

SPECIFICATIONS AND PROPOSAL

FOR

PAVEMENT REPAIRS AT VARIOUS LOCATIONS,

HILO HARBOR,

ISLAND OF HAWAII

PROJECT NO. S50236

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

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

The receiving of bids for **PAVEMENT REPAIRS AT VARIOUS LOCATIONS, HILO HARBOR, ISLAND OF HAWAII, PROJECT NO. S50236**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration:
<https://hiepro.ehawaii.gov/welcome.html>.

The solicitation, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE AND TIME is November 5, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of repairing asphalt pavement at various locations in Hilo Harbor on an open-ended, “as-needed” basis.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering Contractor “A” or Specialty Contractor “C-3”, license **at the time of bidding.**

The Hawaii Department of Transportation, Air and Water Transportation Facilities Division, 2016 GENERAL PROVISIONS FOR CONSTRUCTION PROJECTS, applicable to this

project are available on the internet at: <http://hidot.hawaii.gov/administration/con/>.

A virtual pre-bid conference is scheduled for October 7, 2026, at 10:30 a.m., HST. Interested bidders shall contact Christopher Murphy, Project Manager, directly at christopher.a.murphy@hawaii.gov, no later than two working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **October 8, 2026, at 2:00 p.m., HST**. RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Apprenticeship Preference. A five percent bid adjustment for bidders that are party to apprenticeship agreements pursuant to HRS § 103-55.6 is applicable to this project.

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

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 which states that campaign contributions are

prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

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

Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that contracts entered into pursuant to this advertisement are awarded to the lowest responsible bidder without discrimination on the basis of race, color, national origin, sex, age, disability, or any other protected status recognized under applicable State and federal law.

For additional information, contact Christopher Murphy, Project Manager, by phone at (808) 587-1922, or by email at christopher.a.murphy@hawaii.gov.

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

A handwritten signature in black ink, reading "Dreanalee Kalili", is written over a horizontal line.

DREANALEE K. KALILI
Deputy Director of Transportation for Harbors

HIePRO RELEASE DATE: October 1, 2026

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INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The General Provision is amended as follows:

A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

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

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

2. Add the following to section 1.3 Definitions.

“HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.”

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

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. As specified in the Notice to Bidders, all requests shall be posted as a question in HIePRO under the “Question and Answer” tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HIePRO and supporting documents received by the Project Manager no later than fourteen (14) calendar days before 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:

“Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HiePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

3. 2.11 Bid Security is amended by deleting (a) and replacing it with:

“(a) Unless directed otherwise in the invitation for bids, 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. Bid security shall be in an amount equal to at least five percent of the base bid and additive alternates.

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, in the form and composed, substantially, with the same language as provided herewith and signed by both parties, 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.

If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, Aliiaimoku Hale, 869 Punchbowl Street, Room 103, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its bid bond shall be included with its bid uploaded to HlePRO.

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. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed and submitted and uploaded to HlePRO prior to the bid opening date and time.”

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. In as much as the contract to be executed is price-term, open end, or requirements 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 performance and payment bond amounts required shall be as follows:

Performance Bond.....	\$300,000.00
Payment Bond.....	\$300,000.00

The Contractor shall submit the required contract bond(s) together with the signed contract in accordance with Section 2.25 Execution of Contract.

The above amounts represent the performance and payment bond amounts required for the initial term of the contract. If work orders issued during the initial contract term exceed the original bond requirements, the procurement officer shall require additional performance and payment bonds to cover said work orders.

If the contract is extended beyond the initial term, the State shall require new bonds for each subsequent term. Such performance and payment bonds for each subsequent term, may be extensions of the original bond(s) by endorsements thereto, provided that, as to any claims which may have arisen or may arise while said bonds were in effect, said bonds shall remain in full force and effect.

The performance and payment bond amounts may be reduced upon written determination by the head of the purchasing agency, if it is deemed to be in the best interest of the State.”

7. 2.25 Execution of Contract is amended by deleting 2.25 Execution of Contract in its entirety and replacing it with the following:

“2.25 Execution of Contract. The contract, contract performance and payment bonds, and HRS Chapter 104 Compliance Certificate, shall be executed by the successful bidder and returned within ten (10) days or within such further time as the Department may allow after the bidder has received the contract for execution. The contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto, the Comptroller has endorsed thereon its certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract, and the fully executed contract is received by the Contractor. If the Contractor fails to execute the contract and file acceptable bond(s) within ten (10) days, or within such further time as the Department may allow, the Department may cancel the award and award the contract to the next lowest, responsive and responsible bidder. The Department may recover its damages against the bid security as described in Subsection 2.11(c) herein.”

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 Hilo Harbor, Island of Hawaii, 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 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 damaged asphalt pavement to repair has been determined. 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 aggregate base course
5. Placing hot mix asphalt base (HMAB) course
6. Placing stone matrix asphalt (SMA) pavement
7. Placing hot mix asphalt (HMA) pavement
8. Placing temporary pavement markings
9. Placing permanent pavement markings
10. Providing Storm Water Pollution Prevention Plan (SWPPP)

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 shall be determined during the work order phase. 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, if appropriate, the Tenant, will meet at various Hilo Harbor properties 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 District Manager and the Construction Engineer and shall be subject to their written approval. The Contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors District Manager and the Construction Engineer. The Contractor will be responsible for maintaining the work and storage areas in a neat and orderly condition.

For some access roads, night and/or weekend work may be needed since some roadways cannot be blocked in the daytime on weekdays. Work shall be coordinated so as to minimize interference with the pier operations.

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 H.C. 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>.

Traffic Control Plan. The Contractor shall submit a Traffic Control Plan to the Harbors Construction Engineer for review to warn and guide traffic past, around and through the work site safely. As this project is anticipated to have multiple work phases, the Contractor shall submit a separate Traffic Control Plan for each work phase.

10.6 PERMITS – The State is obtaining a National Pollutant Discharge Elimination System (NPDES) General Permit regarding discharges composed entirely of Water runoff associated with construction activities from the Clean Water Branch, State Department of Health at 2827 Waimano Home Rd #225, Pearl City, HI 96782.

The Contractor shall update and submit its Storm Water Pollution Prevention Plan (SWPPP) to the Department of Health for acceptance prior to start of construction.

The Contractor shall comply with the following permit requirements as needed and complete any information required therein to effectuate the permit:

- A. NPDES Permit for Discharges of Water Associated with Construction Activity from the State Department of Health (Notice of Intent – NOI Form C). An approved Notice of General Permit Coverage (NGPC) has been issued by the Department of Health (DOH). The Contractor shall keep a copy of the Permit application and approved NGPC on site at all times. The Contractor shall obtain a copy from the State.
 1. The Contractor shall comply with the following conditions and requirements:
 - a. HAR Chapter 11-55, Chapter C, NPDES General Permit Authorizing Discharges of Water Associated with Construction Activities;
 - b. HAR Chapter 11-55, Appendix A, Department of Health Standard General Permit Conditions;

- c. HAR Chapter 11-55-34.04(a), 11-55-34.07, 11-55-34.11, 11-55-34.12, and any other applicable sections of HAR Chapter 11-55;
 - d. Plans, reports, specifications and other related materials submitted in and with the Notice of Intent (NOI) and/or later amendments to the NOI;
 - e. A copy of the NGPC, enclosures, plans, reports, specifications and other related materials submitted in and with the NOI and/or later amendments to the NOI must be kept at the job site or at a nearby field office;
 - f. Provide the Department of Health with any general contractor's information that was not identified in the NOI form. The information must include general contractor's legal name, address (location where papers can be hand-delivered), contact person, telephone and fax numbers;
 - g. Site-specific information shall be submitted to the DOH for review and comments thirty (30) days before the commencement of each phase of the construction. All related concern(s) and comment(s) shall be properly addressed to the DOH's satisfaction before any discharge occurs;
 - h. The updated timetable for major construction activities including the date when contractor will begin site disturbances shall be submitted to the DOH before the commencement of each phase of the construction;
 - i. The effectiveness and adequacy of the implemented site-specific plans and sediment and erosion control plans shall be reviewed and updated as often as necessary. Any change(s) to the site-specific plans and/or sediment and erosion control plans or correction(s) to information already on file with the DOH shall be submitted to the Clean Water Branch as such change(s) or correction(s) arise;
 - j. Complete and submit the Solid Waste Disclosure Form for Construction Sites (see Attachment II) to the Office of Solid Waste Management as specified on the form prior to commencement of work; and
 - k. Notify the DOH upon the termination of the subject activities.
2. All permit applications and forms shall be submitted to the Harbors for concurrence prior to submission to the accepting agencies.

