

SPECIFICATIONS AND PROPOSAL

FOR

**PAVEMENT REPAIRS AT VARIOUS LOCATIONS,
NAWILIWILI HARBOR**

KAUAI, HAWAII

JOB S70149

**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 PAVEMENT REPAIRS AT VARIOUS LOCATIONS, NAWILIWILI HARBOR, KAUAI, HAWAII, JOB S70149, 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 May 12, 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 damaged asphalt pavement and placing new pavement markings at Nawiliwili Harbor on an “as-needed” basis.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor’s “A” or Specialty Contractor’s “C-3” 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/>.

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.

A pre-bid meeting is scheduled for April 18, 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. Emmanuel Legaspi, Harbors Project Manager, by phone at (808) 587-1875 or email at emmanuel.b.legaspi@hawaii.gov, a minimum of 24 hours prior to the scheduled pre-bid meeting to receive the Teams meeting invitation. Anything said at the meeting is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HIePRO.

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.

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. Legaspi as noted above.

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

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.

SPECIAL PROVISIONS

The General Provision is amended as follows:

A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

A. 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) shall 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 as follows:

Delete 2.11(a) in its entirety and replace with the following:

“(a) Each bid shall be accompanied by bid security which is intended to protect the Department against failure or refusal of a bidder to execute the contract for the work bid or to supply the required performance and payment bonds. In as much as the Contract to be executed is an Open-End contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the bid security required shall be as follows:

Bid Security Amount\$25,000.00

Bid security shall be one of the following forms:

1. A deposit of legal tender,
2. A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, or
3. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's' or official check drawn by or a certified check accepted by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00). If the required amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be accepted.
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.
- 6. 2.24 Requirements of Contract Bonds is amended by deleting 2.24(c) in its entirety and replacing with the following:

“(c) Prior to execution of the contract, the successful bidder shall file a good and sufficient performance bond and payment bond on the forms furnished by the Department, each in the amount equal to the following:

Performance and Payment Bond.....\$500,000.00”

C. ARTICLE VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

- 1. 7.1 Insurance Requirements is amended by deleting paragraph “(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 on this project includes furnishing all labor, materials and equipment necessary to repair damaged asphalt pavements at Nawiliwili Harbor, Kauai on an “as-needed” basis. The work shall be accomplished in multiple repair work phases throughout the duration of the contract.

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.

10.2 SCOPE OF WORK – The requirement for various pavement repairs to be furnished by the Contractor will be on an “as-needed” basis as called for in these specifications at the applicable unit price bid during the contract period and in such numbers as may be required by the State.

The State shall notify the Contractor as to the date work must commence on each repair work phase. The State shall notify the Contractor only after a sufficient amount of work has been generated. The Contractor shall be given fourteen (14) calendar days to commence work after the State’s notification.

All work for each repair work phase shall be completed within the working days designated by the approved work schedule.

The major items of work to be done include, but are not limited to the following:

1. Installation of appropriate BMPs.
2. Removing and disposing of existing asphalt pavement and base course materials
3. Applying bituminous tack coat
4. Placing hot mix asphalt base (HMAB) course
5. Placing hot mix asphalt (HMA) pavement
6. Placing pavement markings

Any items not specified herein but necessary for the completion of the system shall be considered incidental, and shall be furnished and installed complete in place.

10.3 WORK ORDERS – The locations and sizes of the various repair types are not shown on the contract plans. Quantities listed in the Proposal Schedule are approximate and are included for bidding purpose.

The Construction Engineer will notify the Contractor when work is to be done during the contract period. The Construction Engineer, Contractor, and Tenant when appropriate will meet at various Nawiliwili Harbor facilities to locate and mark the repair areas, determine the type of repair work to be done, and period of completion of each work phase.

The State will issue Work Orders to the Contractor for each work phase that will include the location, type of repair, quantity, and total payment amount. Payment for work performed by the Contractor will be made by purchase order. The State will provide a purchase order for each work order issued. The purchase order will be provided to the Contractor after work order is issued and prior to the start of construction of each work phase.

Actual payment areas will be obtained from field measurements of work performed in each work phase.

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

The exact scheduling and sequencing of the work and restrictions on the Contractor's operation while working at the project site will be established at the pre-construction meeting. As this project is anticipated to have multiple work phases, there will be a separate pre-construction meeting for each work phase. The Contractor shall attend all pre-construction meetings to coordinate its work with others and shall complete all work within the work schedule.

