified below. Such payment shall include furnishing all labor, material, equipment, and other expenses required to complete each item in accordance with the plans and specifications

- Item 1 Mobilization and Demobilization. Payment shall be made at the lump sum price bid in the Proposal Schedule. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of mobilization at the work site and approval of the BMP plan. The remaining forty percent (40%) will be included in the final payment under this contract. Such payment shall include setting up and removing all plant equipment and materials at the job site, providing temporary barricades as required for Harbor operations during construction, cleaning up the job site and all other incidental work required to complete this item.
- Item 2 Revetment Repairs. Payment shall be made at the unit price bid per linear foot in the Proposal Schedule for Revetment Repairs. Such payment shall include placing mortar; setting and placing new armor rocks; filling voids between rocks with gout; removing and disposing of the existing dislodged rocks; installation, maintenance, monitoring and removal of BMP; and other incidental work required to complete this item.
- Item 3 Rock Wall Repairs. Payment shall be made at the unit price bid per linear foot in the Proposal Schedule for Rock Wall Repair. Such payment shall include removing damaged portion of rock wall; placing mortar; setting and placing new rocks; filling voids with grout; installing new PVC pipe scupper at west side; placing concrete cap on rock wall; repairing damaged asphalt pavement; and other incidental work required to complete this item.
- Item 4 Fence Repairs. Payment shall be made at the lump sum price bid in the Proposal Schedule for New PVC Fencing. Such payment shall include removing and disposing of the existing chain link fence fabric, personnel gates, and fence posts and straps; installing new fencing, personnel gates and associated hardware; and other incidental work required to complete this item.
- Item 5 Painting. Payment shall be made at the lump sum price bid in the Proposal Schedule for Painting. Such payment shall include furnishing all labor, material and equipment and other expenses required for surface preparation and painting of all new uncoated fence and gate components, new "YB" circular logo pavement markings, and any other incidental work required to complete this item.
- Item 6 Pavement Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Pavement Repairs. Such payment shall include removing and disposing of existing asphalt pavement and aggregate base course material by cold planning to a depth of 8 inches; recompacting existing top layer of aggregate base course; placing new 4-inch-thick asphalt base course; applying bituminous tack coat; placing new 4-inch-thick Mix IV hot mix asphalt pavement material; and other incidental work required to complete this item.

ARTICLE XI - MOBILIZATION AND DEMOBILIZATION

11.1 GENERAL - The work consists of furnishing at the job site, plant, equipment, materials, labor and appliances and performing all work in connection with mobilization and demobilization for the job in accordance with this article of the specifications.

11.2 DESCRIPTION

- A. Mobilization shall include setting up, ready for use, all plant, equipment and necessary materials at the job site.
- B. Providing temporary barricades as required for Harbor operations during construction.
- C. Demobilization shall include the removal of all the Contractor's plant and equipment and surplus material from the job site. The cleanup of the job site, satisfactory to the Construction Engineer, shall also be included in this article.

11.3 PAYMENT - Payment for Mobilization and Demobilization shall be as described in Article X of these Specifications.

ARTICLE XII –REVETMENT REPAIRS

12.1 GENERAL - The work to be done under this Article consists of furnishing all labor, materials, equipment and other expenses necessary to repair existing damaged sections of rock revetment and rock wall along the causeway, Kaunakakai Harbor, Molokai.

12.2 MATERIALS

- A. Rocks – Rocks to be used shall be dense (minimum specific gravity of 2.70) rock of basaltic origin. All rocks shall be durable, hard, clean, resistant to abrasion and of a suitable quality to insure permanence in the existing structure. Rocks shall be free from cracks, seams and other defects and not subject to disintegration when expose to air or seawater. All rocks shall be similar in size, texture and subject to the approval of the Construction Engineer
- B. Mortar – Mortar shall consist of one (1) part Portland cement to two (2) parts of fine aggregate by volume. The Contractor shall add sufficient water to make the mortar easy to handle and spread with a trowel. In preparing the mortar, the Contractor shall mix the fine aggregate and cement first dry in a tight container or mixing machine until the mixture assumes a uniform color. As the mixing continues, the Contractor shall add the water until the mixture attains the proper consistency to suit field conditions, approximately 4-inch slump. The Contractor shall not use mortar that has not been placed within thirty (30) minutes after adding water. Retempering of the mortar will not be permitted.
- C. Fine Aggregate – Fine aggregate for mortar shall be in accordance with Section 703.01 of the Standard Specifications.
- D. PVC Pipe – PVC pipe shall be Schedule 40 and conform to ASTM D 1785.
- E. Concrete – Concrete for rock wall cap shall be Class D (1500 psi) in accordance with Section 601 of the Standard Specifications.

