

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION**

ADDENDUM NO. 1

FOR

KAUMUALII HIGHWAY RESURFACING

KIPU ROAD TO HULEIA BRIDGE

PROJECT NO. 50D-01-11MR

DISTRICT OF LIHUE

ISLAND OF KAUAI

2014

Amend the Bid Documents as follows:

A. SPECIAL PROVISIONS

- a. Replace Table of Contents dated 3/6/14 with the attached Table of Contents dated r6/2/14.
- b. Replace Section 103 – Award and Execution of Contract dated 2/25/08 with the attached Section 103 – Award and Execution of Contract dated r6/2/14.
- c. Replace Section 107 – Legal Relations and Responsibility to the Public dated 11/23/13 with the attached Section 107 – Legal Relations and Responsibility to the Public dated r6/2/14.
- d. Replace Section 750 – Traffic Control Sign and Marker Materials dated 1/2/14 with the attached Section 750 – Traffic Control Sign and Marker Materials dated r6/2/14.
- e. Replace Section 755 – Pavement Marking Materials dated 1/30/12 with the attached Section 755 – Pavement Marking Materials dated r6/2/14.

B. PROPOSAL

Certification of Compliance for Final Payment (SPO Form-22) is no longer required.

- a. Replace Proposal pages P-2 to P-5 dated 1/22/04 with the attached Proposal pages P-2 to P-5 dated 5/5/14.
- b. Replace Sample Form Title Page dated 2/24/12 with the attached Sample Form Title Page r6/2/14.

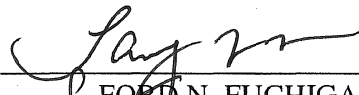
C. PLANS

- a. Replace Plan Sheet No. 3 (General Notes & Legend) with the attached Plan Sheet No. ADD. 3.
- b. Replace Plan Sheet No. 10 (Typical Sections) with the attached Plan Sheet No. ADD. 10.

C. PRE-BID MEETING

Attached are the "Minutes of the Pre-Bid Meeting" and Pre-Bid Meeting Attendance Sheet for your information.

Please acknowledge receipt of this Addendum No. 1 by recording the date of its receipt in the space provided on page P-4 of the Proposal.



FORD N. FUCHIGAMI
Interim Director of Transportation

1 Make this section a part of the Standard Specifications:
2

3 **"SECTION 103 - AWARD AND EXECUTION OF CONTRACT**
4

5 **103.01 Consideration of Proposals.** The Department will compare the
6 proposals in terms of the summation of the products of the approximate
7 quantities and the unit bid prices after the Contracts Officer opens and reads the
8 proposals. The Department will make the results immediately available to the
9 public. If a discrepancy occurs between the unit bid price and the bid price,
10 the unit bid price shall govern.
11

12 The Department reserves the right to reject proposals, waive
13 technicalities or advertise for new proposals, if the rejection, waiver, or new
14 advertisement favors the Department.
15

16 **103.02 Award of Contract.** The award of contract, if it be awarded, will
17 be made within 60 calendar days after the opening of bids, to the lowest
18 responsible bidder whose proposal complies with all the requirements. The
19 successful bidder will be notified by letter mailed to the address shown in its
20 proposal, that its proposal has been accepted, and that it has been awarded
21 the contract.
22

23 **(1) Requirement for Award.** To be eligible for award, the
24 apparent low bidder will be contacted to submit copies of the
25 documents listed below to demonstrate compliance with HRS
26 Section 103D-310(c). The documents should be submitted to the
27 Department as soon as possible. If a valid certificate/clearance is
28 not submitted on a timely basis for award of a contract, a bidder
29 otherwise responsive and responsible may not receive the award.
30 See also Subsection 108.03 – Preconstruction Data Submittal.
31

32 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53
33 and 103D-328, the successful bidder shall be required to submit a
34 certified copy of its tax clearance issued by the Hawaii State Department
35 of Taxation (DOTAX) and the Internal Revenue Service (IRS) to
36 demonstrate its compliance with HRS Chapter 237. A tax clearance is
37 valid for six (6) months from the most recent approval stamp date on the
38 tax clearance and must be valid on the bid's first legal advertisement date
39 or any date thereafter up to the bid opening date.
40

41 FORM A6, TAX CLEARANCE CERTIFICATE, is available at
42 the following website:
43

44 <http://www.hawaii.gov/tax/>
45

46 To receive DOTAX Forms by fax or mail, phone
47 (808) 587-7572 or 1-800-222-7572.
48

49 The application for the Tax Clearance Certificate is the
50 responsibility of the bidder and must be submitted directly to the DOTAX

or IRS. The approved certificate may then be submitted to the Department.