The Contractor will be required to complete and submit the form, “Permit for Shoreside and Vessel work”. The Contractor shall obtain the necessary permits from the Harbors District Manager.

A Building Permit from the County of Hawaii will not be required for this project.

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

- I. Materials:
 - A. Aggregate base course mix design
 - B. HMAB course mix design
 - C. HMA pavement mix design
 - D. SMA pavement mix design
 - E. Triaxial Geogrid
 - F. Bituminous tack coat material data sheets
 - G. Retroreflective Traffic Paint
- II. Worker Credentials:
 - A. Proof of valid TWIC and MARSEC credential card for all Contractor and Sub-contractor workers
- III. BMP Plan
- IV. Traffic Control Plan

10.8 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.

10.9 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 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. 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 Construction Engineer or District Manager. Harbors management will consider impacts to the work and schedule as a result of prolonged work stoppages.

- K. Maritime Security Awareness training is mandatory for all personnel entering the Harbor facility. The Contractor shall be responsible to ensure all of its employees, representatives, subcontractors, vendors, and all alike, requiring access to the harbor area for this project, have been trained and possess the required maritime security card before entering the Harbor's property. 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, together with a letter attesting that all personnel have received this training to the Harbors District Manager and Construction Engineer. 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.

10.10 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 the SWPPP to Harbors for review and comment before work begins. The plan shall satisfy the requirements of ARTICLE XV – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL. This plan shall describe and detail all 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 and the harbor waters

to the satisfaction of Harbors and the State of Hawaii Department of Health (DOH). The Contractor shall revise the plan, at no additional cost to the State, should it be determined by the Construction Engineer and DOH that the plan is insufficient to prevent pollution.

10.11 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:

“Asphalt Binder (PG 64E-22) 702.01B
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 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.”

10.12 CONTRACT TERM AND OPTION TO EXTEND – The contract term of this contract shall be for twelve (12) months commencing from the date indicated in the "Notice to Proceed" from the Construction Engineer, subject to the satisfactory performance of the Contractor and the availability of State appropriations, this contract may be extended for TWO (2) ADDITIONAL twelve (12) month periods, at the option of the State, provided:

- A. The option to extend is exercised by the State, prior to the expiration of the term of the existing contract;
- B. The contract may be extended for TWO (2) additional twelve (12) month periods without the necessity for rebidding, upon mutual agreement in writing to extend by the State and Contractor;
- C. The total term of the contract, including any and all extensions, shall not exceed THIRTY-SIX (36) MONTHS;
- D. Compensation to the Contractor for each renewal period shall be based on the unit prices as bid in the Proposal Schedule of the original contract with no adjustments.

10.13 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 – Mobilization and Demobilization. Payment shall be made at the lump sum price bid in the Proposal Schedule (shall not exceed six(6) percent of the sum of all items, excluding this item) for each mobilization and demobilization that was performed for each work order issued by the State. Such payment shall include setting up and removing all plant equipment and materials at the jobsite, providing temporary barricades as required for Harbor operations during construction, cleaning up the jobsite, and all other incidental work required to complete this item.

Item 2 – 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 2-inch deep existing asphalt pavement by cold planing, disposing of existing asphalt pavement materials, cleaning existing asphalt pavement surfaces, applying bituminous tack coat, placing new 2-inch thick State Mix IV HMA pavement, and all other incidental work required to complete this item.

Item 3 – 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 7-inch deep existing asphalt pavement and base course by cold planing, disposing of existing asphalt pavement and base course materials, reworking and recompacting existing base course, applying bituminous tack coat, placing new 4-inch thick aggregate

base course, applying bituminous tack coat, placing new 3-inch thick State Mix No. IV HMA pavement, and all other incidental work required to complete this item.

Item 4 – 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 11-inch deep existing asphalt pavement and base course by cold planing, disposing of existing asphalt pavement and base course materials, compacting the subbase, applying bituminous tack coat, placing new 6-inch thick HMAB course, applying bituminous tack coat, and placing new 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 5 – 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 an acceptable width (depending on the cutting width of the cold planer) and a depth of 9 inches of existing asphalt pavement and base course by cold planning, disposing of existing asphalt pavement and base course materials, compacting the subbase, applying bituminous tack coat, placing new 6-inch thick HMAB course, applying bituminous tack coat, placing new 3-inch thick SMA pavement, compaction testing, and all other incidental work required to complete this item.

Item 6 – Type “E” Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Type “E” Repairs. Such payment shall include removing 3-inch deep existing asphalt pavement by cold planing, disposing of existing asphalt pavement materials, cleaning the existing asphalt pavement surfaces, applying bituminous tack coat, and placing new 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 7 – Type “F” Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Type “F” Repairs. Such payment shall include 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, and placing new 1-1/2-inch thick State Mix V HMA pavement, compaction testing, and all other incidental work required to complete this item.

Item 8 – Replacing Subbase. Payment shall be made at the unit price bid per cubic yard in the Proposal Schedule for Replacing Subbase. Such payment shall include removing 12-inch deep unsuitable subbase, disposing of unsuitable subbase materials, placing and compacting new 12-inch thick aggregate base course, and all other incidental work required to complete this item.

Item 9 – Triaxial Geogrid. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Triaxial Geogrid. Such payment shall include installing new triaxial geogrid material and all other incidental work required to complete this item.

Item 10 – Temporary Pavement Markings. Payment for temporary pavement markings shall be made at the unit price bid per lineal foot in the Proposal Page for Temporary Pavement Markings. Such payment shall include laying out control points, cleaning pavement surfaces, placing new temporary pavement markings, removal of temporary pavement markings, and all other incidental work required to complete this item.

Item 11 – Permanent Pavement Markings. Payment for pavement markings shall be made at the unit price bid per lineal foot in the Proposal Page for Permanent Pavement Markings. Such payment shall include laying out control points, cleaning pavement surfaces, 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 be made as described in Article X of these Specifications.

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 Hilo 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. Aggregate Base Course shall consist of crushed stone free of vegetable matter and other deleterious substances conforming to Section 703.06 of the Standard Specifications.
- B. HMAB Course shall conform to Section 301 of the Standard Specifications.
- C. Bituminous Tack Coat shall be a slow-setting emulsified asphalt conforming to section 407 of the Standard Specifications.
- D. HMA Pavement shall be State Mix No. IV for Types “A” and “B” Repairs, State Mix No. III or Superpave 19mm for Types “C” and “E” Repairs, State Mix No. V for Type “F” Repairs and 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 12-1
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)

- E. Asphalt Binder shall be PG 64-16 for Types "A", "B", and "F" Repairs; PG 64E-22 for Types "C", "D", and "E" Repairs and shall conform to Section 702 of the Standard Specifications.

- F. SMA Pavement shall be for Type “D” Repairs and shall conform to Article XIV of these Specifications.
- G. Use of RAP is not allowed in State Mix III, Superpave, or SMA 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 at areas where the existing asphalt pavement is worn, uneven, slightly cracked and the base course is not damaged or contaminated.

Type “A” 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 material shall be hauled away from the job site and disposed of daily 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 existing asphalt pavement surface 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 patterns. The pavement shall be placed to meet the criteria defined in paragraph 3.3 above.