12.3 CONSTRUCTION

- A. Revetment Repair
 - 1. New rocks shall be placed and adjusted until they are keyed and sit firmly in place to make close joints. The rocks shall be set in the repair areas to match the lines, grades and dimension of the existing rock revetment. The new toe rocks shall be set to provide a stable base for the remainder of the new revetment rocks. New rocks shall be adjusted until they sit firmly in place and provide a stable armor layer. The long axis of each rock shall be set normal to the existing revetment slope such that any tendency of slippage by gravity will be directed to the core. All dislodged rocks shall be removed and disposed of away from the job site.

2. Prior to placing the mortar to set the revetment, the Contractor shall wet the rocks thoroughly with clean fresh water. Mortar shall be placed between the rocks on the finish face of the revetment. The mortar shall be rodded between the rocks to ensure placement of the mortar and to fill voids between the rocks. The Contractor shall point and recess the mortar between the joints to a quarter (1/4) inch below the rock surface. Excess mortar shall be removed from the revetment and shall not be visible on exposed rock surface. The texture of recessed pointing shall match the texture of the rock used.

B. Rock Wall Repair

1. Existing rocks shall be removed from the damaged areas. New rocks shall be set in the repair area to match the lines, grades and dimensions of the existing repaired rock wall. Rocks shall be placed and adjusted until they are keyed and sit firmly in place to make close joints. Contractor shall place new revetment rocks as necessary to provide a stable base for the new rock wall.
2. Prior to placing the mortar to set the new rock wall, the Contractor shall wet the rocks thoroughly with clean fresh water. Mortar shall be placed between the rocks on the finish face of the rock wall. The mortar shall be rodded between the rocks to insure placement of the mortar and to fill voids between the rocks. The Contractor shall point and recess the mortar between the joints to a quarter (1/4) inch below the rock surface. Excess mortar shall be removed from the rock wall and shall not be visible on exposed rock surface. The texture of recessed pointing shall match the texture of the rock used.
3. The top of the rock wall shall be finished with a concrete cap and have a three-inch minimum thickness. The top surface of the new cap shall match the appearance and grade of the adjacent existing rock wall.
4. The Contractor shall install new 4-inch diameter PVC pipe scuppers to replace the existing drainage openings on the east side rock wall as shown on the drawing. Scuppers shall be spaced 10-feet on center with length of pipe extending the full width of the new rock wall and sloped to provide positive drainage.

12.4 PAYMENT - Payment for revetment repairs shall be made as specified in Article X of these Specifications.

ARTICLE XIII – FENCE REPAIRS

13.1 GENERAL - The work to be done under this Article consists of furnishing all labor, materials, equipment and other expenses necessary to remove the existing chain link fencing and personnel gates and install new PVC coated chain link fencing and gates at the ferry terminal area, Kaunakakai Harbor.

13.2 MATERIALS

- A. Chain link fabric for fence shall be PVC coated over zinc coated steel wire, with exception to the 5 ¼' fence along concrete walkway which shall be PVC coated over aluminum chain-link fencing. For all fencing, the wires used in the fabric shall be No. 9 gage with a zinc coating of 0.30 ounces per square foot minimum. Mesh size shall be two inches. The PVC coating shall be applied by thermal fusion bonding and shall have a minimum thickness of seven mils. The color of the PVC coating shall be dark green. The minimum breaking strength of the zinc coated wire shall be 1,200 pounds. The mesh shall be woven with twisted and barbed selvage at both top and bottom. Fabric shall comply with ASTM F-668 Class 2.b.
- B. Posts, top rails and braces shall be fabricated from Schedule 40 galvanized steel pipe conforming to ASTM F-1083, with exception to the 4" diameter gate posts, post straps, post brackets, frame and middle rails along the concrete walkway which will be 316 type stainless steel and shall conform to the requirements of stainless steel, Type 316 ASTM A276.
- C. Fittings shall be pressed steel or cast iron and painted as described in Article XV - PAINTING. All posts shall be fitted with approved tops and barb arms designed to fit securely over the posts, and the top rail shall pass through the base of these tops. All components of the fence except for the fabric, barbs, bolts, washers and nuts shall be prepared and painted as described in Article XV - PAINTING. Fittings shall comply with ASTM F-626. Bolts, washers and nuts shall be stainless steel, Type 316.
- D. Barbed wires shall consist of three (3) 12 ½ gage galvanized wire with 14-gage 4-point barbs spaced approximately five inches apart. Strands (except barbs) shall be coated with a seven (7) mil minimum thickness PVC coating. Barbed wire shall conform to the requirements of ASTM A-121.
- E. Tension wire shall be 9-gage galvanized steel wire with a 0.30 ounces per square foot minimum weight of zinc coating. The wire shall be coated with a seven (7) mil minimum thickness PVC coating.
- F. Tie wire shall be 9-gage galvanized steel wire with a 0.30 ounces per square foot minimum weight of zinc coating. The wire shall be coated with a seven (7) mil minimum thickness PVC coating. The tie wires shall be spaced on line posts at

intervals of approximately 14 inches, and on top rails, brace rails and tension wires at intervals of approximately 24 inches.