10.5 LIABILITY AND RESPONSIBILITY - The Contractor shall provide, erect and maintain warning signs, lights, barricades, fences, watchmen and/or other means as necessary to prevent unauthorized persons from wandering onto the job site where they may suffer injury or create a hazard to the construction operations or the work. The Contractor shall also take all reasonable precautions for safety in its operations and to prevent injury to its employees and to others having lawful business at the job site.

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

Hawaii One Call. The Contractor shall comply with the Hawaii One Call law, HRS Section 269E-4. This includes, but is not limited to, coordination with the Hawaii One Call Center (HOCC) for any work involving excavation at least five (5) working days but not more than twenty-eight (28) calendar days prior to commencing excavation. The contractor shall provide to HOCC the project number, a description of the excavation site that may include the county,

place, address and measurements as needed. HOCC contact information: telephone 811; website <http://www.digsafelyhawaii.com>.

10.6 SUBMITTALS – The Contractor shall submit for review and acceptance the following items (Note: PDF digital files may be submitted to the Construction Engineer):

A. Materials:

1. HMAB course mix design
2. HMA pavement mix design
3. Bituminous tack coat material data sheets
4. Retroreflective Traffic Paint

B. Worker Credentials:

Valid Transportation Worker Identification Credential (TWIC) card for all Contractor and Sub-contractor workers

C. BMP Plan

10.7 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 marked up with all the field changes showing the locations, dimensions, areas, and the type of repair work completed shall be submitted to the Construction Engineer.

10.8 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.
- K. Prior to starting work on this project, the Contractor shall provide a list of names (full legal name) and birth dates of all employees, representatives, subcontractors, vendors, and all alike, as well as their vehicles license number, year, make, color and model that will be entering the project site. All employees, representatives, subcontractors, vendors, and all alike, shall wear their respective company's

identification card bearing the company's name, the individual's first and last name, and middle initial(s), and a recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

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.

All Contractor's personnel requiring 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 http://www.tsw.dhs.gov/what_we_do/layers/twic/index/shtm.

10.9 BEST MANAGEMENT PRACTICES – The Contractor must follow standard best management practices (BMPs) 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 harbor waters.

The Contractor shall submit a site specific BMP plan to the Construction Engineer before work begins. The plan shall satisfy the requirements of ARTICLE XIV -TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL. This plan shall describe and detail the methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering any adjacent storm drain system harbor waters to the satisfaction of the Harbors Division. The Contractor shall revise the BMP plan, at no additional cost to the State, should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

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 Highway Division, Honolulu, Hawaii.”

The Hawaii Standard Specifications for Road and Bridge Construction, 2005, hereinafter referred to as “Standard Specifications” is amended as follows:

A. SECTION 401 – HOT MIX ASPHALT (HMA) PAVEMENT

1. Subsection 401.02 Materials is amended as follows:

- a. Make this item as part of the Standard Specifications:

702.01B

“Asphalt Binder (PG 64E-22)
Use for all surface mixes, except for on Lanai and Molokai, and unless otherwise specified in the project documents.”

 - b. Under (A) General, delete:

In surface and binder courses, aggregate for HMA may include RAP quantities up to 15 percent of total mix weight.

and replace with:

“In surface and binder courses, aggregate for HMA may include RAP quantities up to 20 percent of total mix weight.”
2. Subsection 401.03 Construction is amended as follows:
- a. Under (A) Weather Limitations, delete:

(1) On wet surfaces as determined by the Engineer

and replace with:

“(1) On wet surfaces e.g., surface with ponding or running water, surface that has aggregate that appears beyond surface saturated dry, as determined by the Engineer.”

 - b. Under (F) Compaction, delete:

(1) HMA Pavement Courses One and a Half Inches Thick or Greater. Where HMA pavement compacted thickness indicated in the Contract Documents is 1-1/2 inches or greater, compact to not less than 92 percent nor greater than 97.0 of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deleting of Supplemental Procedure for Mixtures Containing Porous Aggregate.

and replace with:

“(1) HMA Pavement Courses One and a Half Inches Thick or Greater. Where HMA pavement compacted thickness indicated in the Contract Documents is 1-1/2 inches or greater, compact to not less than 93.0 percent nor greater than 97.0 of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deleting of Supplemental Procedure for Mixtures Containing Porous Aggregate.”