B. TYPE “B” REPAIRS – Type “B” 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 “B” Repairs shall include the following work:

1. The existing asphalt pavement and base course shall be removed to a depth of 7 inches below the existing grade by cold planing. Cold planing shall be done in accordance with Section 415 of the Standard Specifications. The removed materials shall be hauled away from the job site and disposed of daily 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 properly prepared base course surface in accordance with Section 407.03 of the Standard Specifications.
4. New 4-inch thick aggregate base course shall be placed on the properly prepared base course and shall conform to Section 301.03 of the Standard Specifications.
5. A bituminous tack coat shall be applied on aggregate base course in accordance with Section 407.03 of the Standard Specifications.
6. 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 patterns. The pavement shall be placed to meet the criteria defined in paragraph 3.3 above.

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 11 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 disposed of away from the job site. If unsuitable subbase material is encountered, it shall be replaced with aggregate base course as directed by the Construction Engineer in accordance with paragraph 12.3.E below.
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 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.

- D. TYPE “D” REPAIRS – Type “D” Repairs shall be done at areas where the existing asphalt pavement has been deteriorated by the placement of container chassis legs in the reefer rows. These areas may not be contiguous.

Type “D” 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. Paving limit may vary depending on the Contractor’s cold planer’s cutting width. The intent of this type of repair is to cold plane in a single pass. Actual paving limit shall be to the satisfaction of the Construction Engineer. 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 percent relative compaction. The

removed asphalt pavement and base course shall not be reused as base material and shall be disposed of away from the job site. If unsuitable subbase material is encountered, it shall be replaced with aggregate base course as directed by the Construction Engineer.

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 the HMAB course in accordance with Section 407.03 of the Standard Specifications.
5. New 3-inch thick SMA pavement shall be placed in accordance with Article XIV of these Specifications.

- E. TYPE “E” REPAIRS – Type “E” 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 “E” Repairs shall include the following work:

1. The existing asphalt pavement and base course 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 concrete shall be hauled away 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.

- F. TYPE “F” REPAIRS – Type “F” Repairs shall be done at pier apron areas where the existing asphalt pavement is worn, uneven, or slightly cracked. For bidding purposes, repair thickness shall be 1-1/2 inches. Actual thickness will vary from 1 inch to 3 inches.

Type “F” Repairs shall include the following work:

1. The existing asphalt pavement shall be removed completely down to the top surface of the existing concrete slab. Cold planing shall be done in accordance with Section 415 of the Standard Specifications. The Contractor shall not damage the existing concrete slab when cold planing the existing asphalt pavement. The removed asphalt concrete shall be hauled away 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 existing asphalt pavement in accordance with Section 407.03 of the Standard Specifications.
4. New HMA pavement State Mix V shall be placed to match the existing grade of the adjacent pavement, and 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.

- G. Replacing Subbase – Replacing subbase shall be done in areas where the existing subbase material is composed of adobe or other unsuitable material. Unsuitable subbase shall be replaced with aggregate base course.

Replacing subbase material shall include the following work:

1. After removal of the existing asphalt pavement and base course, a determination shall be made as to the extent of removal of the existing subbase material. If the subbase material is found to be unsuitable, for instance is comprised of adobe soil, 12-inch thick of the material shall be removed and disposed of. New triaxial geogrid material shall be placed. For triaxial geogrid specifications, see Article XIII of these Specifications.
2. New aggregate base course shall be placed to conform to Section 304.03 of the Standard Specifications.

- H. 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 – TRIAXIAL GEOGRID

13.1 DESCRIPTION – This section describes furnishing and placing a triaxial geogrid on a prepared surface.

13.2 MATERIALS

- A. General. Unless otherwise indicated in the contract documents, geogrid shall be manufactured from a punched and drawn polypropylene material formed into a radially stable network of open equilateral apertures with six intersecting ribs at each junction and a minimum mid-rib aspect ratio of 1.50, to allow interlocking with the unbound aggregate or base course materials. The combination of the two materials creates an improved mechanically stabilized layer (MSL) with significantly improved properties and performance capabilities that quantifiably allows a designer to modify aggregate and/or pavement sections.
- B. Geogrid Acceptance. The manufacturer's certificate of compliance and certified test results from a nationally accredited USA testing laboratory on the product, tested within six months of the submittal date shall be submitted for approval. Additionally, the following shall be included in the submittal:
 - 1. Manufacturer's name, current address, and telephone number
 - 2. Manufacturer's current Quality Assurance / Quality Control Manual.
 - 3. Full product name by trademark and product number.
 - 4. Geogrid polymer type(s).
 - 5. Recommended overlap.
 - 6. Six square yards of geogrid sample. Geogrid sample shall conform to requirements of Subsection 721.01(C) - Sampling.
- C. Sampling. Sampling shall be in accordance with ASTM D4354.
- D. Physical Properties. Physical property values in these specifications represent minimum average roll values (MARV) and are included for Quality Assurance purposes only. Average test results for any individual roll tested within a lot sampled, shall meet or exceed specified values.
- E. Packaging. Geogrids shall be provided in roll form of length and width to meet requirements.

- F. Identification. Unless otherwise indicated in the contract 53 documents, geogrid shall be identified in accordance with ASTM D 4873 54 and this subsection. Include the following information:
1. Unique roll number serially designated.
 2. Manufacturer's lot number or control numbers.
 3. Name of geogrid manufacturer.
 4. Date of manufacture.
 5. Product brand name.
 6. Manufacturer's style or catalog designation of the geogrid.
 7. Roll width, in feet.
 8. Roll length, in feet.
 9. Net weight of geogrid.
- G. Storage and Handling. Geogrids shall be stored and handled in 75 accordance with ASTM D 4873 and this subsection. During shipment 76 and storage, material shall not be exposed to sunlight or other forms of 77 light that contain ultraviolet rays, for more than 6 months.
- H. Geogrid Pavement Modification Material. Material shall be 80 Tensar TriAx TX7 Geogrid, as manufactured by Tensar International 81 Corporation, or approved equal.
- I. Performance Requirements for Proposing Equal Geogrid Materials
1. Performance testing validation with Accelerated Pavement Tests 87 (APT) at a facility in the United States, in compliance with NCHRP 88 Report 512 and Synthesis 325 and AASHTO R-50. A minimum 89 of three Accelerated Pavement Tests (APT) shall be performed 90 on paved structures and use the specific branded product 91 proposed for use. Performance of pavement sections must be 92 evaluated with standard highway moving wheel loads. Geogrid 93 reinforced sections with thinner asphalt sections shall be 94 compared to control section(s) with a thicker asphalt section. Test 95 results are only valid if total ESALs trafficked on each section tested falls within range of ESALs predicted in the design of those sections, with a minimum trafficking requirement of 800,000 ESALs at less than 1 inch permanent surface deformation.

2. No proposed alternative equal geogrid will be accepted based on material index properties or explanations of performance based on testing of geogrid index properties, or the use of research conducted on other branded geogrid products (including those of similar manufacturing type). Geotextile materials shall not be considered as an alternate to geogrid materials for subgrade improvement, flexible pavement asphalt and aggregate base section modification.
3. Any submittal for an alternate MSL must be submitted at least two (2) weeks in advance of the bid date. Submittals submitted less than two weeks before the bid date will be considered non responsive and be considered invalid. The alternate MSL shall contain the following:
 - a. A written statement from the alternative pavement design engineer of record that the proper calibration and validation testing has been performed for the geogrid reinforcement utilized in the MSL in accordance with these specifications
 - b. A submittal package that includes performance studies referenced in section 13.2 I 1 above and documented evidence of calibration and validation testing.
 - c. Any other information as requested by the Engineer.

13.3 CONSTRUCTION – Before placing triaxial geogrid, remove loose or extraneous material and prepare subbase according to the plan. Place triaxial geogrid under manufacturer’s instructions, longitudinally along roadway alignment, and with minimal wrinkles. Overlap adjacent edges of the rolls at least 1.5 feet in the direction the material is spread covering the geogrid. The geogrid may be cut to conform to curves.

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

ARTICLE XIV – PAVEMENT MARKINGS

14.1 GENERAL – The work to be done under this Article consists of furnishing and installing temporary and permanent pavement markings.

14.2 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.