- G. Fence post straps, gate post and frame hinges, and fence gate fork latch, shall conform to the requirements of stainless steel, Type 316 ASTM A276. Anchor bolt fasteners shall be Type 316 stainless steel, ASTM A193 Grade B8M and sized accordingly.

13.3 CONSTRUCTION

- A. The existing chain link fencing and personnel gate including posts and signs shall be removed up to the locations as specified on the drawing. The Construction Engineer shall designate which components are to be salvaged including the existing signs. The salvaged components shall be carefully disassembled and delivered to and stored in an area designated by the Construction Engineer. All other removed materials shall be properly and lawfully disposed of by the Contractor away from the project site.
- B. The Contractor shall core new holes in the existing concrete wall face to accommodate the new fence post straps. In coring new holes in the existing concrete face, the Contractor shall avoid damaging existing steel reinforcement and prevent debris from falling into harbor waters. The new holes shall be offset from the existing fence posts and shall be determined in the field by the Construction Engineer. The remaining bolts shall be removed if damaging the existing wall face is not required, otherwise cut the bolt below wall face surface and completely fill with new epoxy grout and finished flush with the existing wall face. The new fence posts shall be secured to the existing concrete face with the new stainless steel post straps as shown on the drawing.
- C. The new fence post straps shall be fabricated according to the dimensions shown on the drawing.
- D. The new personnel gates including new fence panels, latches, and hinges shall be fabricated as shown on the drawing. Welding shall be in accordance with the latest standards of the American Welding Society. All components of the fence except for the barbs, bolts, washers and nuts shall be prepared and painted as described in Article XV - PAINTING.
- E. The new chain link fence and gates shall be installed in accordance with Section 607 of the Standard Specifications. The new chain link fabric, tension wires, eye tops with barb arms, and barbed wires shall be installed using tie wires and new posts and top rails. Installation shall include new connecting hardware such as truss rods and tighteners, tension bars, tension bands, bolts, washers, nuts, etc.
- F. The new fence gate fork latch shall fit securely onto the new 1-7/8" fence gate frame and the fork shall straddle the adjacent fence gate post as designed when

closed. If the new latch does not include a locking mechanism or facilitate a padlock, a separate security hasp is to be installed. The security hasp shall require a locking mechanism or facilitate a padlock.

- G. For the chain link gate post and gate frame hinges, the pin size connecting the two hinges shall be 5/8" O.D. and the nut & bolt shall be 3/8" 16 course thread. The size of the existing gate post shall be measured in field and a proper sized hinge shall be attached to facilitate the freely moving and complete opening of the new gate. All components of the fence except for the barbs, bolts, washers and nuts shall be prepared and painted as described in Article XV - PAINTING.
- H. Existing signs shall be reinstalled in their previous locations and fastened with appropriate stainless-steel hardware.
- I. New uncoated fence members shall be prepared and painted as described in Article XV – PAINTING.

13.4 PAYMENT- Payment for fence repairs shall be made as described in Article X of these Specifications.

ARTICLE XIV – PAVEMENT REPAIRS

14.1 GENERAL - The work to be done under this Article consists of furnishing all labor, materials, equipment and other expenses necessary to repair existing damaged asphalt pavement at the Young Bros. storage yard, Kaunakakai Harbor, Molokai.

14.2 MATERIALS

- A. Bituminous Tack Coat – Bituminous tack coat shall be a slow-setting emulsified asphalt, Type SS1-H, conforming to Section 407 of the Standard Specifications.
- B. Hot Mix Asphalt Base Course – Hot mix asphalt base course shall conform to Section 301 of the Standard Specifications.
- C. Hot Mix Asphalt Pavement – Hot mix asphalt pavement shall be Mix IV conforming to Section 401 of the Standard Specifications.

14.3 CONSTRUCTION CRITERIA

- A. The finished pavement shall be constructed to maintain the existing drainage patterns as shown on the drawing.
- B. The completed thickness of the pavement overlay varies. Uniform slopes shall be maintained on the finished pavement surfaces. Thinner and thicker pavement surfaces shall be provided to maintain uniform slopes, fill low spots, and minimize ponding.
- C. Where more than one course of new asphalt pavement is placed, a tack coat shall be provided between each course.
- D. The new pavement shall be placed to provide a smooth riding transition between the new pavement and the existing area.
- E. The new pavement shall be feathered into existing catch basins, utilities manholes and water valve boxes.

