

SPECIFICATIONS AND PROPOSAL

FOR

PAVEMENT REPAIRS

AT

KAUMALAPAU HARBOR

LANAI, HAWAII

JOB H. C. 30201

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

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NOTICE TO BIDDERS
(Chapter 103D, HRS)

SEALED BIDS for PAVEMENT REPAIRS AT KAUMALAPAU HARBOR, LANAI, HAWAII, JOB H.C. 30201, will be received at the Contracts Office, Department of Transportation (DOT), Aliiaimoku Hale, 869 Punchbowl Street, Honolulu, Hawaii 96813 until 2:00 p.m., Hawaii Standard Time (HST), October 21, 2021, at which time and place they will be publicly opened and read. Bids received after said due date and time shall not be considered.

***ATTENTION: ALL PUBLIC BID OPENINGS WILL BE CONDUCTED VIRTUALLY, UNTIL FURTHER NOTICE.** The viewing of the public bid openings will only be available virtually through the online meeting link posted on the HDOT Contracts webpage one hour before the bid opening (<https://hidot.hawaii.gov/administration/con/>).

In response to the impact of COVID-19, all visitors entering DOT Aliiaimoku Hale, including Bidders submitting sealed bids, will be REQUIRED to provide proof of vaccination or proof of a negative test result for COVID-19 within the past seven days before entry. Visitors that do not comply with the proof of vaccination or proof of negative COVID-19 test result requirements previously stated will not be allowed to enter the building. Face masks will be REQUIRED for the entire duration of visit, from entry through departure of the building.

Bid submissions will be accepted by the Contracts Office for drop off in the DOT Aliiaimoku Hale lobby between the hours of 1:00 p.m. to 2:00 p.m., HST, Monday through Friday, excluding holidays.

Bidders shall allow enough time to mail or courier their bids to meet the said due date and time. If the bidder chooses to deliver their bid by United States Postal Service (USPS), please be advised the USPS does not deliver directly to the State of Hawaii, DOT, Contracts Office, but to a central mailroom before final delivery to the Contracts Office. This may cause a delay in receipt of bid(s) by the Contracts Office and the bid(s) may reach the Contracts Office after the said due date

and time, resulting in automatic rejection and return of bid. The DOT shall not be responsible for bids not received by the said due date and time due to mail or courier delivery delays. Electronic bids shall not be accepted. Bid envelopes shall be clearly marked “SEALED BID” with complete mailing address to the DOT, Contracts Office.

Bids will be opened and read in the lobby of the DOT Aliiimoku Hale promptly at said time. All bids will be scanned and emailed to all bidders within 24 hours of bid opening.

The scope of work consists of repairing damaged asphalt pavement and placing new asphalt pavement markings at Kaunalapau Harbor. The estimated cost of construction is between \$150,000 and \$250,000.

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

Bid documents are available to download at: <http://hidot.hawaii.gov/administration/con/>

Bids (hard copy) shall be submitted in a sealed envelope and shall be on the Proposal Form provided in the bid documents furnished by the Department.

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

Hawaii Products Preference. The Hawaii Products Preference pursuant to §103D-1002, Hawaii Revised Statutes (HRS), is applicable to this project. Persons wishing to certify and qualify a product as a Hawaii Product shall submit a Certification for Hawaii Product Preference (SPO Form 38) to the DOT Contracts office no later than 4:30 P.M., fourteen (14) calendar days prior to the bid opening date. Late submittals for this project will not be reviewed by the DOT. A separate SPO-Form 38 shall be completed and submitted for each product. Forms are available at <http://spo.hawaii.gov/wp-content/uploads/2013/12/spo-038.doc>.

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

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

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

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

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

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

For additional information, contact Emmanuel Legaspi, Project Manager, by phone at (808) 587-1875, by fax at (808) 587-1864, or by email at emmanuel.b.legaspi@hawaii.gov.

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

The State reserves the right to immediately issue a notice to proceed to the Contractor after the effective date of the contract.



JADE T. BUTAY
Director of Transportation

Posted: September 21, 2021

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The General Provisions is amended as follows:

A. ARTICLE I – TERMS, ABBREVIATIONS, AND DEFINITION

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."

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART I

GENERAL PROVISIONS

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this project includes furnishing of all labor, material, and equipment necessary to repair the damaged asphalt pavement at Kaumalapau Harbor, Lanai.