14.3 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.
- E. The Contractor shall install temporary pavement markings when existing markings are removed or damaged during pavement repairs. Temporary pavement markings shall be installed on existing roadways and street pavement

markings within the Harbors property, and at the direction of the Construction Engineer. Temporary pavement markings shall conform to Section 629.03(B) of the Standard Specifications.

14.4 PAYMENT – Payment for temporary and permanent pavement markings shall be made as described in Article X of these Specifications.

ARTICLE XV – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL
For Project Subject to NPDES NOI-C Permit

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

- A. A detailed Storm Water Pollution Prevention Plan (SWPPP) required by a National Pollutant Discharge Elimination System (NPDES) Appendix C General Permit from the State of Hawaii Department of Health (HDOH) and prepared according to Section 7 of Appendix C, Hawaii Administrative Rules (HAR) Chapter 11-55, will satisfy this requirement. Additionally, all projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors, Storm Water Management Plan (SWMP) requirements, and are subject to Harbors Best Management Practice (BMP) inspections. If any requirement conflicts with those administered by 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.

15.2 GENERAL REQUIREMENTS - In order to provide for the control of temporary 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, 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, 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 Water Quality.
- 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.

15.3 MATERIALS - Materials shall conform to the following when applicable:

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

15.4 CONSTRUCTION

- A. Preconstruction Requirements.
 - 1. Temporary Water Pollution, Dust, and Erosion Control Meeting. The contractor shall be required to submit a SWPPP to the Construction Engineer and address all comments by the Construction Engineer. After the SWPPP 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 SWPPP to the Construction Engineer prior to the start of work for review of compliance with this Article. A SWPPP template is available online at <https://hidot.hawaii.gov/harbors/malamaikeawakai/>, under HDOT Harbors Construction and Post-Construction Programs – Documents and Forms.
 - a. The following information shall be described in the SWPPP as specified in Section 7 of Appendix C, HAR 11-55, at a minimum:
 - 1) Storm water team (by name or position), which is responsible for the development of the SWPPP, any later modifications to it, and for compliance with the requirements in the NPDES permit. The SWPPP must identify the personnel that are part of the storm water team as well as their individual responsibilities.
 - 2) Nature of construction activities including the size of the project site (in acres) and the total area expected to be disturbed by the construction activities (in acres), construction support activity areas covered by permit, and the maximum area expected to be disturbed at any one time.
 - 3) Emergency-related projects in response to a public emergency (e.g., natural disaster, extreme flooding conditions). If this applies to the project, documentation of the cause of the public emergency, information substantiating its occurrence, and a description of the construction necessary to re-establish affected public services shall be included in the SWPPP. The proclamation of a civil defense emergency or similar proclamation is required to be from the President of the United States or State Governor.
 - 4) Identification of other site contractors (e.g., sub-contractors) who will be engaged in construction activities at the site, and the areas of the site over which each contractor has control. If this piece of information is not available at the time the SWPPP is submitted, the plan must be amended to include the information prior to the start of construction activities.

- 5) Sequence and estimated dates of construction activities including a schedule of the estimated start dates and the duration of the following activities, according to Section 7.2.5 of Appendix C, HAR 11-55:
 - a) Installation of storm water control measures.
 - b) Commencement and duration of earth-disturbing activities.
 - c) Cessation, temporarily or permanently, of construction activities on-site, or in designated portions of the project site.
 - d) Final or temporary stabilization of areas of exposed soil.
 - e) Removal of temporary storm water conveyances/ channels and other storm water control measures, removal of construction equipment and vehicles, and cessation of any pollution-generating activities.
- 6) Site map or series of maps, showing the following features of the project, according to Section 7.2.6 of Appendix C, HAR 11-55:
 - 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 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 construction.
 - 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.
- 7) Construction site pollutants generated by on-site activities. For each pollutant-generating activity, an inventory of pollutants or pollutant constituents (e.g., sediment, fertilizers and/or pesticides, paints, solvents, fuels) associated with that activity, which could be exposed to rainfall and could be discharged from the construction site (include potential spills and leaks).

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.

- 8) Sources of non-storm water, including, but not limited to, the design, installation, and maintenance of the control measures to prevent its discharge.
- 9) Buffer documentation. When a State water is located within 50 feet of the project's earth disturbances, the Contractor shall describe which compliance alternative has been selected for the site, and comply with Section 5.1.2.1 of Appendix C, HAR 11-55, Appendix C.
- 10) Description of storm water control measures to be used during construction activity including information on:
 - a) Storm water control measures to be used during construction activity meet the requirements of Section 5 HAR 11-55, Appendix C.
 - i. Information on the type of storm water control measure to be installed and maintained, including design information;
 - ii. What specific sediment controls will be installed and made operational prior to conducting earth-disturbing activities in any given portion of the site to meet the requirement of Section 5.1.2.2.1 of HAR 11-55, Appendix C.
 - iii. If contaminated soil exists on-site, the control measures to either prevent the contact of storm water with the contaminated soil, including any contaminated soil stockpiles, or prevent the discharge of any storm water runoff which has contacted contaminated soil or any contaminated soil stockpiles;
 - iv. For exit points on the site, document stabilization techniques to be used and any additional controls that are planned to remove sediment prior to vehicle exit.
 - v. For linear projects, document the location where the use of perimeter controls in portions of the site is impracticable and the

reason why (refer to Section 5.1.2.2.1 of HAR 11-55, Appendix C).

- b) Stabilization practices including specific vegetative and/or non-vegetative practices. Document the circumstances preventing from meeting the deadlines specified in Section 5.2.1.1 and/or 5.2.1.2 of HAR 11-55, Appendix C;
 - c) Post-construction measures that will minimize the discharge of pollutants via storm water discharges after construction operations have been finished.
- 11) Pollution prevention procedures.
- a) Spill prevention and response procedures, including:
 - i. Procedures for expeditiously stopping, containing, and cleaning up spills, leaks, and other releases. Identify the name or position of the employee(s) responsible for detection and response of spills or leaks;
 - ii. 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. Spill Contact information must be in location that is readily accessible and available.
 - b) Waste management procedures on handling and disposing of all wastes generated at the site, including, but not limited to, clearing and demolition debris, sediment removed from the site, construction and domestic waste, hazardous or toxic waste, and sanitary waste.

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 property upon the completion of the project.

- 12) Procedures for inspection, maintenance, and corrective action to be followed for conducting site inspections, maintaining the storm water control measures, and, where necessary, taking corrective actions. Additionally, include following information in the SWPPP:
 - a) Personnel responsible for conducting inspections;
 - b) Inspection schedule. Contractor's Self-Inspections shall be conducted at applicable schedules listed below. Note that inspections are only required during the project's normal working hours.
 - i. Inspection Frequency for sites discharging to impaired waters¹. For any portion of the site that discharges to an impaired water, the inspection shall be conducted at the following intervals:
 - a) Once every seven (7) calendar days; and
 - b) Within twenty-four (24) hours of the occurrence of the storm event of 0.25 inches or greater.
 - c) Daily during periods of a prolonged storm event of 0.25 inches or greater.
 - ii. Inspection Frequency for sites NOT discharging to impaired waters. At a minimum, the inspection shall be conducted in accordance with one of the two schedules listed below:

¹ "Impaired waters" are waters identified as impaired on the State Clean Water Act Section 303(d) list, and waters with a State-established and EPA-approved Total Maximum Daily Load (TMDL). The construction site will be considered to discharge to an impaired water if the first State water to which the discharge enters is to a water on the section 303(d) list or one with a State established and EPA-approved TMDL. For a discharge that enters a storm water drainage system prior to discharge, the first State water to which discharge occurs is the water body that receives the storm water discharge from the storm water drainage system.

- a) At least weekly; or
 - b) Biweekly (once every fourteen (14) calendar days), and within twenty-four (24) hours of the occurrence of a storm event of 0.25 inches or greater, daily during periods of a prolonged storm of 0.25 inches or greater, and within twenty-four (24) hours after the end of the storm.
- iii. Reductions in inspection frequency. For stabilized areas, the Contractor may reduce the frequency of inspections to monthly (once per month) in any area of the site where the stabilization steps have been completed as follows:
 - a) For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized; and/or
 - b) For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

Note that inspections are only required during the project's normal working hours.