14.4 CONSTRUCTION

- A. Pavement Repairs - Pavement repairs shall be constructed as shown on the drawing and as specified herein.
 - 1. The existing asphalt pavement shall be sawcut at the repair limits as shown on the drawing. The existing asphalt pavement material shall be removed to a depth of 8 inches below the existing grade and to the pavement repair limits as shown on the drawing. Existing asphalt pavement and aggregate base course material shall be removed by cold planning in accordance with Section 415.03 of the Standard Specifications. The Contractor shall exercise caution while cold planning

existing pavement material to prevent damage to existing adjacent asphalt pavement, concrete light pole base and footing, and concrete pier apron and pavement. The removed asphalt pavement and aggregate base course material shall be hauled away from the job site and disposed of in a lawful manner by the Contractor.

2. The remaining portion of the existing asphalt pavement shall be cleaned of all loose material, water, dirt, excess dust or objectionable matter.
3. The top layer of the existing aggregate base course material shall be recompacted to at least 95% relative compaction. Results shall be provided to the Construction Engineer. If the material is found to be unsuitable, the material shall be removed and disposed of. New aggregate base course shall be placed and compacted to at least 95% relative compaction.
4. New 4-inch thick HMAB course shall be placed in accordance with Section 301.03 (Construction) "Hot Mix Asphalt Base Course" of the Standard Specifications.
5. Clean the pavement repair area of all loose material, water, dirt, excess dust and other objectionable material.
6. A bituminous tack coat shall be applied on the prepared surface in accordance with Section 407.03 (D) "Application of Tack Coat" of the Standard Specifications.
7. A State Mix IV asphalt leveling course shall be installed at all low spots and uneven surfaces, as directed by the Construction Engineer.
8. New 4-1/2-inch minimum thickness State Mix IV HMA pavement shall be placed in accordance with Section 401.03 (Construction) "Hot Mix Asphalt (HMA) Pavement" of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, and well drained. The pavement shall be placed to meet the criteria in paragraph 14.3 above.
9. The new asphalt pavement shall be allowed to cure for a minimum of one (1) day prior to allowing vehicular traffic or loads on to the new pavement surfaces. The Contractor shall furnish and erect barriers to prevent vehicles from entering the repaired area.

14.5 PAYMENT - Payment for pavement repairs shall be made as specified in Article X of these Specifications.

ARTICLE XV – PAINTING

15.1 GENERAL - The work to be done under this Article consists of surface preparation and painting of the exterior surfaces of the new gate frame surfaces and new pavement markings as indicated on the drawing and as specified.

15.2 SCOPE OF WORK – The work includes preparing for painting and painting all exposed exterior surfaces of the following:

- A. All exterior surfaces of the new gate frames and fence components excluding the fabric, barbs, bolts, washers and nuts.
- B. All “YB” circular logo pavement markings on new pavement areas. Information can be found in Article XVI – PAVEMENT MARKINGS.

15.3 COLOR SELECTION – The color of the finish paint for the new metal gate frame exterior surfaces to be prepared and painted shall match the existing color of adjacent or similar fencing on site.

15.4 MATERIALS – All paints shall be delivered to the site in the manufacturer's sealed containers. Each container shall be labeled by the manufacturer with the label showing name, brand, type of paint, color of paint, and the manufacturer's instructions for reducing consistency. The painting materials shall be the following or approved equal.

- A. Pre-Treatment - The pre-treatment shall be a concentrated water-based surface cleaner low in odor, non-flammable and biodegradable, "DevPrep 88" as manufactured by PPG Industries or approved equal.
- B. Prime Coat - The prime coat shall be a high performance, chemically cured, epoxy rust inhibitive primer, "Devran 205 Universal Epoxy Primer" as manufactured by PPG Industries or approved equal
- C. Finish Coat -The finish coat shall be a high performance, two component chemically cured aliphatic urethane paint, gloss finish, capable of being applied at a dry film thickness of 5 mils per coat, "Devthane 379UVA" as manufactured by PPG Industries or approved equal.

15.5 MATERIAL SUBMITTALS – The Contractor shall submit for approval one (1) copy in PDF format of catalog cuts of the painting materials it proposes to furnish for this project.

15.6 SURFACE PREPARATION

- A. All new metal surfaces to be painted shall be thoroughly cleaned of grease, dirt and other foreign material by the use of chemical cleaning. Surface

preparation shall conform to SSPC-SP-1, Chemical Cleaning. Rinse surfaces thoroughly and allow to dry. Rinse discharge should be properly contained

15.7 PAINTING SCHEDULE

- A. All new metal surfaces shall be painted with one pre-treatment coat of the material specified in paragraph 15.4.A, one prime coat of the material specified in paragraph 15.4.B and two finish coats of the material specified in paragraph 15.4.C

15.8 PAINT APPLICATION

- A. All surfaces to be painted shall be properly prepared prior to painting and shall be inspected for approval by the Harbors Division Construction Engineer before painting will be allowed. All painting materials shall be mixed and applied in accordance with the manufacturer's instructions.
- B. The time interval between each coat shall be at least 24 hours. The prime coat shall be of a lighter color than the finish coat.
- C. Prime and finish coats shall be applied by brush or roller. The total dry film thickness of the three coat systems shall be at least 10.0 mils.
- D. Finish work shall be uniform and of approved color. The finish coat shall completely cover, be smooth and free from runs, sags, drips, waves, laps or brush marks. Edges of paint adjoining other surfaces or materials shall be sharp and clean without overlapping.