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

The Contractor is not required to take out a policy of builder's risk insurance for this project, as referenced in Section 7.1(b)(4) of the General Provisions for Construction Projects 2016

10.2 SCOPE OF WORK – The major items of work to be done include, but are not limited to the following:

- A. Removal and disposal of damaged asphalt pavement.
- B. Cleaning the work area of all loose and objectionable material.
- C. Recompacting existing base course material or removing existing base course material.
- D. Placing new hot mix asphalt base course material.
- E. Applying new bituminous tack coats.
- F. Placing new State Mix IV hot mix asphalt (HMA) pavement.
- G. Placing new pavement markings.

10.3 CONTRACT DRAWINGS – The quantities listed in the Proposal Schedule are approximate and are included for bidding purposes only. Actual payment areas will be obtained from field measurements of work performed.

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

The Contractor shall coordinate its work so as to minimize interference with the pier operations. No blocked accesses will be allowed. The work shall be executed in increments to accommodate access and use of the area. Weekend work may be performed to facilitate repairs.

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. The Contractor shall attend the pre-construction meeting 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 in progress. The Contractor shall also take 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 existing Harbors Division pier facilities caused by its operations or negligence. 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.

10.6 PERMITS – The Contractor shall not be required to obtain a National Pollutant Discharge Elimination System (NPDES) General Permit regarding discharges composed entirely of storm water runoff associated with construction activities from the Clean Water Branch, State Department of Health prior to commencement of work. The repair areas of cold planing will not exceed the one (1) acre limit as set by the NPDES permit requirements.

10.7 SUBMITTALS – The Contractor shall submit for review, five (5) copies of shop drawings or manufacturer's brochures for the following items:

- A. Hot Mix Asphalt pavement mix design
- B. Bituminous tack coat material data sheets
- C. Hot Mix Asphalt Base Course mix design
- D. Pavement Marking Materials
- E. Work schedule two weeks prior to actual construction
- F. Best Management Practices Plan

10.8 STANDARD SPECIFICATIONS - The term "Standard Specifications" as used in the Technical Specifications shall mean the Hawaii Standards Specifications for Road and Bridge Construction, State of Hawaii, Department of Transportation, Highways Division, 2005.

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

The Contractor shall submit a site-specific BMP plan to the Harbors Division Construction Engineer prior to the start of any construction work. The plan shall satisfy the requirements of ARTICLE XIV – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL. This plan shall describe and detail the methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering any adjacent storm drain system and harbor waters to the satisfaction of the Harbors Division and the State of Hawaii Department of Health (HDOH). The Contractor shall revise the BMP plan, at no

additional cost to the State, should it be determined by the Construction Engineer and HDOH that the plan is insufficient to prevent pollution.

The Contractor shall comply with the Clean Water Act and the State Harbors Division Stormwater Management Program. No pollutant is allowed to be discharged directly or indirectly through the Harbors Small MS4 or other potential pathway into harbor waters.

In case of release of a hazardous substance, oil or encounter of contaminated soil, the Contractor shall notify the appropriate facility personnel, emergency response agencies, and regulatory agencies following notification procedures, and shall notify the Harbors Division Construction Engineer immediately (i.e., within 24 hours). Contact information must be in locations that are readily accessible and available.

10.10 AS-BUILT DRAWINGS - The Contractor shall keep one (1) set of drawings at the job site and make all field changes thereon. After completion of the project, a PDF/A format digital file and two (2) sets of full-sized drawings marked up with all the field changes shall be submitted to the Construction Engineer.

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

- A. Item 1 – Mobilization and Demobilization. Payment shall be made at the lump sum price bid in the Proposal Schedule for Mobilization and Demobilization. Sixty percent (60%) of the lump sum bid price will be paid to the Contractor upon completion of mobilization at the work site. The remaining forty percent (40%) will be included in the final payment under this contract. Such payment shall include setting up and removing all plant equipment and materials at the job site, cleaning up the job site and all work in connection with mobilization and demobilization for the job.
- B. 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 existing asphalt pavement to a depth of 2 inches below existing grade by cold planing; disposing of removed pavement material; recompacting existing aggregate base course; applying bituminous tack coat; placing new 2-inch thick Mix IV HMA pavement; and other incidental work required to complete this item.
- C. 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 existing asphalt pavement to a depth of 4 inches below existing grade by cold planing; disposing of removed pavement material; recompacting existing aggregate base course; applying bituminous tack coat; placing new 4-inch thick Mix IV HMA pavement; and other incidental work required to complete this item.