- c. Under (2) HMA Pavement Courses Less Than One and a Half Inches Thick, delete:

Initiate rolling using non-vibratory, steel-tired, tandem roller. Roll entire surface with minimum of two roller passes. A roller pass is defined as one trip of the roller in one direction over any one spot.

and replace with:

“Use only non-vibratory, steel-tired, tandem roller. Roller entire surface with minimum of two roller passes. A roller pass is defined as one trip of the roller in one direction over any one spot.”

B. SECTION 407 – TACK COAT

Subsection 407.03 Construction is amended as follows:

- a. Under (D) Application of Tack Coat, delete:

For multiple lift construction, tack coat application may be waived when upper lift is placed within 12 hours of placing lower lift.

Before placing HMA course, apply tack coat to contact surfaces of curbs, gutters, manholes, other structures, vertical faces of existing pavements, and exposed transverse and longitudinal edges of each course.

and replace with:

“For multiple lift construction, tack coat application will not be waived. Remove all deleterious material to bonding before applying the tack coat to the entire surface to receive the next lift.

Before placing HMA course, apply tack coat to contact surfaces of curbs, gutters, manholes, other structures, vertical faces of existing pavements, and exposed transverse and longitudinal edges of each course. Apply tack coat on all surfaces that will have an asphalt pavement placed on it in a uniform, full coverage manner, e.g., no visible streaks, holidays in the application, no differences in the application rate, i.e., the thickness of the tack coat. The exception to this requirement shall be surfaces that will have pavement joint adhesive applied to it 19 which shall not require any tack coat.”

C. SECTION 702 – BITUMINOUS MATERIALS

Subsection 702.01 Asphalt Cement is amended as follows:

Delete 702.01 Asphalt Cement. Performance-graded asphalt binder shall conform to ASSHTO M 320

and replace with:

“702.01 Asphalt Cement.

702.01A PG 64-16. Performance-graded asphalt binder shall conform to AASHTO M 320.”

702.01B PG 64E-22. Performance Graded (PG) Binder. Performance graded binder shall conform to Performance Graded Asphalt Binder Specifications, AASHTO M 332 and meet the following additional requirement:

AASHTO T 315 Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR). Phase angle on original binder shall be less than 77 degrees.

702.01C Submittals. Submit, before usage, a Certificate of Compliance, accompanied by substantiating test data, showing conformance with Performance Graded Asphalt Binder Specification. The Engineer will not accept the PG binder without adequate documentation.”

10.11 COMPLETION TIME AND OPTION TO EXTEND – The completion time of this contract shall be for twelve (12) months commencing from the date indicated in the "Notice to Proceed" from the Construction Engineer. There is an option to extend for two (2) additional twelve (12) months, without rebidding, upon mutual agreement in writing prior to the contract expiration date provided the initial bid price remains the same. The maximum contract period is thirty-six (36) months.

10.12 PAYMENT – Payment shall be made through purchase orders for each work order placed with the Contractor during the contract period for which payment will be based on the quantities and unit prices in the Proposal Schedule. The Contractor shall furnish all labor, materials, equipment and other expenses required to complete each item in accordance with the plans and specifications..

Item 1 – Type “A” Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Type "A" Repairs. Such payment shall include removing 10-inch deep existing asphalt pavement and base course material by cold planing, disposing of existing asphalt pavement and base course material, compacting the subbase material, applying bituminous tack coat, placing 5-inch thick HMAB course, applying bituminous tack coat, and placing 5-inch thick State Mix No. III or Superpave 19mm HMA pavement, compaction testing, and all other incidental work required to complete this item.

Item 2 – Type “B” Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Type "B" Repairs. Such payment shall include removing 3-

inch deep existing asphalt pavement by cold planing, disposing of existing asphalt pavement, cleaning the existing asphalt pavement surfaces, applying bituminous tack coat, and placing 3-inch thick State Mix No. III or Superpave 19mm HMA pavement, compaction testing, and all other incidental work required to complete this item.

Item 3 – Type “C” Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Type "C" Repairs. Such payment shall include removing 9-inch deep existing asphalt pavement and base course material by cold planing, disposing of existing asphalt pavement and base course material, compacting the subbase material, applying bituminous tack coat, placing 6-inch thick HMAB course, applying bituminous tack coat, and placing 3-inch thick State Mix No. IV HMA pavement, compaction testing, and all other incidental work required to complete this item.