- c) Any inspection or maintenance checklists or other forms that will be used.

Contractor shall either keep a properly maintained rain gauge in a secure location to monitor rainfall at the project site, or obtain the storm event information from a weather station that is representative of the location. If a rain gauge is to be utilized to determine if a storm event of 0.25 inches or greater has occurred on the site, it must have a tolerance of at least 0.05 inches of rainfall, and an opening of at least 1-inch diameter. Install the rain gauge on the project site in an area that will not deter rainfall from entering the gauge opening. Maintain the rain gauge and replace the gauge if stolen, it does not function properly or accurately, is worn out, or needs to be relocated. Do not begin fieldwork until the rain gage is installed and the SWPPP is in place. For any day of rainfall during normal business hours that

measures 0.25 inches or greater, the Contractor shall record the total rainfall measured for that day.

- 13) Staff training documentation that the required personnel were trained in accordance with Section 7.2.13 of Appendix C, HAR 11-55, to ensure that all activities on the site comply with the requirements of the issued permit. The list of major required personnel are as listed below:

- a) Personnel responsible for the design, installation, maintenance, and/or repair of storm water controls (including pollution prevention measures);
- b) Personnel responsible for the application and storage of chemicals (if applicable);
- c) Personnel responsible for conducting BMP inspections;
- d) Personnel responsible for taking corrective actions

At a minimum, personnel must be trained to understand the following, if related to the scope of their job duties (e.g., only personnel responsible for conducting inspections need to understand how to conduct inspections):

- a) The location of all storm water controls on the site required by the issued permit, and how they are to be maintained;
- b) The proper procedures to follow with respect to the permit's pollution prevention requirements; and
- c) When and how to conduct inspections, record applicable findings, and take corrective actions.

The Contractor is not required to provide or document formal training for subcontractor or other outside service providers, but must ensure that such personnel understand any requirements of the permit that may be affected by the work they are subcontracted to perform. Detailed discussion is provided in Section 7.2.13.2 of Appendix C, HAR 11-55.

- 14) Documentation of compliance with Safe Drinking Water Act Underground Injection Control (UIC) requirements for

certain subsurface storm water controls, if using any of the following storm water controls at the project site:

- a) Infiltration trench (if storm water is directed to any bored, drilled, driven shaft or dug hole that is deeper than its widest surface dimension, or has a subsurface fluid distribution system);
 - b) Commercially manufactured precast or pre-built proprietary subsurface detention vaults, chambers, or other devices designed to capture and infiltrate storm water flow; and
 - c) Drywells, seepage pits, or improved sinkholes (if storm water is directed to any bored, drilled, driven shaft or dug hole that is deeper than its widest surface dimension, or has a subsurface fluid distribution system).
- 15) Other information listed below.
- a) Contractor information (general and subcontractors) including legal name, street address, contact person's name and position title, telephone number, and email address.
 - b) Other state, federal, or county permits including:
 - i. Copy of the drainage system owner's approval allowing the discharge to enter their drainage system (if applicable);
 - ii. Copy of the Department of the Army permit and Section 401 water quality certification (if applicable); and
 - iii. A list of other permits (if applicable).
- 16) Any other information as requested by the Director of HDOH and/or HDOT.
- 17) SWPPP certification. The owner or its duly authorized representative must certify, sign, and date the Plan in accordance with Section 15 of Appendix A, HAR 11-55.

- b. The Contractor shall keep the current accepted SWPPP 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 SWPPP. Additionally, the planned modifications to the BMP meeting the conditions listed in Section 7.4.1 of HAR 11-55, Appendix C, shall be documented and updated in the SWPPP according to Section 7.4 of HAR-55 Appendix C. 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. Follow applicable CCH *Rules Relating to Water Quality on Erosion Sediment Control Plan and Post Construction Best Management Practices* **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 16.4 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 SWMP requirements for construction at those harbors. The requirements include, but are not limited to, construction site BMP initial, recurring (i.e. every two (2) 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 SWPPP or a BMP that replaces an accepted one that is not satisfactorily performing.
12. Properly maintain BMP. For projects that require an NPDES Appendix C General Permit from the HDOH, inspect, prepare a monthly compliance report, and make repairs to BMP on a timely basis. Maintain records of BMP inspections for the duration of the project. Submit copies of the inspection reports to the Construction Engineer upon request.
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 16.4 A. 2.a.1 shall address any BMP concerns brought up by the Construction Engineer within twenty-four (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 including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.

15. The owner or its duly authorized representative shall be responsible for fulfilling the reporting requirements (e.g., state of construction activities, incident notification) according to Section 12 of Appendix C, HAR 11-55, and submittal requirements (e.g., monthly compliance report, Notice of Cessation form) according to Section 13 of Appendix C, HAR 11-55.

- 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.

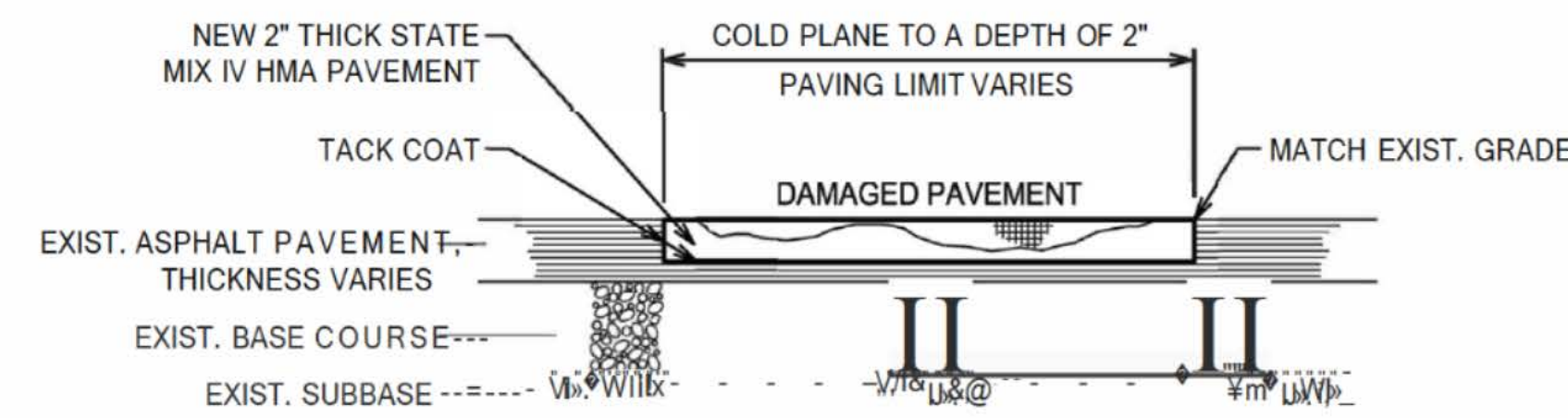
- D. **Dewatering Activities.** If excavation of backfilling operations requires dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, obtain an NGPC authorizing discharges associated with construction activity dewatering from the HDOH 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.

