Scope of Work for Kaena Point State Park – Mokuleia. Asphalt Parking lot Entrance/Exit Transition Area and Main Road Repairs

The Department of Land and Natural Resources, Division of State Parks, is interested in contracting Asphalt repair work for the following areas: The main entrance/exit transition area for the main parking lot and pothole repairs for the main roadway for the Kaena Point State Park – Mokuleia section on the island of Oahu, Hawaii.

Scope of Work

Main parking lot entrance/exit transition area. *(See photos parked PLT 1-PLT19 and related GPS coordinates.*

This area needs to be neatly cut out where necessary and all older asphalt is to be disposed of off-site by the contractor.

Repair and compact subgrade as required. 6" base minimum required. Transition of the grade shall be smooth to ensure all standard motor vehicles have a comfortable entrance and exit from the existing main parking lot.

Contractor to add subgrade material as needed to ensure the smooth transition required.

Re-layer with hot asphalt mix to 2.5" **State Mix V (5) required.**

Compact as necessary for the required firmness and grade level.

Apply Tack coating to adhere new asphalt with older asphalt where applicable.

(6) Pothole areas along main roadway. *(See photos MPH photos #1-6) and related GPS coordinates.*

These areas are to be repaired per the following specifications:

- Saw cut neatly and remove older asphalt.
- Simple Tiny/shallow potholes can just be patched over. *Applies to MPH4 repair only. Indicated with white dots. For the Rectangular area outlined with white lines, this area shall be repaired per the main specifications mentioned.*
- Replace with 2.5" of Hot Asphalt mix to repair.
- No subgrade repair required. Reutilization of the older base is fine.

- Compact as necessary to meet the required firmness and grade level.
- Apply Tack coating to adhere new asphalt with older asphalt.
- A.C. Mix Spec: **State Mix V (5)**

Disposal: All waste material to be disposed off-site by contractor.

The parking lot area will be closed during this process. We prefer to complete this work within **(5) days, Monday-Friday.** ***The main roadway will remain open while you perform the required pothole repairs on the main road. Please plan on providing your own measures of traffic control and any closed area signage that may be required.***

SPECIAL PROVISIONS

The bid award shall be based on the availability of funds. State Parks reserves the right to cancel the agreement with thirty 30 days advance written notice.

Term. The bid shall be for the three (3) month period commencing from the Notice to Award.

Bidder Qualifications. Contractor shall have current Class A General Engineering Contractor license, or a specialized C-3 Asphalt Paving Contractor (or C-3a Asphalt Concrete Patching, Sealing & Striping specialty) Bidder shall provide a copy of the licenses. Award will not be made to any Bidder failing to meet this qualification requirement.

Bidder must also have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding complaints or requests that need immediate attention. An answering service is acceptable provided a response is made within two (2) hours of the initial call.

Bidder shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified.

Bidder shall be compliant through Hawaii Compliance Express (HCE) pursuant to Chapter 103D, Hawaii Revised Statutes. Vendors/contractors/service providers should register with HCE prior to submitting an offer at https://vendors.ehawaii.gov. The annual registration fee is $12.00, and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, the Bidder will not receive the award.

Site Inspection. Prior to submittal of an offer, Bidder may inspect the locations to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Bidder inspection is not mandatory; however, submission of an offer shall be evidence that the Bidder understands the scope of the service and shall comply with specifications herein, if awarded the contract. No additional compensation, after the bid opening

shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

A pre-bid site inspection will be held on Wednesday December 2nd, 2026, at 9:30am, at the Kaena Point State Park – Mokuleia section. Meet at the main parking lot. Contact Les Jeremiah at (808) 281-0189 if you have any questions regarding the site inspection.

Bid Quotation. Unit bid price shall include labor, materials, transportation, all applicable taxes and any other costs incurred to provide services specified. See attachment I.

Liability Insurance

The Bidder shall provide a Certificate of Insurance with the following minimum insurance coverage(s) and limit(s):

Coverage	Limits
Commercial General Liability	$1,000,000 combined single limit per occurrence for bodily injury and property damage $2,000,0000 general aggregate
Automobile Liability	$1,000,000 combined single limit per occurrence $1,000,000 bodily injury per person and per accident $1,000,000 property damage per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of State Parks, 1151 Punchbowl St., Rm. 310, Honolulu, HI 96813."

2. **"The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."**

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Prior to the commencement of the work, the Contractor agrees to deposit with the State of

Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions have been complied with.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided for the termination of services. The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the services.

Bond. A bond in the amount of the Contract Award shall be required. This bond shall be retained until the DSP Designated Project Manager has determined that all work in conformance with this Scope of Work has been satisfactorily completed.

Certificate of Insurance. A certificate of insurance shall be required, naming the State as additional insured.

Additional Insured Information as follows:
DLNR
Division of State Parks
1151 Punchbowl St., Rm 310
Honolulu, HI 96813

Applicable Laws. The Bidder shall comply with all applicable laws of the federal, state and county governments to include but not limited to laws relating to workers' compensation, unemployment compensation and worker safety.

Due Care. The Bidder and its employees shall always use due care for the public's safety in its operations and shall be responsible for its own actions.

Start of Work. Work will commence as indicated on the purchase order(s) issued by the Department of Land and Natural Resources.

Time of Completion. The work shall be completed within four (4) months from the commencement date on the purchase order or as indicated by the Oahu District Superintendent. In the event the Bidder fails to complete the work within the specified period, liquidated damages will be assessed.

Liquidated Damages. Liquidated damages are fixed at a sum of One Hundred Dollars ($100.00) per each calendar day the Bidder fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Bidder.

Campaign Contribution

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED If awarded a contract in response to this solicitation, Offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

Indemnification

The Contractor shall agree, in behalf of its employees, subcontractors, and other representatives acting upon its behalf, indemnify, defend, and hold harmless DLNR, its officials, employees, representatives, and agents, against any claim or liability, including all loss, damages, costs, expenses, attorney fees, and penalties, for any damage to real or personal property, including environmental damage, or injury to or death of persons, or violations of or noncompliance with applicable law, when such penalties, damage, injury or death results from, arises out of, or is connected with the completion of the project.

Invoice

Bidder shall send an original invoice upon completion of all services listed in the purchase order. The original shall state that "This is an original invoice" with two (2) copies, shall be signed and sent to:

Department of Land and Natural Resources
Division of State Parks
1151 Punchbowl St., Rm. 310
Honolulu, HI 96813

The invoice should reference the purchase order number and provide a breakdown of the monthly cost for billing and accounting purposes. Any additional charges for extra service days shall be approved by the State prior to the work being done.