Item 4 – Type “D” Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Type “D” Repairs. Such payment shall include removing and relocating the existing removable bullrails to a temporary location, removing 1-1/2-inch deep existing asphalt pavement by cold planing, disposing of existing asphalt pavement materials, cleaning the existing asphalt pavement surfaces, applying bituminous tack coat, placing new 1-1/2-inch thick State Mix V HMA pavement, compaction testing, returning the removable bullrails to their original locations, and all other incidental work required to complete this item.

Item 5 – Pavement Markings. Payment shall be made at the unit price bid per lineal foot in the Proposal Schedule for Pavement Markings. Such payment shall include laying out control points, cleaning pavement surfaces and placing new pavement markings, and all 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. Demobilization shall include the removal of all Contractors' plant and equipment and surplus materials 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 not be made separately but shall be considered incidental to the applicable items in the Proposal Schedule.

ARTICLE XII – PAVEMENT REPAIRS

12.1 DESCRIPTION – The work to be done under this Article consists of furnishing all labor, materials and equipment necessary to repair damaged asphalt pavements at Nawiliwili Harbor.

The Construction Engineer, Contractor, and Tenant will locate and mark the repair areas at the job site, determine the type of repairs to be done, and period of completion of each work phase. Negotiated adjustments by the Construction Engineer may be made if field conditions show that changes or additions are necessary.

12.2 MATERIALS

- A. HMAB Course shall conform to Section 301 of the Standard Specifications.
- B. Bituminous Tack Coat shall be a slow-setting emulsified asphalt conforming to section 407 of the Standard Specifications.
- C. HMA Pavement shall be State Mix III or Superpave 19mm for Types “A” and “B” Repairs; and State Mix IV for Types “C” and “D” Repairs. State Mix III and IV HMA pavement shall conform to Section 401 of the Standard Specifications.

The Superpave 19mm pavement shall conform to the following modifications:

- 1. Performance Graded (PG) Binder:

Performance graded binder shall conform to Performance Graded Asphalt Binder Specifications, AASHTO M 332. Submit, before usage, a Certificate of Compliance, accompanied by substantiating test data, showing conformance with Performance Graded Asphalt Binder Specification. The Engineer will not accept the PG binder without adequate documentation.

PERFORMANCE GRADED BINDERS FOR SPECIFIC MIXES	
MIX	BINDER
Superpave Hot Mix Asphalt for Surface Course (SHMA)	PG 64E-22
* When necessary, neat asphalt with polymer modification shall be used to achieve the specified performance grading.	

- 2. Aggregates:

Make mineral aggregate by crushing and screening hard, tough, durable stone of uniform quality. Crushed aggregate shall be free from soft or disintegrated pieces, clay, dirt, or other deleterious substances.

Course aggregate shall be that portion of the mineral aggregate retained on the No. 4 sieve. Fine aggregate shall be that portion of the mineral aggregate passing the No. 4 sieve.

When tested according to the designated methods, the combined mineral aggregate shall meet the following requirements:

Test	Test Method	Requirements
Soundness	AASHTO T 104 (5 cycles using sodium sulfate)	9% Maximum
Clay lumps & Friable Particles	AASHTO T 112	0.25% Maximum course aggregate 1.0% Maximum fine aggregate
Flat and Elongated Particles (Length to thickness ratio of 3:1)	ASTM D 4791 (by Weight)	20% Maximum
Los Angeles Abrasion	AASHTO T 96	40% Maximum
Sand Equivalent	AASHTO T 176	45% Maximum
Fine Aggregate Angularity	AASHTO T 304, Method A	45% Maximum
Stripping	AASHTO T 182	Above 95%
Gradation	AASHTO T 27 AASHTO T 11	See Table 402-1
Absorption	AASHTO T 84 & T 85	5% Maximum

At least 90% by weight of the material retained on the No. 4 sieve shall consist of crushed particles. At Least 70% of the material passing the No. 4 sieve and retained on the No. 8 sieve shall consist of crushed particles. A crushed particle is one having at least one mechanically fractured face. A face is considered fractured if it has a projected area that is at least 0.25 of the Maximum projected area of the particle.

3. Aggregate Blend:

Size, uniformly grade, and combine coarse and fine aggregate fractions to produce a job-mix formula that meets the gradation requirements of Table

12-1. Blended aggregate gradation curves shall not pass outside of the maximum control points.