- D. 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 existing asphalt pavement to a depth of 4 inches below existing grade by cold planing; removing 4 inches of the existing base course top layer; recompacting base course; placing 4-inch layer of hot mix asphalt base course material; compacting new base course material; applying bituminous tack coat; placing new 4-inch Mix IV HMA pavement; and other incidental work required to complete this item.
- E. Item 5 – Pavement Markings, Type 1. Payment shall be made at the unit price bid in the Proposal Schedule for Pavement Markings, Type 1. Such payment shall include laying out control points; cleaning new pavement surfaces; placing new pavement markings consisting of striping and lettering; and other incidental work required to complete this item.
- F. Item 6 – Pavement Markings, Type 2. Payment shall be made at the unit price bid in the Proposal Schedule for Pavement Markings, Type 2. Such payment shall include laying out control points; cleaning new pavement surfaces; placing new YB logo markers; and other incidental work required to complete this item.

The Contractor shall not be paid for work completed until such time when the Contractor submits delivery tags and two (2) sets of As-Built Drawings to the Construction Engineer.

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 GENERAL - The work to be done under this Article consists of furnishing all labor, materials, equipment and other expenses necessary to repair the existing damaged asphalt pavement at Kaunapali Harbor, Lanai.

The locations and sizes of the repair areas shown on the plan are approximate and are included for bidding purposes. Negotiated adjustments by the Construction Engineer may be made if field conditions show that changes or additions are necessary.

12.2 MATERIALS

- A. Bituminous Tack Coat - Bituminous tack coat shall be a slow-setting emulsified asphalt conforming to Section 407 of the Standard Specifications.
- B. Hot Mix Asphalt (HMA) Pavement – Hot Mix Asphalt Pavement – Hot mix asphalt pavement shall be State Mix IV conforming to Section 401 of the Standard Specifications.
- C. Aggregate Base Course – 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.

12.3 CONSTRUCTION CRITERIA

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

12.4 CONSTRUCTION

- A. Type "A" Pavement Repairs - Pavement repairs shall be constructed as shown on the drawing and as specified herein.
 - 1. The pavement repair limits shall be cold planed to provide a clean, square edge.
 - 2. 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 415.03 (Construction) "Cold Planing of Existing

Pavement" of the Standard Specifications. The removed asphalt pavement shall be hauled away from the job site and disposed of by the Contractor.

3. All vegetation in the pavement repair area shall be removed and poisoned prior to the application of the tack coat.
 4. The top layer of the existing base course material shall be recompactd to at least 95% relative compaction.
 5. All removed material and debris shall not be stockpiled within Harbors property and shall be hauled away from the job site and disposed of by the Contractor in a lawful manner.
 6. Clean the pavement repair area of all loose material, water, dirt, excess dust or other objectionable matter.
 7. A bituminous tack coat shall be applied on the prepared surface in accordance with Section 407.03 (D) "Application of Tack Coat" of the Standard Specifications.
 8. New Mix IV 2-inch minimum thickness HMA pavement shall be placed at the designated areas in accordance with Section 401.03 (Construction) "Hot Mix Asphalt (HMA) Pavement" of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, and well drained. The pavement shall be placed to meet the criteria defined in paragraph 12.3 above.
 9. The new asphalt pavement shall be allowed to cool for a minimum of one (1) day prior to allowing vehicular traffic or loads onto the new pavement surfaces. The Contractor shall furnish and erect barricades to prevent vehicles from entering the repaired area.
- B. Type "B" Pavement Repairs – Type "B" pavement repairs shall be constructed as shown on the drawing and specified herein.
1. The pavement repair limits shall be cold planed to provide a clean, square edge.
 2. The existing asphalt pavement shall be removed to a depth of 4-inches below the existing grade by cold planing as shown on the drawing. Cold planing shall be done in accordance with Section 415.03 (Construction) "Cold Planing of Existing Pavement" of the Standard Specifications. The removed asphalt pavement shall be hauled away from the job site and disposed of by the Contractor.
 3. All vegetation in the pavement repair area shall be removed and poisoned prior to the application of the tack coat.
 4. The top layer of the existing base course material shall be recompactd to at least 95 percent relative compaction.
 5. All removed material and debris shall not be stockpiled within Harbors

property and shall be hauled away from the job site and disposed of by the Contractor.

6. Clean the pavement repair area of all loose material, water, dirt, excess dust or other objectionable matter.
7. A bituminous tack coat shall be applied on the prepared surface in accordance with Section 407.03 (D) "Application of Tack Coat" of the Standard Specifications.
8. New Mix IV 4-inch minimum thickness HMA pavement shall be placed in the designated areas in accordance with Section 401.03 (Construction) "Hot Mix Asphalt (HMA) Pavement" of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, and well drained. The pavement shall be placed to meet the criteria defined in paragraph 12.3 above.
9. The new asphalt pavement shall be allowed to cool for a minimum of one (1) day prior to allowing vehicular traffic or loads onto the new pavement surfaces. The Contractor shall furnish and erect barricades to prevent vehicles from entering the repaired area.