15.9 CLEAN-UP

- A. All paint, oil, etc. shall be cleaned off of pavement, floors, fixtures, fences or any portion of the project site where paint has splashed or been spilled.
- B. All unused rags, waste, and empty containers shall be removed from the work area at the end of each workday and precautions shall be taken to avoid the danger of fire.
- C. The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. Upon completion the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it and leave the premises in a neat and orderly condition.

15.10 PAYMENT – Payment for painting shall be made as specified in Article X of these Specifications.

ARTICLE XVI – PAVEMENT MARKINGS

16.1 GENERAL - The work to be done under this Article consists of furnishing and installing all new “YB” circular logo pavement markings for new pavement areas..

16.1 MATERIAL

- A. Pavement Marking Material information for white and orange “YB” circle logo paint shall be provided by the Harbors Divisions Maui District Manager and Harbors Construction Engineer and Harbor Agent.

16.2 CONSTRUCTION

- A. New pavement markings shall consist of new white and orange “YB” circle logos to show designated areas as shown on the plans. The Contractor shall match existing layout and verify dimensions and locations of new markings in the field.
- B. The Contractor shall establish control points throughout the project for the layout of pavement markings. The layout shall be done by the Contractor and approved by the Construction Engineer prior to any installation work.
- C. Pavement paints shall be applied to surfaces that are free of moisture and thoroughly cleaned of loose, foreign or other material that may adversely affect bonding. Clean, newly placed surfaces need not be blast cleaned unless otherwise directed by the Construction Engineer for removal of abnormal amounts of asphalt, dirt, grease, oil or other material that may adversely affect bonding. If necessary, the Contractor shall additionally clean a prepared surface that may become contaminated with moisture, dust or other foreign matter immediately prior to the installation of pavement paints. The Construction Engineer will determine the suitability of any surface for the installation of pavement paints.
- D. Pavement markings shall be applied no sooner than SEVEN (7) days nor later than FOURTEEN (14) days after completion of the pavement. Markings and striping shall be laid out and painted to match the existing layout.

16.3 PAYMENT - Payment for pavement markings shall be included in the Painting Item as described in Article X of these Specifications.

ARTICLE XVII – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL
For Project NOT Subject to NPDES NOI-C Permit

17.1 DESCRIPTION - This section is required for all work, including the Contractor's storage sites. It describes the following:

- A. A detailed site-specific Best Management Practice (BMP) Plan including diagrams and narratives; constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site including local material sources, work areas and access roads; removing and disposing of wastes and hazardous wastes; and control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion). Additionally, all projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors Division, Stormwater Management Plan (SWMP) requirements, unless exempted, and are subject to Harbors Stormwater BMP inspections. If any requirement conflicts with those administered by State of Hawaii, Department of Health (HDOH), the Contractor shall follow the more stringent requirement.
- B. Compliance with applicable federal and other state permit conditions.
- C. Work associated with dewatering and hydrotesting activities and compliance with conditions of the NPDES general permit coverage authorizing discharges associated with construction activity dewatering and hydrotesting.

17.2 GENERAL REQUIREMENTS - In order to provide for the control of water pollution, dust, and erosion arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, the work performed shall comply with all applicable federal, state, and local laws and regulations concerning water pollution control including, but not limited to, the following regulations.

- A. State of Hawaii, HDOH, Hawaii Administrative Rules (HAR) Chapter 11-54 – Water Quality Standards and Chapter 11-55 – Water Pollution Control.
- B. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors Division, Stormwater Management Plan.
- C. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Water Quality.
- D. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.
- E. 40 CFR Part 110, Environmental Protection Agency (EPA), Discharge of Oil.
- F. 40 CFR Part 117, EPA, Determination of Reportable Quantities for Hazardous Substances.

- G. 40 CFR Part 261, EPA, Identification and Listing of Hazardous Waste.
- H. 40 CFR Part 302, EPA, Designation, Reportable Quantities, and Notification.
- I. 49 CFR Part 171, U.S. Department of Transportation, Hazardous Materials Regulations.