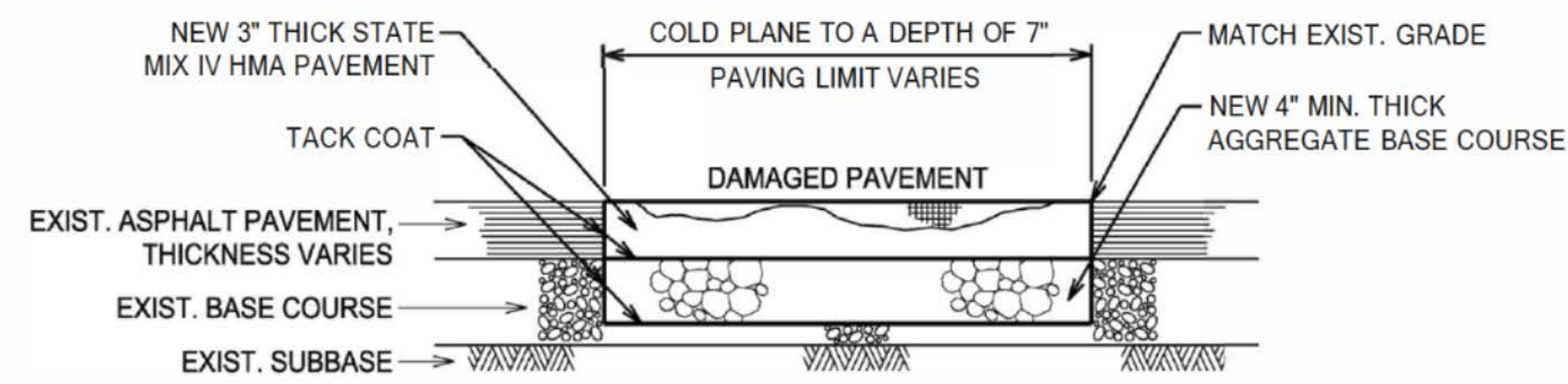
15.5 PAYMENT – Payment for Temporary Stormwater Pollution, Dust and Erosion Control will not be measured and paid for separately but shall be incidental to applicable items in the Proposal Schedule.

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

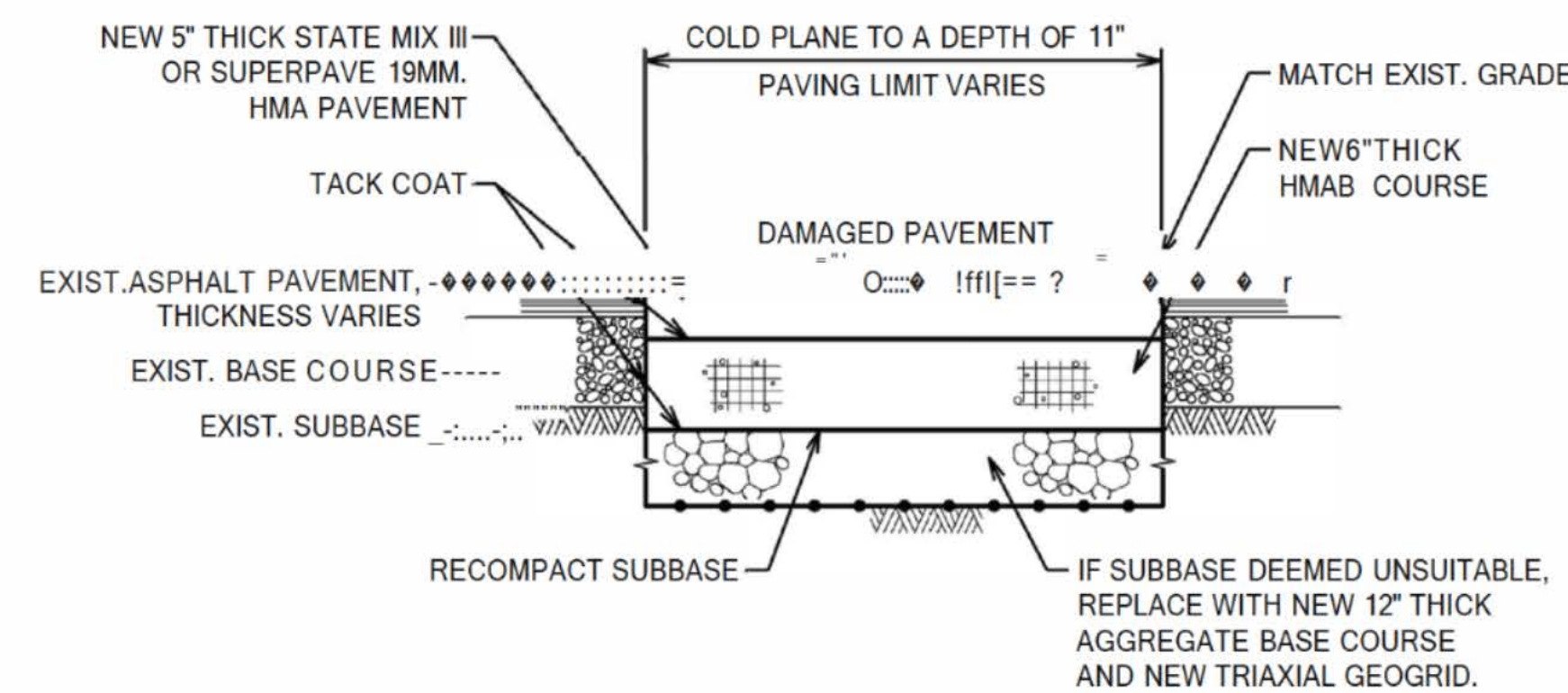
The Contractor shall reimburse the State of Hawaii within thirty (30) days for the full amount of all outstanding costs incurred by the State of Hawaii for all citations or fines received as a result of the Contractor's non-compliance with regulations.