Table 12-1 – Aggregate Gradation Control Points 3/4 Inch Nominal Maximum Size Mix		
SIEVE SIZE	Control Points Percent Passing	
	LOWER	UPPER
1 inch	100.0	100.0
3/4 inch	90.0	100.0
1/2 inch	-	90.0
No. 8	23.0	49.0
No. 200	2.0	8.0

4. Job-Mix Formula:

Design the job-mix formula according to AASHTO PP28 modified by deletion of Section 11 – Evaluation Moisture Susceptibility.

Table 12-2 – Design Criteria	
Ninitial, Ndesign, Nmax	8, 100, 160
Air Voids at Ndesign	4%
Voids in Mineral Aggregate (VMA) at Ndesign (for 3/4 inch Nominal Maximum Particle Size)	13.0% Minimum
Voids Filled with Asphalt (VMA)	65 – 75%
Density at Ninitial (% of Theoretical Maximum Specific Gravity)	Not more than 89.0%
Density at Ndesign (% of Theoretical Maximum Specific Gravity)	96.0%
Density at Nmax (% of Theoretical Maximum Specific Gravity)	Not more than 98.0%
Dust to Binder Ratio	0.8 to 1.6

Submit the job-mix formula at least fifteen (15) working days before production. The job-mix formula shall include:

- a. Design percent of aggregate passing each required sieve size,
- b. Design percent of PG binder material added to the aggregate (expressed as % by weight for total mix), and

- c. Temperature at which the mixture is delivered to the point of discharge,
- d. Source of aggregate,
- e. Grade of PG binder,
- f. Test data used to develop job-mix formula.

Mixtures shall meet the requirements of Table 12-1 and Table 12-2 without exceeding allowable tolerances in Table 12-3.

Table 12-3 – Range of Tolerances for Job-Mix Formula	
Passing No. 4 and larger sieves	± 6%
Passing No. 8 to No. 100 sieves (inclusive)	± 4%
Passing No. 200 sieve	± 2%
Binder Content (expressed as % by weight of total mix)	± 0.4%
Temperature of Mixture	20° F
Voids, total mix	± 1.0%

5. Compaction Requirements:

92 - 97% Relative compaction based on AASHTO T 209 modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate.

Tensile Strength	70,000 psi	400,000 psi
Length, inch (mm)	0.75" (19.05 mm)	1.5" (38.1 mm)
Color	Yellow, Black, Tan	Yellow, Black, Tan
Acid/Alkali Resistance	Inert	Good
Melt Temperature	212° F (100° C)	800° F (427° C)

- D. Asphalt Binder shall be 64E-22 for Types "A" and "B" Repairs and shall conform to Section 702 of the Standard Specifications.
- E. Use of RAP is not allowed in State Mix III or Superpave pavements.

12.3 CONSTRUCTION CRITERIA

- A. The finished pavement shall be constructed to maintain the existing drainage patterns.
- B. Where more than one course of new asphalt pavement is placed, a tack coat shall be provided between each course.
- C. The new pavement shall be placed to provide a smooth riding transition between the new pavement and the existing areas.
- D. The new pavement shall be feathered into existing utility, hatches, drain inlets, valve covers and manholes.
- E. The completed thickness of the pavement repairs 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.

12.4 CONSTRUCTION

- A. TYPE "A" REPAIRS – Type "A" Repairs shall be done in areas where the asphalt pavement is unraveled, torn, uplifted, subsided or otherwise damaged. Damage extends into the base course.

Type "A" Repairs shall include the following work:

1. The existing asphalt pavement and base course shall be removed to a depth of 10 inches below the existing grade by cold planing. Cold planing shall be done in accordance with Section 415 of the Standard Specifications. If the subbase is disturbed, the disturbed subbase material shall be compacted to at least 95 per cent relative compaction. The removed asphalt pavement and base course shall not be reused as base material, and shall be hauled away daily from the job site and disposed of by the Contractor.
2. A bituminous tack coat shall be applied on the prepared subbase surface in accordance with Section 407.03 of the Standard Specifications.
3. New 5-inch thick HMAB course shall be placed on a properly prepared subbase and shall conform to Section 301.03 of the Standard Specifications. The subbase shall be prepared conforming to the requirements of subsection 203.03(D) – Subgrade Preparation of the Standard Specifications.