17.3 MATERIALS - Materials shall conform to the following when applicable.

- A. Slope Drains. Slope drains may be constructed of pipe, fiber, mats, erosion control fabric, geotextiles, rubble, Portland cement concrete, bituminous concrete, plastic sheets, or other materials acceptable to the Construction Engineer.
- B. Grass. Grass shall be quick growing species such as rye grass, Italian grass, or cereal grasses. Grass shall be suitable to the area and provide a temporary cover that will not compete later with permanent cover. Alternative grasses are allowable if acceptable to the Construction Engineer.
- C. Fertilizer and Soil Conditions. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Construction Engineer.
- D. Silt Fences. Silt fences shall be synthetic filter fabric mounted on posts and embedded in compacted ground in compliance with American Society for Testing and Materials (ASTM) D6462-03, Standard Practice for Silt Fence Installation.
- E. Berms. Berms shall be gravel or sand wrapped with geotextile material. Alternate materials are allowable if acceptable to the Construction Engineer.
- F. Alternate materials or methods to control, prevent, remove, and dispose of pollution are allowable if acceptable to the Construction Engineer.

17.4 CONSTRUCTION

- A. Preconstruction Requirements
 - 1. Temporary Water Pollution, Dust, and Erosion Control Meeting. The contractor shall be required to submit a site-specific BMP Plan to the Construction Engineer and address all comments by the Construction Engineer. After the Plan is accepted in writing by the Construction Engineer, the Contractor shall schedule a meeting with the Construction Engineer before the start of construction work to discuss the sequence of work, and plans and proposals for water pollution, dust, and erosion control.
 - 2. Temporary Water Pollution, Dust, and Erosion Control Submittals. The Contractor shall submit the site-specific BMP Plan to the Construction

Engineer prior to the start of work for review of compliance with this Article. A site-specific BMP Plan template is available online at <https://hidot.hawaii.gov/harbors/malamaikeawakai/>, under **HDOT Harbors Construction and Post-Construction Programs – Documents and Forms.**

- a. Written site-specific BMP Plan shall include the following as applicable:
 - 1) Identification of potential pollutants and their sources and other factors that may cause water pollution, dust, and erosion.
 - 2) A list of all material and heavy equipment to be used during construction. Vehicles and equipment shall be well maintained and free from any type of fluid leaks.
 - 3) Construction schedule.
 - 4) Name(s) of specific individual(s) designated responsible for water pollution, dust and erosion controls on the project site. Include home, business, and cellular telephone numbers, fax numbers, and e-mail addresses.
 - 5) Descriptions of the methods and devices used to eliminate certain pollutants (e.g., wastewater, fuels, solvents, detergents, toxic or hazardous substances) from discharging into state waters and drainage systems and provide details of BMP(s) to be installed or utilized. Indicate approximate dates when BMP(s) will be installed and removed.
 - 6) Description of maintenance and subsequent removal of BMP(s).
 - 7) Method(s) of removal and disposal of solid and regulated hazardous wastes encountered or generated during construction. The Contractor is advised to procure regulated hazardous materials on an as-needed basis, as feasible. All excess regulated hazardous materials at the conclusion of this project shall remain the property of the Contractor and shall be removed from HDOT Harbors Division property upon the completion of the project.
 - 8) Method(s) of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.

- 9) Method(s) of containing, removing and disposing of demolition dust and debris to minimize the discharge of these pollutants into state waters and drainage systems.
- 10) Spill kit contents and location.
- 11) Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
- 12) Method(s) of storing and handling of regulated hazardous materials (e.g. oils, paints) and other products used for the project. Safety Data Sheets (SDS) for all regulated hazardous materials used during construction activities shall be kept on-site throughout the duration of the project and readily available upon inspection. All containers of regulated hazardous materials should be provided with secondary containment during storage. Regulated hazardous materials not specifically needed in the execution of this project shall not be brought or stored on site. As feasible, the Contractor is encouraged to use products that do not contain any regulated constituents. The use of green products is encouraged.
- 13) Method(s) of concrete washout/waste control.
- 14) Method(s) of managing material stockpiles to minimize erosion and dust.
- 15) Good housekeeping practices.
 - a) Minimize tracking of sediment offsite from project entrances and exits.
 - b) Litter management. The Contractor shall have a comprehensive housekeeping policy and shall actively enforce housekeeping requirements. Housekeeping items include, but are not limited to, cups, cans, bottles and other forms of lightweight litter, unattended containers of hazardous materials, concrete debris (e.g. dust, chips, and other sweepings), and discarded articles of disposable Personal Protective Equipment (e.g., earplugs, dust masks, and gloves). Employees who are specifically

tasked with housekeeping duties shall be identified by name.