C. Type "C" Pavement Repairs – Type "C" pavement repairs shall be constructed as shown on the drawing and specified herein.

1. The pavement repair limits shall be cold planed to provide a clean, square edge.
2. The existing asphalt pavement shall be removed to a depth of 8-inches below the existing grade by cold planing as shown on the drawing. Cold planing shall be done in accordance with Section 415.03 (Construction) "Cold Planing of Existing Pavement" of the Standard Specifications. The removed asphalt pavement shall be hauled away from the job site and disposed of by the Contractor.
3. All vegetation in the pavement repair area shall be removed and poisoned prior to the application of the tack coat.
4. The top 4-inch layer of the existing base course material shall be removed as described above. The top of the existing base course layer shall be compacted to at least 95% relative compaction. All removed material shall be hauled away from the job site and disposed of by the Contractor.
5. New 4-inch layer of hot mix asphalt base course shall be placed in accordance with Section 301.03 (Construction) "Hot Mix Asphalt Base Course" of the Standard Specifications.
6. Clean the pavement repair area of all loose material, water, dirt, excess dust or other objectionable matter.
7. A bituminous tack coat shall be applied on the prepared surface in accordance with Section 407.03 (D) "Application of Tack Coat" of the

Standard Specifications.

8. New Mix IV 4-inch minimum thickness HMA pavement shall be placed at the designated areas in accordance with Section 401.03 (Construction) "Hot Mix Asphalt (HMA) Pavement" of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded, and well drained. The pavement shall be placed to meet the criteria defined in paragraph 12.3 above.
9. The new asphalt pavement shall be allowed to cool for a minimum of one (1) day prior to allowing vehicular traffic or loads onto the new pavement surfaces. The Contractor shall furnish and erect barricades to prevent vehicles from entering the repaired area.

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

ARTICLE XIII – PAVEMENT MARKINGS

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

13.2 MATERIAL

- A. Pavement Marking Materials for white and yellow traffic paint shall conform to Section 755 of the Standard Specifications.
- B. Pavement Marking Materials for YB logo pavement marking shall conform to Federal Specification TTP 1952E Type III requirements.

13.3 CONSTRUCTION

- A. New pavement markings shall be the following:
 - 1. Type 1 – Pavement markings shall consist of new yellow and white striping including lettering to designate parking stalls, restricted areas, etc. as shown on the plans. Contractor shall match existing and verify dimensions and locations of new markings in the field.
 - 2. Type 2 – Pavement markings shall consist of new YB logo marker as shown on the plans. Markers shall be spaced at 25 feet apart and locations shall be approved by the Construction Engineer.
- B. Pavement markings and striping shall 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 plan and as specified herein.
- C. 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.
- D. 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.
- E. Pavement markings and striping shall be applied no sooner than SEVEN (7) days nor later than FOURTEEN (14) days after completion of the pavement. Markings and striping shall be laid out and painted to match the existing layout.

13.4 PAYMENT – Payment for pavement markings, Type 1 and Type 2, shall be made as described in Article X of these Specifications.

ARTICLE XIV – TEMPORARY WATER POLLUTION, DUST AND EROSION CONTROL

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

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

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

- A. State of Hawaii, HDOH Hawaii Administrative Rules (HAR) Chapter 11-54 - Water Quality Standards and Chapter 11-55 - Water Pollution Control.
- B. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors Division, Storm Water Management Plan.
- C. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Soil Erosion Standards and Guidelines.
- D. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.
- E. 40 CFR Part 110, Environmental Protection Agency (EPA) Discharge of Oil.
- F. 40 CFR Part 117, EPA Determination of Reportable Quantities for Hazardous Substances.
- G. 40 CFR Part 261, EPA Identification and Listing of Hazardous Waste.
- H. 40 CFR Part 302, EPA Designation, Reportable Quantities, and Notification.

- I. 49 CFR Part 171, U.S. Department of Transportation Hazardous Material Regulations.