(B) DLIR Certificate of Compliance. Pursuant to HRS Section 103D-310(c), the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR) to demonstrate its compliance with unemployment insurance (HRS Chapter 383), workers' compensation (HRS Chapter 386), temporary disability insurance (HRS Chapter 392), and prepaid health care (HRS Chapter 393). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. For certificates which receive a "pending" approval stamp, a DLIR approval stamp is required prior to the issuance of the Notice to Proceed.

FORM LIR#27, APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the following website:

www.hawaii.gov/labor

More information is available by calling the DLIR Unemployment Insurance Division at (808) 586-8926.

Inquiries regarding the status of a LIR#27 Form may be made by calling the DLIR Disability Compensation Division at (808) 586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder and must be submitted directly to the DLIR. The approved certificate may then be submitted to the Department.

(C) DCCA Certificate of Good Standing. Pursuant to HRS Section 103D-310(c), the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) to demonstrate that it is either:

- (1) Incorporated or organized under the laws of the State; or
- (2) Registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

The Certificate of Good Standing is valid for six (6) months from the approval date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a Certificate

of Good Standing. Bidders are advised that there are costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line Services at the following website:

www.hawaii.gov/dcca/

The application for the Certificate of Good Standing is the responsibility of the bidder and must be submitted directly to the DCCA. The approved certificate may then be submitted to the Department.

(D) Hawaii Compliance Express (HCE). In lieu of the certificates referenced above, the bidder may make available proof of compliance through the Hawaii Compliance Express or any other designated certification process. Bidders may apply and register at the "Hawaii Compliance Express" website:

<https://vendors.ehawaii.gov/hce/splash/welcome.html>

103.03 Cancellation of Award. The Department reserves the right to cancel the award of contracts before the execution of said contract by the parties. There will be no liability to the awardee and to other bidders.

103.04 Return of Proposal Guaranty. The Department will return the proposal guaranties, except those of the three lowest bidders, after the Department checks the proposals. The Department will return the proposal guaranties of the remaining two lowest bidders not awarded the contract within five working days following the execution of the contract. The Department will return the successful bidder's proposal guaranty after the successful bidder furnishes a bond and executes the contract.

103.05 Requirement of Contract Bond. At the time of execution of the contract, the successful bidder shall file a good and sufficient performance bond and a payment bond on the forms furnished by the Department conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and for the prompt payment to all others for all labor and material furnished by them to the bidder and used in the prosecution of the work provided for in the contract. The bonds shall be of an amount equal to 100 percent of the amount of the contract price and include 5 percent of the contract amount estimated to be required for extra work. The bidder shall limit the acceptable performance and payment bonds to the following:

(a) Legal tender;

(b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or

(c) A certificate of deposit; share certificate; cashier's check; treasurer's check, teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The bidder may use these instruments only to a maximum of \$100,000.

2. If the required security or bond amount totals over \$100,000 more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.

Such bonds shall also by the terms inure to the benefit of any and all persons entitled to file claims for labor done or material furnished in the work so as to give them a right of action as contemplated by HRS Section 103D-324.

103.06 Execution of the Contract. The contract bond and HRS Chapter 104 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be executed by the successful bidder and returned within ten days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

The contract shall not bind the Department unless said parties execute the contract and the Director of Finance endorses the bidder's certificate in accordance with HRS Section 103-39.

103.07 Failure to Execute Contract. Failure to execute the contract and file acceptable bonds shall be cause for the cancellation of the award in accordance with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits the proposal guaranty which becomes the property of the Department. This is not a penalty, but liquidated damages sustained by the State. The Department may then make award to the next lowest responsible bidder or the Department may readvertise and construct the work under contract."