- c) The Contractor should provide and maintain covered waste receptacles. No construction debris or other refuse that is generated as a result of project activities is to be disposed in HDOT Harbors Division-owned waste receptacles.
- 16) Provide plan(s)/drawing(s) showing location of followings when applicable:
- a) Boundaries of the property and the locations where construction activities will occur, including:
 - i. Locations where earth-disturbing activities will occur (noting any sequencing of construction activities);
 - ii. Approximate slopes and drainage patterns with flow arrows before and after the construction;
 - iii. Locations where sediment, soil, or other construction materials will be stockpiled;
 - iv. Locations of any contaminated soil or contaminated soil stockpiles;
 - v. Locations of any crossings of state waters;
 - vi. Designated points on the site where vehicle will exit onto paved roads;
 - vii. Locations of structures and other impervious surfaces upon completion of construction; and
 - viii. Locations of construction support activity areas.
 - b) Locations of all state waters, including wetlands and indicate which water bodies are listed as impaired.
 - c) The boundary lines of any natural buffers.

- d) Topography of the site, existing vegetative cover, and features (e.g., forest, pasture, pavement, structures), and drainage pattern(s) of stormwater onto, over, and from the site property before and after major grading activities.
 - e) Stormwater discharge locations, including locations of any storm drain inlets on-site and in the immediate vicinity of the site to receive stormwater runoff from the project; and locations where stormwater will be discharging to state waters (including wetlands).
 - f) Locations of all potential pollutant-generating activities.
 - g) Locations of stormwater control measures; and
 - h) Locations where chemicals will be used and stored.
- 17) Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Parts 110, 117, or 302, occurs during a 24-hour period. Contact information must be in locations that are readily accessible and available.
- 18) The Contractor shall date and sign the site-specific BMP Plan.

- b. The Contractor shall keep the accepted Plan on-site or at an easily accessible location throughout the duration of the project. Revisions to the Plan shall be included with the original plan. The Contractor shall obtain written acceptance from the Construction Engineer before revising BMP. An updated Plan shall be kept on-site throughout the remainder duration of the project.

The Contractor shall follow guidelines in the “*The City and County of Honolulu Storm Water Best Management Practice Manual – Construction*,” (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow applicable CCH *Rules Relating to Water Quality for all projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors*, and use respective Soil Erosion Guidelines for other

Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows.

1. No work shall be allowed to begin until submittals detailed in Subsection 17.4 A.2 – Temporary Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Construction Engineer. The Contractor shall prevent pollutants from entering state waters. These efforts shall address areas such as those that drain to water, are over water, or drain to storm drains adjacent and in the area of the project site. The Contractor shall design, operate, implement, and maintain the Plan to ensure that stormwater discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.
2. All projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to HDOT Harbors Division SWMP requirements for construction at those harbors unless the project meets a specified exemption class. The requirements include, but are not limited to, construction site BMP initial, recurring (i.e. every two weeks from October through March and every two months otherwise), and final inspections at the frequencies outlined in the SWMP. No grading or land disturbance activities are allowed until the initial BMP inspection is completed and required BMPs are found to be properly installed.
3. Address all comments received from the Construction Engineer.
4. Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.
5. Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.
6. BMP shall be in place and operational until the construction is completed and accepted by Harbors.
7. Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto roadways.
8. Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Construction Engineer.

9. Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be a source of fugitive dust.
10. Cleanup and remove any pollutant that can be attributed to the Contractor.
11. Install or modify BMP due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site-specific BMP Plan or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.
12. Properly maintain BMP.
13. Remove, replace or relocate any BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to the project or public.
14. The Contractor's designated representative specified in Subsection 17.4 A.2.a.4 shall address any BMP concerns brought up by the Construction Engineer within 24 hours of notification, including weekends and holidays. Should the Contractor fail to satisfactorily address these concerns, the Construction Engineer reserves the right to employ outside assistance or use the Construction Engineer's own labor forces to provide necessary corrective measures. The Construction Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Construction Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply BMP shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP may result in one or more of the following: The Contractor being fully responsible for all additional costs incurred by HDOT Harbors Division including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.

- C. **Hydrotesting Activities.** If work includes removing, relocation or installing waterlines, and the Contractor elects to flush waterline or discharge hydrotesting effluent into state waters or drainage systems, obtain a Notice of General Permit Coverage (NGPC) authorizing discharges associated with hydrotesting waters from the HDOH Clean Water Branch (CWB). If a permit is required, prepare and submit permit application (CWB-Notice of Intent (NOI) Form F) to the HDOH CWB.

Do not begin hydrotesting activities until the HDOH CWB has issued a NGPC. Hydrotesting operations shall be in accordance with conditions in the NGPC.

Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Construction Engineer.

- D. Dewatering Activities. If excavation or backfilling operations requires dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, the Contractor shall obtain an NGPC authorizing discharges associated with construction activity dewatering from the HDOH CWB. If a permit is required, prepare and submit permit application (CWB-NOI Form G) to the HDOH CWB.