4. A bituminous tack coat shall be applied on HMAB course in accordance with Section 407.03 of the Standard Specifications.
 5. New 5-inch thick HMA pavement State Mix III or Superpave 19mm shall be placed in accordance with Section 401.03 of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, well drained while maintaining existing drainage, and compacted to a density of not less than 92 percent nor greater than 97 percent of maximum theoretical specific gravity in accordance with AASHTO T 209 modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate.
- B. TYPE "B" REPAIRS – Type "B" Repairs shall be done at areas where the existing asphalt pavement is worn, uneven, slightly cracked and the base course is not damaged or contaminated.

Type "B" Repairs shall include the following work:

1. The existing asphalt pavement shall be removed to a depth of 3 inches below the existing grade by cold planing. Cold planing shall be done in accordance with Section 415 of the Standard Specifications. The removed asphalt pavement materials shall be hauled away daily from the job site and disposed of by the Contractor.
 2. The pavement area shall be swept clean of all loose material, water, dirt, excess dust or other objectionable matter.
 3. A bituminous tack coat shall be applied on the asphalt concrete base course in accordance with Section 407.03 of the Standard Specifications.
 4. New 3-inch thick HMA pavement State Mix III or Superpave 19mm shall be placed in accordance with Section 401.03 of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, well drained while maintaining existing drainage, and compacted to not less than 92 percent nor greater than 97 percent of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate.
- C. TYPE "C" REPAIRS – Type "C" Repairs shall be done in areas where the asphalt pavement is unraveled, torn, uplifted, subsided or otherwise damaged. Damage extends into the base course.

Type "C" Repairs shall include the following work:

1. The existing asphalt pavement and base course shall be removed to a depth of 9 inches below the existing grade by cold planing. Cold planing shall be done in accordance with Section 415 of the Standard Specifications. If the subbase is disturbed, the disturbed subbase material shall be compacted to at least 95 per cent relative compaction. The removed asphalt pavement and base course shall not be reused as base material, and shall be hauled away daily from the job site and disposed of by the Contractor.
 2. A bituminous tack coat shall be applied on the prepared subbase surface in accordance with Section 407.03 of the Standard Specifications.
 3. New 6-inch thick HMAB course shall be placed on a properly prepared subbase and shall conform to Section 301.03 of the Standard Specifications. The subbase shall be prepared conforming to the requirements of subsection 203.03(D) – Subgrade Preparation of the Standard Specifications.
 4. A bituminous tack coat shall be applied on HMAB course in accordance with Section 407.03 of the Standard Specifications.
 5. New 3-inch thick HMA pavement State Mix IV shall be placed in accordance with Section 401.03 of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, well drained while maintaining existing drainage, and compacted to a density of not less than 92 percent nor greater than 97 percent of maximum theoretical specific gravity in accordance with AASHTO T 209 modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate.
- D. TYPE “D” REPAIRS – Type “D” Repairs shall be done at areas where the existing asphalt pavement is worn, uneven, slightly cracked and the base course is not damaged or contaminated.

Type “D” Repairs shall include the following work:

1. The existing asphalt pavement shall be removed to a depth of 2 inches below the existing grade by cold planing. Cold planing shall be done in accordance with Section 415 of the Standard Specifications. The removed asphalt pavement materials shall be hauled away daily from the job site and disposed of by the Contractor.
2. The pavement area shall be swept clean of all loose material, water, dirt, excess dust or other objectionable matter.
3. A bituminous tack coat shall be applied on the asphalt concrete base course in accordance with Section 407.03 of the Standard Specifications.

4. New 2-inch thick HMA pavement State Mix IV shall be placed in accordance with Section 401.03 of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, well drained while maintaining existing drainage, and compacted to not less than 92 percent nor greater than 97 percent of the maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate.
- E. The Contractor shall hire an independent qualified testing lab to verify asphalt pavement compaction requirements using field compaction testing in accordance with ASTM D2950, density test method by nuclear methods. Tests shall be performed at the minimum rate of three tests per 1,000 square yards.