14.3 MATERIALS – Materials shall conform to the following when applicable:

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

14.4 CONSTRUCTION

- A. Preconstruction Requirements
 - 1. Temporary Water Pollution, Dust and Erosion Control Meeting – The Contractor shall be required to submit a site-specific BMP Plan to the Construction Engineer and address all comments by the Construction Engineer. After the Plan is accepted in writing by the Construction Engineer, the Contractor shall schedule a meeting with the Construction Engineer before the start of construction work to discuss the sequence of work, and plans and proposals for water pollution, dust and erosion control.
 - 2. Temporary Water Pollution, Dust and Erosion Control Submittals – The Contractor shall submit the site-specific BMP Plan for approval by the Construction Engineer prior to the start of work:
 - a. Written site-specific BMP Plan shall include the following as applicable:
 - 1. Identification of potential pollutants and their sources and other factors that may cause water pollution, dust, and erosion.
 - 2. A list of all material and heavy equipment to be used during

construction. Vehicles and equipment shall be well maintained and free from any type of fluid leaks.

3. Construction schedule.
4. Name(s) of specific individual(s) designated responsible for water pollution, dust and erosion controls on the project site. Include home, business, and cellular telephone numbers, fax numbers and e-mail addresses.
5. Descriptions of the methods and devices used to eliminate certain pollutants (e.g., wastewater, fuels, solvents, detergents, toxic or hazardous substances) from discharging into state waters and drainage systems, and provide details of BMP to be installed or utilized. Indicate approximate dates when BMP will be installed and removed.
6. Description of maintenance and subsequent removal of any BMP's.
7. Method(s) of removal and disposal of solid and regulated hazardous wastes encountered or generated during construction. The Contractor is advised to procure regulated hazardous materials on an as-needed basis, as feasible. All excess regulated hazardous materials at the conclusion of this project shall remain the property of the Contractor and shall be removed from HDOT Harbors Division property upon the completion of the project.
8. Method(s) of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water and hydrodemolition water.
9. Method(s) of containing, removing and disposing of demolition dust and debris to minimize the discharge of pollutants into state waters and drainage systems.
10. Spill kit contents and location.
11. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
12. Method(s) of storing and handling of regulated hazardous materials (i.e. oils, paints) and other products used for the project. Safety Data Sheets (SDS) for all regulated hazardous materials used during construction activities shall be kept on-site throughout the duration of the project and readily available upon inspection. All containers of regulated hazardous materials should be provided with secondary containment during storage. Regulated hazardous materials not specifically needed in the execution of this project shall not be brought or stored on

site. As feasible, the Contractor is encouraged to use products that do not contain any regulated constituents. The use of green products is encouraged.

13. Method(s) of concrete washout/waste control.
14. Method(s) of managing material stockpiles to minimize erosion and dust.
15. Good housekeeping practices.
 - a. Minimize tracking of sediment offsite from project entrances and exits.
 - b. Litter management. The Contractor shall have a comprehensive housekeeping policy and shall actively enforce housekeeping requirements. Housekeeping items include, but are not limited to, cups, cans, bottles and other forms of lightweight litter, unattended containers of hazardous materials, concrete debris (i.e. dust, chips, and other sweepings), and discarded articles of disposable Personal Protective Equipment (e.g., earplugs, dust masks, and gloves). Employees who are specifically tasked with housekeeping duties shall be identified by name.
 - c. The Contractor should provide and maintain covered waste receptacles. No construction debris or other refuse that is generated as a result of project activities is to be disposed in HDOT Harbors Division-owned waste receptacles.
16. Provide plan(s)/drawing(s) showing location of followings when applicable:
 - a. Boundaries of the property and the locations where construction activities will occur, including:
 1. Locations where earth-disturbing activities will occur (noting any sequencing of construction activities);
 2. Approximate slopes and drainage patterns with flow arrows before and after the construction;
 3. Locations where sediment, soil, or other construction materials will be stockpiled;
 4. Locations of any contaminated soil or contaminated soil stockpiles;

5. Locations of any crossings of state waters;
 6. Designated points on the site where vehicle will exit onto paved roads;
 7. Locations of structures and other impervious surfaces upon completion of construction; and
 8. Locations of construction support activity areas covered by the permit.
- b. Locations of all state waters, including wetlands and indicate which water bodies are listed as impaired.
 - c. The boundary lines of any natural buffers.
 - d. Topography of the site, existing vegetative cover, and features (e.g., forest, pasture, pavement, structures), and drainage pattern(s) of storm water onto, over and from the site property before and after major grading activities.
 - e. Storm water discharge locations, including locations of any storm drain inlets on-site and in the immediate vicinity of the site to receive storm water runoff from the project; and locations where storm water will be discharging to state waters (including wetlands).
 - f. Locations of all potential pollutant-generating activities.
 - g. Locations of storm water control measures; and
 - h. Locations where chemicals will be used and stored.
17. Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Parts 110, 117, or 302, occurs during a 24-hour period. Contact information must be in locations that are readily accessible and available.
 18. The Contractor shall date and sign the site-specific BMP Plan.
 - b. The Contractor shall keep the approved Plan on-site or an easily accessible location throughout the duration of the project. Revisions to the Plan shall be included with the original plan. Modify contract documents to conform to revisions. Include actual

date of installation and removal of BMP. Obtain written acceptance by the Construction Engineer before revising BMP. An updated Plan shall be kept on-site throughout the remainder duration of the project.

The Contractor shall follow guidelines in the "*The City and County of Honolulu Storm Water Best Management Practice Manual - Construction*," (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow City and County of Honolulu *Rules Relating to Soil Erosion Standards and Guidelines* (dated April 1999) **for all projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors**, and use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows:

1. No work shall be allowed to begin until submittals detailed in Subsection 14.4.A.2 – Temporary Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Construction Engineer. The Contractor shall prevent pollutants from entering state waters. These efforts shall address areas such as those that drain to water, are over water, or drain to storm drains in the area of the project site. The Contractor shall design, operate, implement, and maintain the Plan to ensure that discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.
2. All projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to HDOT Harbors Division SWMP requirements for construction at those harbors unless the project meets a specified exemption class. The requirements include, but are not limited to, construction site BMP initial, recurring (i.e. every two weeks from October through March and every two months otherwise), and final inspections at the frequencies outlined in the SWMP. No grading or land disturbance activities are allowed until the initial BMP inspection is completed and required BMP's 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 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. Clean up and remove any pollutant that can be attributed to the Contractor.
 11. Install or modify BMP due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site-specific BMP Plan or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.
 12. Properly maintain BMP.
 13. Remove, replace or relocate any BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to the project or public.
 14. The Contractor's designated representative specified in Subsection 14.4.A.2.a.(4) shall address any BMP concerns brought up by the Construction Engineer within 24 hours of notification, including weekends and holidays. Should the Contractor fail to satisfactorily address these concerns, the Construction Engineer reserves the right to employ outside assistance or use the Construction Engineer's own labor forces to provide necessary corrective measures. The Construction Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Construction Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply BMP shall result in either or both the establishment or 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 the HDOT Harbors Division including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.
- C. Hydrotesting Activities – If work includes removing, relocation or installing waterlines, and the Contractor elects to flush waterline or discharge hydrotesting effluent into state waters or drainage systems, obtain a Notice of General Permit Coverage (NGPC) authorizing discharges associated with hydrotesting waters from the HDOH Clean Water Branch (CWB). If a permit is required, prepare and submit permit application (CWB-Notice of Intent (NOI) Form F) to the HDOH CWB.

Do not begin hydrotesting activities until the HDOH CWB has issued a NGPC. Hydrotesting operations shall be in accordance with conditions in the NGPC. Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Engineer

- D. Dewatering Activities – If excavation of backfilling operations require dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, obtain a 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 a NGPC. Conduct dewatering operations in accordance with the conditions in the NGPC. Submit a copy of the NPDES Dewatering Application and Permit to the Construction Engineer.

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

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

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

Requirements of Chapter 104, HRS

Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
Suspension from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of the **second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

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



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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION

PROJECT: PAVEMENT REPAIRS AT KAUMALAPAU HARBOR
LANAI, HAWAII

PROJECT NO.: H. C. 30201

COMPLETION TIME: All work for this project shall be completed within THREE HUNDRED SIXTY (360) calendar days from the date indicated in the Notice to Proceed and the number of days shall commence on the issuance of the notice to proceed. The intent of the contract is to provide for the construction final acceptance of the work described by the contract documents at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all labor, materials, equipment, tools, transportation, incidentals, and supplies and to determine the means, methods, and schedules required to complete the work in accordance with the contract documents.

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

LIQUIDATED DAMAGES: ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) for each and every calendar day which the Contractor has delayed the completion of this project

DESIGN PROJECT MANAGER: MR. EMMANUEL LEGASPI
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
HALE AWA MOKU
79 S. NIMITZ HIGHWAY
HONOLULU, HAWAII 96813
PHONE: (808) 587-1875
FAX: (808) 587-1864

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

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

The undersigned Bidder further agrees to the following:

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

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

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

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

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ (Fill in other acceptable security.)

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

Addendum No. 1 _____ Addendum No. 3 _____
 Addendum No. 2 _____ Addendum No. 4 _____

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

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

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

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

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

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

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

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

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

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

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

PREFERENCES

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

A. HAWAII PRODUCTS PREFERENCE

It is understood that certain Hawaii Products may be acceptable for use in this project and that, pursuant to Act 192, SLH 2009, which provides preference for Hawaii Products, a bidder proposing to use such Hawaii products shall so designate in the schedule provided below.