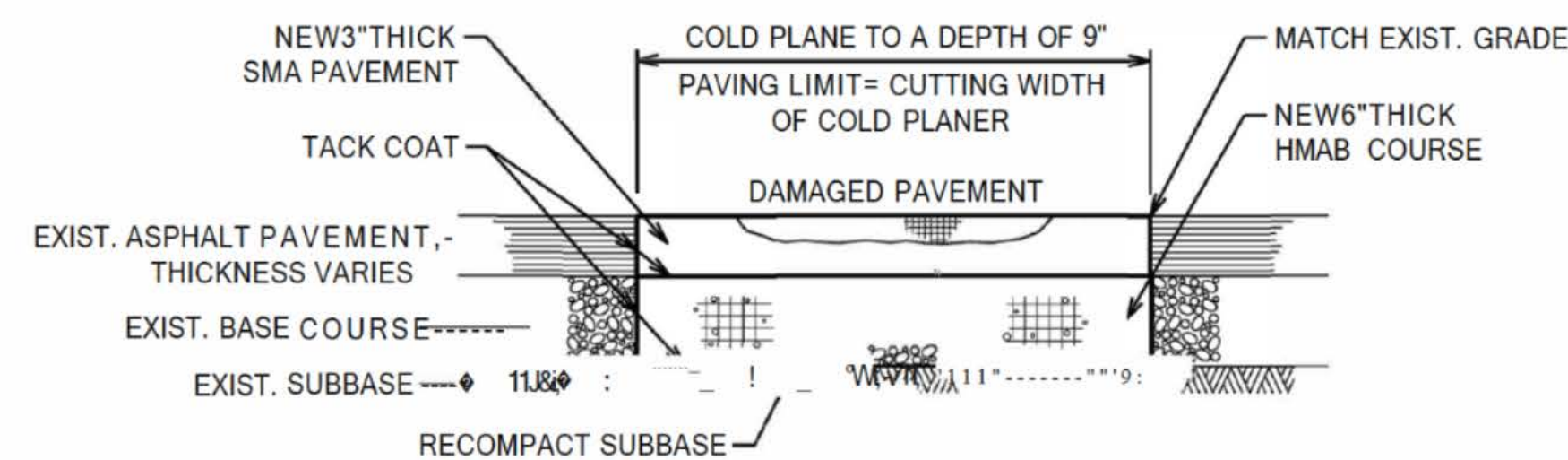
TYPE "A" REPAIR DETAIL
NOT TO SCALE



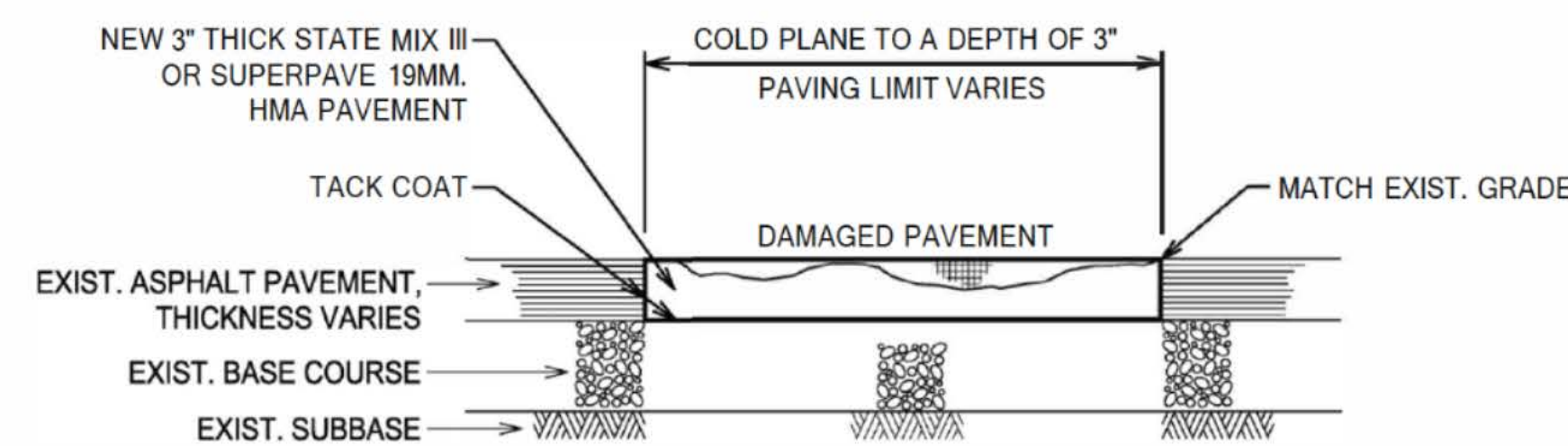
TYPE "B" REPAIR DETAIL
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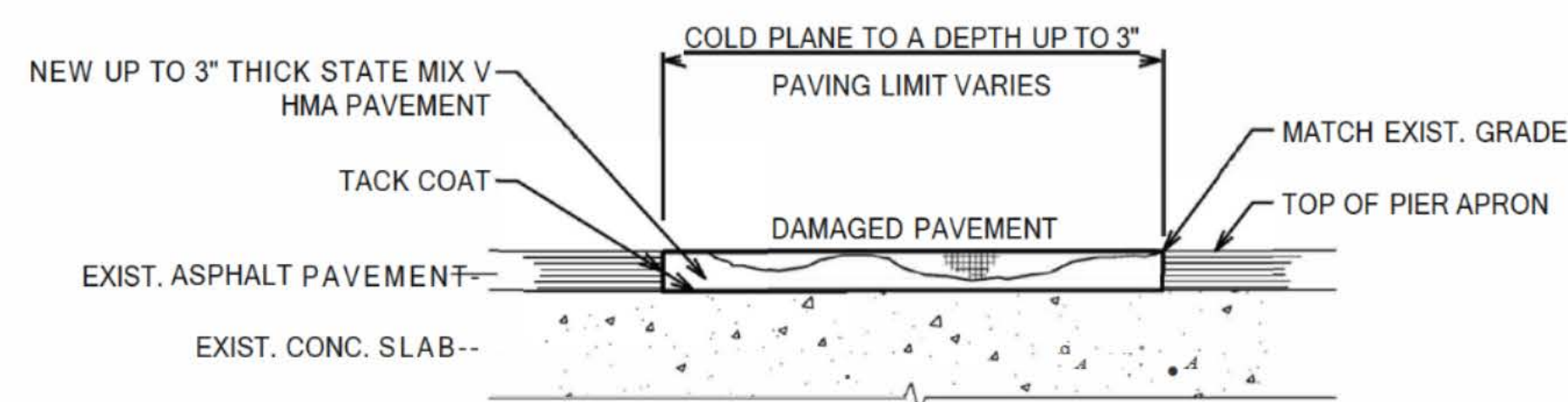
TYPE "C" REPAIR DETAIL
NOT TO SCALE



TYPE "D" REPAIR DETAIL
NOT TO SCALE



TYPE "E" REPAIR DETAIL
NOT TO SCALE



TYPE "F" REPAIR DETAIL
NOT TO SCALE

REPAIR NOTES

TYPE "A" REPAIRS:

1. REMOVE EXISTING DAMAGED ASPHALT PAVEMENT BY COLD-PLANING.
2. REWORK EXISTING BASE COURSE (IF REQUIRED).
3. APPLY BITUMINOUS TACK COAT.
4. PLACE 2-INCH THICK STATE MIX IV HOT MIX ASPHALT (HMA) PAVEMENT.

TYPE "B" REPAIRS:

1. REMOVE EXISTING DAMAGED ASPHALT PAVEMENT AND BASE COURSE BY COLD-PLANING.
2. REWORK EXISTING SUBBASE (IF REQUIRED).
3. APPLY BITUMINOUS TACK COAT.
4. PLACE 4-INCH THICK AGGREGATE BASE COURSE.
5. APPLY BITUMINOUS TACK COAT.
6. PLACE 3-INCH THICK STATE MIX IV HOT MIX ASPHALT (HMA) PAVEMENT.

TYPE "C" REPAIRS:

1. REMOVE EXISTING DAMAGED ASPHALT PAVEMENT AND BASE COURSE BY COLD-PLANING.
2. REWORK EXISTING SUBBASE (IF REQUIRED).
3. APPLY BITUMINOUS TACK COAT.
4. PLACE 6-INCH THICK HOT MIX ASPHALT BASE (HMAB) COURSE.
5. APPLY BITUMINOUS TACK COAT.
6. PLACE 5-INCH THICK STATE MIX III OR SUPERPAVE 19MM HOT MIX ASPHALT (HMA) PAVEMENT.

TYPE "D" REPAIRS:

1. EXISTING ASPHALT PAVEMENT AND BASE COURSE BY COLD-PLANING.
2. APPLY BITUMINOUS TACK COAT.
3. PLACE 6-INCH THICK HOT MIX ASPHALT BASE (HMAB) COURSE.
4. APPLY BITUMINOUS TACK COAT.
5. PLACE 3-INCH THICK STONE MATRIX ASPHALT (SMA) PAVEMENT.

TYPE "E" REPAIRS:

1. REMOVE 3 INCHES OF EXISTING ASPHALT PAVEMENT BY COLD-PLANING.
2. CLEAN EXISTING SURFACE OF ALL FOREIGN DEBRIS AND APPLY BITUMINOUS TACK COAT.
3. FILL AND LEVEL LOW SPOTS, LIMITS SHALL BE DETERMINED IN THE FIELD.
4. PLACE 5-INCH THICK STATE MIX III OR SUPERPAVE 19MM HOT MIX ASPHALT (HMA) PAVEMENT.

TYPE "F" REPAIRS:

1. REMOVE 1 INCH TO 3 INCHES OF EXISTING ASPHALT PAVEMENT BY COLD-PLANING. CONTRACTOR SHALL NOT DAMAGE EXISTING CONCRETE SLAB DURING COLD PLANING.
2. CLEAN EXISTING SURFACE OF ALL FOREIGN DEBRIS AND APPLY BITUMINOUS TACK COAT.
3. FILL AND LEVEL LOW SPOTS, LIMITS SHALL BE DETERMINED IN THE FIELD.
4. PLACE 1-INCH TO 3-INCH THICK STATE MIX V HOT MIX ASPHALT (HMA) PAVEMENT AND SLOPE TO DRAIN TOWARDS THE OCEAN.

REV	DATE	DESCRIPTION	BY	APPROVED
STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HARBORS				
JOB TITLE PAVEMENT REPAIRS AT HILO HARBOR, ISLAND OF HAWAII				
SHEET TITLE REPAIR NOTES AND DETAILS				
SUBMITTED BY:		RECOMMENDED BY:		
DESIGNED BY: EL		APPROVED BY:		
CHECKED BY: AF		HARBORS ADMINISTRATION		
DATE: APRIL 2026		JOB NUMBER		
SCALE: HTS		SHEET		
		- & .DF. & .SHTS.		