12.5 PAYMENT – Payment for pavement repairs shall be made as described in Article X of these Specifications.

ARTICLE XIII – PAVEMENT MARKINGS

13.1 GENERAL – The work to be done under this Article consists of furnishing and installing all pavement markings.

13.2 MATERIAL

- A. Retroreflective Traffic Paint - Retroreflective white and yellow traffic paint shall include pigment, binder, solvent, glass spheres, and shall conform to Section 755.01 of the Standard Specifications. Paint shall be suitable for use as traffic markings on concrete and HMA pavements and shall be applied without addition of solvent. Glass spheres may be pre-mixed or applied immediately after striping using a bead dispenser. Glass spheres shall be applied at a rate of 6 lbs/gal for drop-on application.

13.3 CONSTRUCTION

- A. Pavement markings and striping shall be in conformance with Section 629, Pavement Markings, of the Standard Specifications and conform to the latest edition of the FHWA publication “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD), and as amended, and shall be applied as shown on the plan and as specified herein.
- B. The Contractor shall establish control points throughout the project for the layout of pavement markings and striping. The layout shall be done by the Contractor and approved by the Construction Engineer prior to any installation work. The Contractor shall document/take photographs of existing markings and striping before removal.
- 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. Permanent pavement markings and striping shall be applied no sooner than SEVEN (7) days nor later than FOURTEEN (14) days after completion of the pavement or as recommended by the manufacturer. Markings and striping shall be laid out and painted to match the existing sizes and layout.

13.4 PAYMENT – Payment for pavement markings shall be made as described in Article X of these Specifications.

ARTICLE XIV – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

14.1 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, Kalaeloa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors Division, Storm Water Management Plan (SWMP) requirements, unless exempted, and are subject to Harbors 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.

14.2 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, Kalaeloa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors Division, Storm Water Management Plan.
- C. For projects at Honolulu, Kalaeloa barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Soil Erosion Standards and Guidelines.
- D. For projects at Honolulu, Kalaeloa 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.

14.3 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, 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.

14.4 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 to be installed or utilized. Indicate approximate dates when BMP will be installed and removed.
- 6) Description of maintenance and subsequent removal of any erosion or siltation control devices.
- 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 covered by the permit.
- 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 storm water onto, over, and from the site property before and after major grading activities.
 - e) Storm water discharge locations, including locations of any storm drain inlets on-site and in the immediate vicinity of the site to receive storm water runoff from the project; and locations where storm water will be discharging to state waters (including wetlands).
 - f) Locations of all potential pollutant-generating activities.
 - g) Locations of storm water 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 approved 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, Kalaeloa 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 14.4.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 in the area of the project site. The Contractor shall design, operate, implement, and maintain the Plan to ensure that storm water 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 14.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 of backfilling operations require dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, 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.

14.5 PAYMENT – Payment for Temporary Water Pollution, Dust and Erosion Control will not be measured and paid for separately but shall be incidental to applicable items in the Proposal Schedule.

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-days 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

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

PROJECT: PAVEMENT REPAIRS AT VARIOUS LOCATIONS,
NAWILIWILI HARBOR, KAUAI, HAWAII

PROJECT NO.: S70149

COMPLETION TIME: All work shall be completed within TWELVE (12)
MONTHS from the date indicated in the Notice to
Proceed from the Department with an option to extend
for two (2) additional twelve (12) month periods upon
mutual agreement.

LIQUIDATED DAMAGES: TWO HUNDRED TWENTY-FIVE AND NO/100
DOLLARS (\$225.00) for each and every calendar day
which the Contractor has delayed the completion of this
project.

ELECTRONIC SUBMITTAL: The Proposal and supporting documents shall be
uploaded through the State of Hawaii eProcurement
System (HIePRO).

DESIGN PROJECT MANAGER: MR. EMMANUEL LEGASPI
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
HALE AWA MOKU
79 S. NIMITZ HIGHWAY
HONOLULU, HAWAII 96813
PHONE: (808) 587-1875

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 \$25,000, 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.

PAVEMENT REPAIRS AT VARIOUS LOCATIONS, NAWILIWILI HARBOR

KAUAI, HAWAII

JOB S70149

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Type "A" Repairs	500	Square Yards	\$ _____	\$ _____
2	Type "B" Repairs	500	Square Yard	\$ _____	\$ _____
3	Type "C" Repairs	1500	Square Yard	\$ _____	\$ _____
4	Type "D" Repairs	1500	Square Yard	\$ _____	\$ _____
5	Pavement Markings	1000	Lineal Foot	\$ _____	\$ _____
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 must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.

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

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.

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