If a bidder proposes to use Hawaii Products, the bidder must so designate in said schedule by entering the cost of such product in the appropriate space provided. Failure on the part of the bidder to designate the use of Hawaii products will automatically void any preference for that product.

Persons desiring to qualify product(s) not currently on the list, shall complete form SPO-38, *Certification for Hawaii Product Preference* in accordance with the Special Provisions of these specifications.

It is understood by the bidder that if the bidder elects to furnish qualified Hawaii Products, and is awarded the contract, then fails to use such products or meet the requirements of such preference, the bidder shall be subject to the statutory penalties, provided in Section 103D-1002, Hawaii Revised Statute, and such other remedies as may be available to the State.

() Yes, I propose to use Hawaii Products and claim the Hawaii Products Preference. I have filled in the table on the following pages as applicable.

B. APPRENTICESHIP PROGRAMS PREFERENCE

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

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

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

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

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

DESIGNATION OF APPROVED HAWAII PRODUCTS* TO BE USED
***CONSTRUCTION PRODUCTS AND SOIL AMENDMENTS/PRODUCTS**

Product Category	Product Subcategory as applicable	Manufacturer	Cost FOB Jobsite, Unloaded Including Applicable General Excise & Use Taxes (a)	10% (b)	Credit (a) x (b)
Aggregates – Basaltic Termite Barrier		Ameron International Corporation (Oahu)(Maui)	\$		\$
		HC&D LLC (Oahu)	\$		\$
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation (Oahu)(Maui)	\$		\$
		Delta Construction Corporation (Oahu)	\$		\$
		Edwin Deluz Trucking & Gravel LLC (Hawaii)	\$		\$
		Goodfellow Bros, Inc. (All Islands)	\$		\$
		Grace Pacific (Oahu)	\$		\$
		GW Construction (Hawaii)	\$		\$
		Hawaiian Cement (Oahu) (Maui)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Kauai Aggregates (Kauai)	\$		\$
		HC&D LLC (Oahu) (Maui)	\$		\$
		Puna Rock Co., LTD. (Hawaii)	\$		\$
		Sanford’s Service Center, Inc. (Oahu) (Maui) (Hawaii) (Kauai)	\$		\$
		Sphere, LLC (Oahu)	\$		\$
		Tileco, Inc. (Oahu) (Hawaii) (Maui) (Kauai)	\$		\$
		Tri-L Construction, Inc. (Molokai)	\$		\$
		West Hawaii Concrete (Hawaii)	\$		\$
Yamada and Sons, Inc. (Hawaii)	\$		\$		
Aggregates – Recycled Asphalt and Concrete		Glover Honsador (Kauai)	\$		\$
		Grace Pacific (Oahu)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Oahu)	\$		\$
		West Oahu Aggregate Co. Inc. (Oahu)	\$		\$

Asphalt and Paving Materials	Ala Imua LLC (Oahu)	\$	\$
	Black Maui Rose LLC (Maui)	\$	\$
	Black Plumeria LLC (Oahu)	\$	\$
	GP Roadway Solutions, Inc. (All Islands)	\$	\$
	Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)	\$	\$
	Halawa Asphalt LLC (Oahu)	\$	\$
	Hawaii Emulsion, Inc. (All Islands)	\$	\$
	Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$	\$
	Maui Asphalt X-IV, LLC (Maui) (Molokai)(Kauai)	\$	\$
	Maui Paving LLC (Maui) (Molokai)	\$	\$
	Road and Highway Builders (Oahu)	\$	\$
	Walker-Moody Pavement Products & Equipment (All Islands)	\$	\$
	Yamada and Sons, Inc. dba YS Rock and Con-Agg of Hawaii (Hawaii)	\$	\$
	Cement and Concrete Products	Ameron International Corporation (Oahu) (Maui)	\$
BOMAT, Ltd. (All Islands)		\$	\$
Glover Honsador (Kauai)		\$	\$
Hawaiian Cement (Oahu)(Maui)		\$	\$
Island Ready Mix Concrete, Inc. (Oahu)		\$	\$
Jas. W. Glover, Ltd. (Hawaii)(Kauai)		\$	\$
Jensen Enterprises (All Islands)		\$	\$
Kiewit Infrastructure West Co. (Oahu)		\$	\$
Kohala Coast Concrete & Precast LLC (Hawaii)		\$	\$
HC&D LLC (Oahu) (Maui)		\$	\$
O. Thronas, Inc. (Kauai)		\$	\$
Road and Highway Builders, LLC (Oahu)		\$	\$
Tileco, Inc. (Oahu)(Hawaii)(Maui)(Kauai)		\$	\$
Tri-L Construction, Inc. (Molokai)		\$	\$
West Hawaii Concrete (Hawaii)		\$	\$
Yamada and Sons, Inc. (Hawaii)	\$	\$	

Precast Concrete Products		Aloha Precast, Inc. (All Islands)	\$		\$
		Ameron International Corporation (Oahu)	\$		\$
		GPRM Prestress LLC (All Islands)	\$		\$
		Hawaii Concrete Products, Inc. (Oahu)	\$		\$
		Hawaii Precast, Inc. (All Islands)	\$		\$
		Kohala Coast Concrete & Precast LLC (Hawaii)	\$		\$
		Ramtek Fabrication Co., Inc. (All Islands)	\$		\$
		Walker Industries, Ltd. (Oahu)(Hawaii)(Maui)(Kauai)	\$		\$
	Environmental Sewage – Treatment Innovative System (ESIS)	Septic Tanks	Ameron International Corporation (Oahu)	\$	
		Environmental Waste Management Systems, Inc. (Oahu)(Hawaii)(Maui)(Kauai)	\$		\$
		Walker Industries, Ltd. (All Islands)	\$		\$
Hot Dip Galvanizing		Universal Associates, Inc. (Oahu)	\$		\$
Metal Roofing and Flashing – Preformed		HPM Building Supply (All Islands)	\$		\$
Pipes – Aluminum and Galvanized	Pipes – Misc.	Ameron International Corporation (Oahu)	\$		\$
Aluminum Floating Dock – Misc.		Bluewater Marine and Dock Specialties (All Islands)	\$		\$
		High Seas Welding LLC dba JS Marine (All Islands)	\$		\$
Signs – Traffic, Regulatory & Construction		GP Roadway Solutions, Inc. (All Islands)	\$		\$
		Safety Systems and Signs Hawaii, Inc. (All Islands)	\$		\$
Veneer		Big Rock Manufacturing (All Islands)	\$		\$

Soil Amendments, Mulch, Compost		Eko Systems Inc. (Oahu) (Maui) (Hawaii)(Kauai)	\$		\$
		Hawaiian Earth Recycling LLC (All Islands)	\$		\$
		Island Topsoil LLC (All Islands)			
		Kauai Nursery & Landscaping, Inc. (All Islands)	\$		\$
		Molokai Seed Co. (All Islands)	\$		\$
		Sanford's Service Center, Inc. (Hawaii)	\$		\$
Compost Filter		EnviroTech BioSolutions Hawaii, Inc. (All Islands)	\$		\$
		Certified Erosion Control Hawaii LLC (All Islands)	\$		\$
TOTAL			\$		\$

PAVEMENT REPAIRS AT KAUMALAPAU HARBOR

LANAI, HAWAII

JOB H. C. 30201

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Mobilization and Demobilization	Lump Sum	Lump Sum	L.S.	\$ _____
2	Type "A" Repairs	1,200	Square Yards	\$ _____/Sq. Yd.	\$ _____
3	Type "B" Repairs	200	Square Yard	\$ _____/Sq. Yd.	\$ _____
4	Type "C" Repairs	200	Square Yard	\$ _____/Sq. Yd.	\$ _____
5	Pavement Markings, Type 1	1000	Lineal Feet	\$ _____/Li. Ft.	\$ _____
6	Pavement Markings, Type 2	10	Each	\$ _____ Ea.	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS \$ _____					

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

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

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

In case of a discrepancy between unit price and the total in said bid, the unit price shall prevail.

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

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

Should additional funds become available at any time after the establishment of the lowest responsible bidder, then work and associated costs which previously had been deleted from the contract scope to bring the project within the then available funding, may be fully restored to the contract scope and the TOTAL AMOUNT FOR COMPARISON OF BIDS as the additional funding may accommodate. Cost escalation for any bid items will not be allowed to be added to the TOTAL AMOUNT FOR COMPARISON OF BIDS when restoring contract scope as stated above.

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

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

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

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

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full name or legal title of offeror)
as Offeror, hereinafter called the Principal, and

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

(State/county entity)
as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)

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

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____

Name of Principal (Offeror) (Seal)

Signature

Title

Name of Surety (Seal)

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contents:

Performance Bond (Surety)
Performance Bond
Labor and Material Payment Bond (Surety)
Labor and Material Payment Bond
Chapter 104, HRS Compliance Certificate

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 _____