**STATE OF HAWAII
DEPARTMENT OF HEALTH
SOLID WASTE SECTION**

Solid Waste Disclosure Form for Construction Sites

The following form shall be filled out for construction projects either identified as under 40 CFR 122.26(b)(14)(x) or produces (or will produce) dredged spoils. A response must be provided for each item. If an item is not relevant to the activity, indicate by "Not Applicable" (N/A), with a short comment.

This form helps the Department of Health, Solid Waste Section (SWS) to identify sources of construction/demolition waste and site clearing debris. Property owners, developers, operators and contractors are responsible for ensuring the proper disposal of such solid waste. Violators of Chapter 11-58.1, HAR, "Solid Waste Management Control," are subject to enforcement, corrective actions, and fines.

Mail completed forms to the Department of Health, Solid Waste Section, 2827 Waimano Home Road, Pearl City, Hawaii 96782. Any questions regarding this form should call (808) 586-4226.

I. Site Information

- A. Site Address:_____
- B. Name of Owner:_____
- C. Owner address:_____
- D. Owner phone number:_____
- E. Tax Map Key (TMK):_____
- F. Size of Site (acres):_____

II. County Permit Information

- A. Issuing County Agency:_____
- B. Grading permit no.:_____
- C. Demolition permit no.:_____
- D. Grubbing/Stockpiling permit no.:_____

III. Site Activity Information

- A. State the kinds of site clearing activities to be completed. State final use of site:_____

- B. Describe structures on site (if none, indicate N/A):

If structures exist, are they to be demolished or removed?
☐ yes ☐ no. If yes, submit copy of building
assessment.

IV. Contractor Information

A. General Contractor: _____
Contact: _____ Phone: _____

B. Site Clearing/Demolition Contractor: _____
Contact: _____ Phone: _____

C. Hauling Contractor: _____
Contact: _____ Phone: _____

D. Asbestos/Lead Abatement Contractor: _____
Contact: _____ Phone: _____

E. Destination of Waste Materials:

1. Building demolition materials:

To landfill (name): _____

☐ concrete (specify) _____

☐ scrap metal (specify) _____

☐ non-ferrous metals (specify) _____

☐ roofing materials (specify) _____

☐ other (specify) _____

To permitted recycling facility (name): _____

☐ concrete (specify) _____

☐ green waste (specify) _____

☐ non-ferrous metals (specify) _____

☐ scrap metal (specify) _____

☐ other (specify) _____

For re-use. State what wastes are to be reused and where: _____

2. Dredged spoils:

To landfill (name): _____

To permitted recycling facility (name): _____

For re-use (list address and TMK No.): _____

I declare that I have read and examined the foregoing summary and that the facts stated in it are true.

Sign Here: _____ **Title:** _____

Print Name: _____ **Date:** _____

Employer: _____ **Phone:** _____

NOTE: The person who completed this form must be a representative of either the owner or contractor. Furthermore, if the destination of waste material(s) change or will change, then the owner, contractor or the representative of the owner or contractor shall submit a revised Solid Waste Disclosure Form with updated information to the Department of Health, Solid Waste Section, 2827 Waimano Home Road, Pearl City, Hawaii 96782.

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

PROJECT: PAVEMENT REPAIRS AT VARIOUS LOCATIONS,
HILO HARBOR, ISLAND OF HAWAII

PROJECT NO.: S50236

CONTRACT PERIOD: 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. See Section 10.12.

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: Bidders shall submit and upload the complete
proposal to HiePRO prior to the bid opening date and
time. Any additional support documents explicitly
designated as confidential and/or proprietary shall be
uploaded as a separate file to HiePRO. Bidders shall
refer to SPECIAL PROVISIONS 2.8
PREPARATION AND DELIVERY OF BID for
complete details. FAILURE TO UPLOAD THE
COMPLETE PROPOSAL TO HiePRO SHALL BE
GROUNDS FOR REJECTION OF THE BID.

PROJECT MANAGER: MR. CHRISTOPHER MURPHY
DEPARTMENT OF TRANSPORTATION
HARBORS
HALE AWA MOKU
79 S. NIMITZ HIGHWAY
HONOLULU, HAWAII 96813
PHONE: (808) 587-1922

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.
7. The undersigned Bidder further agrees to the following: Pursuant to HRS §103D-405(d), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

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

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

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ .
(Fill in other acceptable security.)

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

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

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

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

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

NOTES:

"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

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 acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

☐ **Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.**

B. APPRENTICESHIP AGREEMENT PREFERENCE

In accordance with HRS §103-55.6, the estimated value of this public works contract is \$250,000 or more and the apprenticeship agreement preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a complete, valid CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) *for each apprenticeable trade* the Bidder will employ on the project.

☐ **Yes, the Bidder elects to receive the Apprenticeship Agreement Preference and has attached Certification Form(s) 1 for each apprenticeable trade the Bidder will employ for this project (excluding subcontractors).**

By submission of this offer, the Bidder certifies that it has indicated **all apprenticeable trades that Bidder will employ** for this project (excluding subcontractors) by listing the applicable trades below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach additional sheet if necessary.)

Form 1 Required. Failure to submit a valid Form 1 with the bid for every apprenticeable trade that Bidder will employ on the project will result in the preference being denied, regardless of whether the trade is listed above. If a Form 1 is submitted for a trade that is not listed above, the Form 1 will take

precedence over the listing and may be used to qualify Bidder for the preference.

Form 2 Required. If awarded the contract with the Apprenticeship Agreement Preference applied, then for the duration of the contract, the Bidder **shall** certify each month that work is being conducted on the project that the Contractor continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on the Certification Form 2 and submitted to the HDOT.

Failure to comply with the requirements of the Apprenticeship Agreement Preference program will subject the Contractor to sanctions pursuant to HRS §103-55.6.

C. HAWAII PRODUCTS PREFERENCE

Hawaii Products Preference shall not apply to this solicitation.

D. RECYCLED PRODUCT PREFERENCE

Recycled Product Preference shall not apply to this solicitation.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

PAVEMENT REPAIRS AT VARIOUS LOCATIONS, HILO HARBOR

ISLAND OF HAWAII

PROJECT NO. S50236

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Mobilization and Demobilization (Not to exceed six (6) percent of the sum of all Items, excluding this Item)	Lump Sum	Lump Sum	Lump Sum	\$ _____
2	Type "A" Repairs	4,000	Square Yards	\$ _____	\$ _____
3	Type "B" Repairs	200	Square Yard	\$ _____	\$ _____
4	Type "C" Repairs	4,000	Square Yard	\$ _____	\$ _____
5	Type "D" Repairs	1,200	Square Yard	\$ _____	\$ _____
6	Type "E" Repairs	10,000	Square Yard	\$ _____	\$ _____
7	Type "F" Repairs	1000	Square Yard	\$ _____	\$ _____
8	Replacing Subbase	100	Cubic Yard	\$ _____	\$ _____
9	Triaxial Geogrid	130	Square Yard	\$ _____	\$ _____
10	Temporary Pavement Markings	2,000	Lineal Foot	\$ _____	\$ _____
11	Permanent Pavement Markings	10,000	Lineal Foot	\$ _____	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS \$ _____					

NOTES:

1. “Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO. **FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

If there is a conflict between the specification document and the HiePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

2. Bids shall include all Federal, State, County and other applicable taxes and fees.
3. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
4. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
5. 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.
6. Any contract which is awarded shall be an open-ended contract since the exact value of work to be performed during the contract period cannot be determined beforehand. The unit price for each item of work on any particular work order shall be that which corresponds to the quantity of work for that item actually performed for each work order.
7. The quantities on the proposal schedule are for bidding purposes only, and this is no guarantee of the quantity of work that will be issued.

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

Print Name and Title

Name of Surety (Seal)

Signature

Print Name and Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contents:

Sample Contract
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

CONTRACT

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

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT_NAME_AND_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS (\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---DOLLARS (\$«BASIC_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA_NUMERIC») is hereby provided for extra work.

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

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

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

(Seal)

Signature

Print name

Print Title

Date

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

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

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 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 Contract with the 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 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 _____

**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