END OF SECTION 103

1 **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Section 107.01 Insurance Requirements** from lines 5 to 81 to
6 read as follows:

7
8 **“(A) Obligation of Contractor.** Contractor shall not commence any
9 work until it obtains, at its own expense, all required insurance described
10 herein. Such insurance shall be provided by an insurance company
11 authorized by the laws of the State to issue such insurance in the State of
12 Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the
13 carrier has a Best’s Rating of “A-VII” or better. The Contractor shall
14 maintain and ensure all insurance policies are current for the full period of
15 the contract until final acceptance of the work by the State.

16
17 The Certificate of Insurance shall contain: a clause that it is agreed
18 that any insurance maintained by the State of Hawaii will apply in excess
19 of, and not contribute with, insurance provided by this policy; and shall be
20 accompanied by endorsement form CG2010 or equivalent naming the
21 State as an additional insured to the policy which status shall be
22 maintained for the full period of the contract until final acceptance of the
23 work by State.

24
25 The Contractor shall obtain all required insurance as part of the
26 contract price. Where there is a requirement for the State of Hawaii and
27 its officers and employees to be named as additional insureds under any
28 Contractor’s insurance policy, before the State of Hawaii issues the Notice
29 to Proceed, the Contractor shall obtain and submit to the Engineer a
30 Certificate of Insurance and a written policy endorsement that confirms the
31 State of Hawaii and its officers and employees are additional insureds for
32 the specific State project number and project title under such insurance
33 policies. The written policy endorsement must be issued by the insurance
34 company insuring the Contractor for the specified policy type or by an
35 agent of such insurance company who is vested with the authority to issue
36 a written policy endorsement. The insurer’s agent shall also submit
37 written confirmation of such authority to bind the insurer. Any delays in
38 the issuance of the Notice to Proceed attributed to the failure to obtain the
39 proof of the State of Hawaii and its officers and employees’ additional
40 insured status shall be charged to the Contractor.

41
42 A mere Certificate of Insurance issued by a broker who represents
43 the Contractor (but not the Contractor’s insurer), or by any other party who
44 is not authorized to contractually name the State as an additional insured
45 under the Contractor’s insurance policy, is not sufficient to meet the
46 Contractor’s insurance obligations.

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Certificates shall contain a provision that coverages being certified will not be cancelled or materially changed without giving the Engineer at least thirty (30) days prior written notice. Contractor will immediately provide written notice to the Director should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, reduced in scope or coverage, or not renewed upon expiration. Should any policy be canceled before final acceptance of the work by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due or to become due to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the State harmless pursuant to other provisions of this contract. In no instance will the State's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

All insurance described herein shall be primary and cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including but not limited to traffic detour work, barricades, warnings, diversions, lane closures, and other work performed outside the work area and all change order work.

The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required covering the work. Failure to comply with the Engineer's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.

(B) Types of Insurance. Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

92 (1) **Workers' Compensation.** The Contractor shall obtain
93 worker's compensation insurance for all persons whom they
94 employ in carrying out the work under this contract. This insurance
95 shall be in strict conformity with the requirements of the most
96 current and applicable State of Hawaii Worker's Compensation
97 Insurance laws in effect on the date of the execution of this contract
98 and as modified during the duration of the contract.
99

100 (2) **Auto Liability.** The Contractor shall obtain Auto Liability
101 Insurance covering all owned, non-owned and hired autos with a
102 Combined single Limit of not less than \$1,000,000 per occurrence
103 for bodily injury and property damage with the State of Hawaii
104 named as additional insured. Refer to SPECIAL CONDITIONS for
105 any additional requirements.
106

107 (3) **General Liability.** The Contractor shall obtain General
108 Liability insurance with a limit of not less than \$2,000,000 per
109 occurrence and in the Aggregates for each of the following:
110

111 (a) Products - Completed/Operations Aggregate,
112

113 (b) Personal & Advertising Injury, and
114

115 (c) Bodily Injury & Property Damage
116

117 The General Liability insurance shall include the State as an
118 Additional Insured. The required limit of insurance may be provided
119 by a single policy or with a combination of primary and excess
120 policies. Refer to SPECIAL CONDITIONS for any additional
121 requirements.
122

123 (4) **Builders Risk For All Work.** The Contractor shall take out
124 a policy of builder's risk insurance for the full replacement value of
125 the project work; from a company licensed or otherwise authorized
126 to do business in the State of Hawaii; naming the State as an
127 additional insured under each policy; and covering all work, labor,
128 and materials furnished by such Contractor and all its
129 subcontractors against loss by fire, windstorm, tsunamis,
130 earthquakes, lightning, explosion, other perils covered by the
131 standard Extended Coverage Endorsement, vandalism, and
132 malicious mischief. Refer to SPECIAL CONDITIONS for any
133 additional requirements."
134

135 (II) Amend 107.03(B)(1) – Working Hours; Night Work by adding the
136 following paragraphs after line 142:
137

138 "Do not work during hours of dark between the months of September 15 to
139 December 15.

140
141 Do not perform night work on Friday nights and Saturdays or Sunday day,
142 or as specified by the Engineer. Sunday's work will be part of Monday's working
143 day.

144
145 The Engineer will permit the Contractor to close one lane of the traffic as
146 specified in Subsection 645.03(F) – Lane Closures."

147
148 **(III) Add Section 107.18 Citizen and Residential Labor Force** after line 745
149 to read as follows:

150
151 **"107.18 Citizen and Residential Labor Force.**

152
153 **(A) Citizen Labor.** No person shall be employed as a laborer or
154 mechanic unless such person is a citizen of the United States or eligible to
155 become one; provided that persons without such qualifications may be
156 employed with the approval of the Governor until persons who are citizens
157 and are competent for such services are available for hire.

158
159 **(B) Residential Labor Force.** In accordance with Act 192; SLH 2011,
160 no less than eighty (80) percent of the bidder's labor force working on the
161 contract shall be provided by Hawaii residents. This act applies to all
162 construction procurements under HRS Chapter 103D; however this act
163 does not apply to procurements for professional services under Section
164 103D-304 and small purchases under Section 103D-305. This act is also
165 applicable to any subcontract of \$50,000.00 or more in connection with
166 this contract.

167
168 Resident means a person who is physically present in the State of
169 Hawaii at the time the person claims to have established the person's
170 domicile in the State of Hawaii and shows the person's intent is to make
171 Hawaii the person's primary residence.

172
173 **(C)** Percentage of workforce shall be determined by dividing the labor
174 hours (including subcontractors) provided by residents working on the
175 project divided by the total number of hours worked by all employees of
176 the contractor in the performance of the contract. Hours worked by
177 employees within shortage trades as determined by the Department of
178 Labor and Industrial Relations shall not be included in the calculation of
179 this percentage.

180
181 **(D)** Certification of compliance with the forgoing provisions shall be
182 made by the contractor in the form of a written oath submitted to the
183 Procurement Officer on a monthly basis for the duration of the contract.

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(E) Sanctions for non compliance with these provisions are as follows:

(1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.

(2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawaii Revised Statutes § 103D-702.

This Section shall not apply when its application will disqualify the State from receiving federal funds or aid.”

END OF SECTION 107

1 **SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 750.01(A)(1) Retroreflectorization** by replacing lines
6 8 through 31 to read:

7
8 **“(1) Retroreflectorization.** The following shall be retroreflectorized:

9
10 **(a)** Background for illuminated guide signs and exit number panels ("E"
11 designation) with ASTM D 4956 Type XI retroreflective sheeting.

12
13 **(b)** Background for non-illuminated guide signs and exit number panels
14 ("D" designation) with ASTM D 4956 Type XI retroreflective sheeting.

15
16 **(c)** Messages, arrows, and borders of guide signs and exit number
17 panels ("D" and "E" designations) with ASTM D 4956 Type XI
18 retroreflective sheeting.

19
20 **(d)** Regulatory and warning signs, directional signs ("DIR" designation),
21 route and auxiliary markers, shield symbols, yellow "EXIT ONLY" panels,
22 construction warning signs, and barricade rails, completely, with Type XI
23 retroreflective sheeting.

24
25 **(e)** Pedestrian, school, bicycle crossing series, completely with Type XI
26 fluorescent yellow green retroreflective sheeting.”

27
28
29 **(II) Amend Subsection 750.01(E) Retroreflective Sheeting Materials** by
30 replacing lines 1126 through 1137 to read:

31
32 **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting
33 includes white or colored sheeting having smooth outer surface.

34
35 Retroreflective sheeting shall be classified in accordance with ASTM D
36 4956.

37
38 The coefficient of retroflection shall meet the minimum requirements of
39 ASTM D 4956 for the type of reflective sheeting specified.

40
41 The color shall conform to the latest appropriate standard color tolerance
42 chart issued by the U.S. Department of Transportation, Federal Highway
43 Administration and to the daytime and nighttime color requirements of ASTM D
44 4956.

45
46 Test methods and procedures shall be in accordance with ASTM.

48 (III) Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through
49 1172 to read:

50

51 **"750.02 (C) Square Tube Posts.** Square and other tube posts shall conform
52 to ASTM A 653 for cold-rolled, carbon steel sheet, commercial quality; or ASTM
53 A 787 for electric-resistance-welded, metallic-coated carbon steel mechanical
54 tubing."

55

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END OF SECTION 750

1 **SECTION 755 – PAVEMENT MARKING MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 755.02 (C) Retroreflective Pavement Markers** by
6 revising lines 223 to 236 to read:

7
8 “Exterior surface of shell shall be smooth and contain one or two
9 retroreflective faces of specified color.”

10
11 **(II) Amend Subsection 755.05 (C)(1) Glass Beads** by adding the following
12 after line 869:

13
14 “(f) The glass spheres shall not contain more than 200 ppm (total)
15 arsenic, 200 ppm (total) antimony nor more than 200 ppm (total)
16 lead, when tested according to EPA Methods 3052 and 6010C.
17 Other suitable x-ray fluorescence spectrometry analysis methods
18 may be used to screen samples of glass spheres for arsenic and
19 lead content.”

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21
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25
26
27 **END OF SECTION 755**

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: Hawaii Standard Specifications for Road and Bridge Construction, 2005, the Notice to Bidders, the Special Provisions, 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 Joint Contractor or Subcontractor and the nature of work to be done by each. 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. _____	_____
9. _____	_____

<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

By _____
Authorized Signature

Title

Business Address

Business Telephone

Date

Contact Person and Phone Number
(If different from above.)

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.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

FORMS

Contents

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104 Compliance Certificate

Certification of Compliance for Employment of State Residents

MINUTES OF THE PRE-BID MEETING

PROJECT: Kaumualii Highway Resurfacing
Kipu Road to Huleia Bridge
District of Lihue, Kauai

PROJECT NO. 50D-01-11MR

LOCATION: 1720 Haleukana Street
Lihue, Kauai, Hawaii

DATE & TIME: May 30, 2014 at 9:00 A.M.

IN ATTENDANCE: Fred Reyes	HDOT – HWY-K
Bernie Vargas	HDOT – HWY-K
Elaine Serizawa	HDOT – HWY-K
William Hakala	HDOT – HWY-K

The meeting started at 9:00 A.M. No prospective bidders or their representative attended the pre-bid conference.

The minutes of the meeting will be distributed in Addendum No. 1 to the Contract Plans. Contractors will be notified when addendum will be available for pick up.

PRE-BID CONFERENCE ATTENDANCE LIST

PROJECT NO.: 56D-01-11MR KAUMUALII HIGHWAY RESURFACING, KIPU ROAD TO HULEIA BRIDGE

DATE: MAY 30, 2013

TIME: 9:00 AM

LOCATION: 1720 HALEUKANA STREET, LIHUE, KAUAI, HAWAII 96766

CALLED BY: FRED REYES

PLEASE PRINT

PARTICIPANT	COMPANY / ORGANIZATION	ADDRESS (Including City and Zip Code)	EMAIL (Print legibly)	PHONE/FAX NUMBERS
1 BERNIE VARGAS	HDOH-HWY-K	1720 HALEUKANA ST LIHUE 96766	BERNIE.P.VARGAS@HAWAII.GOV	241-3018 / 241-3011
2 Fred Reyes	HWY-K	1720 Haleukana St. Lihue 96766	fred.reyes@hawaii.gov	241-3017 / 241-3011
3 ELINE SERIZAWA	HDOH-KAUAI	↓	ELINE.SERIZAWA@HAWAII.GOV	241-3021 / 241-3022
4 William Hakala	HDOH-Kauai	↓	william.r.hakala@hawaii.gov	241-3023
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