Do not begin dewatering activities until the HDOH-CWB has issued an NGPC. Conduct dewatering operations in accordance with the conditions in the NGPC. Submit a copy of the NPDES Dewatering Application and Permit to the Construction Engineer.

17.5 PAYMENT - Payment for Temporary Water Pollution, Dust, and Erosion Control shall not be measured and paid for separately but shall be considered incidental to the applicable items described in Article X of these Specifications.

No progress payment will be authorized until the Construction Engineer accepts in writing the site-specific BMP Plan or when the Contractor fails to maintain the project site in accordance with the accepted BMP Plan.

The Contractor shall reimburse the State of Hawaii within 30-day for the full amount of all outstanding costs incurred by the State of Hawaii for all citations or fines received as a result of the Contractor's non-compliance with regulations.

Requirements 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, SPRB).

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), (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 not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

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 with the notes for prevailing wages and special overtime rates, 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. [§104-3(a), HRS; §12-22-10, HAR]
- 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; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

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

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), 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: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, 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 three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **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, HRS]
- **Suspension:** 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 including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- 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 \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- 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), HRS]

For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:



Oahu (Wage Standards Division).....(808) 586-8777
Hawaii Island(808) 974-6464
Maui and Kauai(808) 243-5322

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

PROPOSAL

PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROJECT: REPAIRS AT KAUNAKAKAI HARBOR,
MOLOKAI, HAWAII

PROJECT NO.: S30225

COMPLETION TIME: TWO HUNDRED TEN (210) calendar days from the
date indicated in the Notice to Proceed from the
Department.

LIQUIDATED DAMAGES: ONE HUNDRED FIFTY DOLLARS (\$150.00) for each
and every working (or calendar) day which the Contractor
has delayed the completion of this project.

PROJECT MANAGER: NAME: JAMES MILLER
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
HALE AWA KU MOKU
ADDRESS: 79 S. NIMITZ HWY, HONOLULU HI, 96813
PHONE NO.: (808) 587-1871
FAX NO.: (808) 587-1864

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

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

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Department of Transportation, Air and Water Transportation Facilities Division General Provisions for Construction Projects dated 2016, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

(Fill in other acceptable security.)

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

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder, has listed the name of each person or firm, who will be engaged by the Bidder on the project as a Subcontractor or Joint Contractor and the nature of work to be done by each. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

("None" or if left blank indicates no Subcontractor or Joint Contractor; if more space is needed, attach additional sheets.)

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

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

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

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

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

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

PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

() Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

REPAIRS
 AT
 KAUNAKAKAI HARBOR,
 KAUNAKAKAI, MOLOKAI, HAWAII
 S30225

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Mobilization & Demobilization	Lump Sum	Lump Sum	Lump Sum	\$_____
2	Revetment Repairs	150	Linear Feet	\$_____	\$_____
3	Rock Wall Repairs	150	Linear Feet	\$_____	\$_____
4	Fence Repairs	Lump Sum	Lump Sum	Lump Sum	\$_____
5	Painting	Lump Sum	Lump Sum	Lump Sum	\$_____
6	Pavement Repairs	1,230	Square Yards	\$_____	\$_____
TOTAL AMOUNT FOR COMPARISON OF BIDS					\$_____

Bids shall include all Federal, State, County and other applicable taxes and fees.

The TOTAL AMOUNT FOR COMPARISON OF BIDS will be used to determine the lowest responsible bidder.

Bidders shall complete all unit prices and amounts. Failure to do so may be ground for rejection of bid.

If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

Bids will be evaluated on the basis of the TOTAL AMOUNT FOR COMPARISON OF BIDS. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.

If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract.

Submission of Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.

No additional compensation will be paid by the State for losses, including overhead and profit, resulting from reduced scope of work.

Contract time shall remain the same whether or not the overall scope of work is decreased.

The bidder must enter all unit prices and amounts otherwise it may affect the awarding of the contract.

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

Name of Principal (Offeror) (Seal)

Signature

Title

Name of Surety (Seal)

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contents:

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104, HRS Compliance Certificate

Certification of Compliance for Employment of State Residents, Act 192, SLH 2011

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____ DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____ (State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____ DOLLARS \$ _____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;
- Certificate of Deposit**, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Cashier's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Teller's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Treasurer's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Official Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Certified Check** No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

(Seal) _____
Name of Contractor

Signature*

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Oblige, in the amount of _____

_____ Dollars (\$_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed Contract with the Oblige on _____ for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount
_____ DOLLARS (\$ _____)
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;
- Share Certificate unconditionally assigned to or made payable at sight to _____
Description: _____
- Certificate of Deposit, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Cashier's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Teller's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Treasurer's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Official Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Certified Check No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond..

Signed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____

**PROVISIONS TO BE INCLUDED IN
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under 103D, HRS.
 - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in Section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
 - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011--Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION