

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

HONOLULU, HAWAII

**SPECIAL PROVISIONS
PROPOSAL
CONTRACT AND BOND**

FOR

**PAVEMENT REPAIR
AT VARIOUS LOCATIONS**

PROJECT NO. HWY-OM-2011-37

ISLAND OF OAHU

FY 2011

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NOTICE TO BIDDERS

(Chapter 103D, HRS)

SEALED BIDS for:

**PAVEMENT REPAIR AT VARIOUS LOCATIONS
Project No. HWY-OM-2011-37
Island of Oahu**

will be received at the:

 X Contracts Office, Department of Transportation
869 Punchbowl Street, Honolulu, Hawaii 96813

until 2:00 P.M., February 10, 2011, at which time and place they will be publicly opened and read.

A compact disc containing the plans, specifications, proposal and contract forms may be obtained from the above offices. Bids (hard copies) shall be submitted in a sealed envelope, and shall be on the Proposal Form provided on the compact disc furnished by said Department. Bids received after the established due date and time will not be considered.

The project includes pavement reconstruction, cold planing and resurfacing on the island of Oahu on an “as-needed” basis.

To be eligible to bid, bidders must possess a valid State of Hawaii General Engineering Contractor’s “A” license or Specialty Contractor’s “C-3” or “C-3a” license, prior to bidding.

The Hawaii Products Preference pursuant to Act 175, SLH 2009, 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://www.spo.hawaii.gov/hawaii-public-procurement-code-chapter-104d-hrs/preferences/hawaii-products>.

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.

Compliance with Act 68, SLH 2010 is a requirement for bids exceeding \$50,000.00 whereby a minimum of 80% of the bidder's work force on this project **must** consist of Hawaii residents.

A pre-bid conference is set for 10:00 A.M., January 21, 2011, at the Department of Transportation, Highways Division, 601 Kamokila Boulevard, Room 609, Kapolei, Hawaii. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. Persons needing special accommodations at the pre-bid conference due to a disability may contact, Christine Yamasaki, Project Manager, by phone at (808) 692-7572 or by facsimile at (808) 692-7590.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-205.5, 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.

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 and sex (as directed by 23 CFR Part 200).

For additional information on this project, contact Christine Yamasaki, Project Manager at (808) 692-7572, 601 Kamokila Boulevard, Room 609, Kapolei, Hawaii 96707.

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.


GLENN M. OKIMOTO
Interim Director of Transportation

Internet Posting: January 11, 2011

**INSTRUCTIONS FOR COMPLIANCE WITH
ACT 68, SLH 2010
EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION
PROCUREMENT CONTRACTS**

1. Definitions for terms used in Act 68, SLH 2010:

- a. "Contract" means contracts for construction under 103D, HRS.
- b. "Contractor" has the same meaning as in section 103D-104, HRS, provided that "contractor" includes a Subcontractor where applicable.
- c. "Construction" has the same meaning as in section 103D-104, HRS.
- d. "Procurement Officer" has the same meaning as in section 103D-104, HRS.
- e. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
- f. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. Employment of State Residents Requirements - Act 68, SLH 2010:

- a. A Contractor awarded a contract shall ensure that Hawai'i residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.
- b. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.

- c. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawai'i residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.
- d. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of Act 68 for the entire duration of the contract.
 - 1. Certification of compliance shall be made on a monthly basis. If no progress payments are made for any month, the Contractor, and any Subcontractor as applicable, shall still be required to submit the certification on monthly basis to the Contracting Officer.
 - 2. The certification of compliance shall be made under oath by an officer of the company by completing a Certification of Compliance for Employment of State Residents form and executing the Certificate before a licensed notary public.
 - 3. In addition to the monthly certification as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with Act 68. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four (4) year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four (4) year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.
- e. A Contractor who fails to comply with this section shall be subject to any of the following sanctions:

1. Temporary suspension of work on the project until the Contractor or its Subcontractor complies with Act 68;
 2. Withholding of payment on the contract until the Contractor or its Subcontractor complies with Act 68;
 3. Permanent termination of the Contractor or Subcontractor from any further work on the project;
 4. Recovery by the State, as applicable, of any moneys expended on the contract or subcontract as applicable; or
 5. Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
ACT 68, SESSION LAWS OF HAWAII 2010**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Act 68, Session Laws of Hawaii 2010 – Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and for the month of _____, 20____, _____ is in compliance with Act 68, SLH 2010, by employing a workforce of whom not less than eighty percent are Hawaii residents, as calculated according to the formula in the solicitation, to perform this Contract.

☐ I am an officer of the **Contractor** for this contract.

☐ I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
_____ day of _____, 2010.

Doc. Date: _____ # of Pages _____ Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, _____ Circuit, State of Hawaii
My commission expires: _____

Notary Signature
NOTARY CERTIFICATION

Date

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
HIGHWAYS DIVISION
HONOLULU, HAWAII

SPECIAL PROVISIONS

These Special Provisions shall supplement and/or amend the applicable provisions of the Hawaii Standard Specifications for Road and Bridge Construction, 2005, hereinafter referred to as the "Standard Specifications".

1 Make this section a part of the Standard Specifications:

2
3 **"SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

4
5 **102.01 Prequalification of Bidders.** Prospective bidders shall be
6 capable of performing the work for which they are bidding.

7
8 In accordance with HRS Chapter 103D-310, the Department may require
9 any prospective bidder to submit answers to questions contained in the
10 'Standard Qualification Questionnaire For Prospective Bidders On Public Works
11 Contracts' furnished by the Department, properly executed and notarized,
12 setting forth a complete statement of the experience of such prospective bidder
13 and its organization in performing similar work and a statement of the equipment
14 proposed to be used, together with adequate proof of the availability of such
15 equipment. Whenever it appears to the Department, from answers to the
16 questionnaire or otherwise, that the prospective bidder is not fully qualified and
17 able to perform the intended work, the Department will, after affording the
18 prospective bidder an opportunity to be heard and if still of the opinion that the
19 bidder is not fully qualified to perform the work, refuse to receive or consider any
20 bid offered by the prospective bidder. All information contained in the answers
21 to the questionnaire shall be kept confidential. Questionnaire so submitted
22 shall be returned to the bidders after serving their purpose.

23
24 No person, firm or corporation may bid where (1) the person, firm, or
25 corporation, or (2) a corporation owned substantially by the person, firm, or
26 corporation, or (3) a substantial stockholder or an officer of the corporation, or
27 (4) a partner or substantial investor in the firm is in arrears in payments owed to
28 the State or its political subdivisions or is in default as a surety or failure to do
29 faithfully and diligently previous contracts with the State.

30
31 **102.02 Contents of Proposal Forms.** The Department will furnish
32 prospective bidders with proposal forms stating:

- 33
34 (1) The location,
35
36 (2) Description of the proposed work,
37
38 (3) The approximate quantities,
39
40 (4) Items of work to be done or materials to be furnished,
41
42 (5) A schedule of items, and
43
44 (6) The time in which the work shall be completed.
45

Papers bound with or attached to the proposal form are part of the proposal. The bidder shall not detach or alter the papers bound with or attached to the proposal when the bidder submits its proposal.

Also, the bidder shall consider other documents including the plans and specifications a part of the proposal form whether attached or not.

102.03 Issuance of Proposal Forms. The Department reserves the right to refuse to issue proposal forms to prospective bidders, which refusal may be based on the following:

- (1) Lack of competency or adequate machinery, plant, and other equipment (which determination may be based on the financial statement and experience questionnaires required under Subsection 102.01 - Prequalification of Bidders);
- (2) Uncompleted work that might hinder or prevent the prompt completion of additional work if awarded;
- (3) Failure to pay or settle bills due for labor and material on former contracts in force at the time of issuance of the project proposal forms;
- (4) Failure to comply with qualification regulations of the Department;
- (5) Default under previous contracts; or
- (6) Lack of responsibility and cooperation from past work.

102.04 Estimated Quantities. The quantities shown in the contract are approximate and are for the comparison of bids only. The actual quantity of work may not correspond with the quantities shown in the contract. The Department will make payment to the Contractor for unit price items in accordance with the contract for only the following:

- (1) Actual quantities of work done and accepted, not the estimated quantities; or
- (2) Actual quantities of materials furnished, not the estimated quantities.

The Department may increase, decrease, or omit each scheduled quantities of work to be done and materials to be furnished. When the Department increases or decreases the estimated quantity of a contract item by more than 15% the Department will make payment for such items in accordance with Subsection 104.06 - Methods of Price Adjustment.

102.05 Examination of Contract and Site of Work. The bidder shall examine carefully the site of the proposed work and contract before submitting a proposal.

By the act of submitting a bid for the proposed contract, the bidder warrants that:

(1) The bidder and its Subcontractors have reviewed the contract documents and found them free from ambiguities and sufficient for the purpose intended;

(2) The bidder and its workers, employees and subcontractors have the skills and experience in the type of work required by the contract documents bid upon;

(3) Neither the bidder nor its employees, agents, suppliers or subcontractors have relied upon verbal representations from the Department, its employees or agents, including architects, engineers or consultants, in assembling the bid figure; and

(4) The bases for the bid figure are solely on the construction contract documents.

Also, the bidder warrants that the bidder has examined the site of the work. From its investigations, the bidder acknowledges satisfaction on:

(1) The nature and location of the work;

(2) The character, quality, and quantity of materials;

(3) The difficulties to be encountered; and

(4) The kind and amount of equipment and other facilities needed;

Subsurface information or hydrographic survey data furnished are for the bidders' convenience only. The data and information furnished are the product of the Department's interpretation gathered in investigations made at the specific locations. These conditions may not be typical of conditions at other locations within the project area or that such conditions remain unchanged. Also, conditions found at the time of the subsurface explorations may not be the same conditions when work starts. The bidder shall be solely responsible for assumptions, deductions, or conclusions the bidder may derive from the subsurface information or data furnished.

If the Engineer determines that the natural conditions differ from that originally anticipated or contemplated by the Contractor in the items of

excavation, the State may treat the difference in natural conditions, as falling within the meaning of Subsection 104.02 – Changes.

102.06 Preparation of Proposal. The submittal of its proposal shall be on forms furnished by the Department. The bidder shall specify in words or figures:

- (1) A unit price for each pay item with a quantity given;
- (2) The products of the respective unit prices and quantities
- (3) The lump sum amount; and
- (4) The total amount of the proposal obtained by adding the amounts of the several items.

The words and figures shall be in ink or typed. If a discrepancy occurs between the prices written in words and those written in figures, the prices written in words shall govern.

When an item in the proposal contains an option to be made, the bidder shall choose in accordance with the contract for that particular item. Determination of an option will not permit the Contractor to choose again.

The bidder shall sign the proposal properly in ink. A duly authorized representatives of the bidder or by an agent of the bidder legally qualified and acceptable to the Department shall sign, including one or more partners of the bidder and one or more representatives of each entity comprising a joint venture.

When an agent, other than the officer(s) of a corporation authorized to sign contracts for the corporation or a partner of a partnership, signs the proposals, a 'Power of Attorney' shall be on file with the Department or submitted with the proposal. Otherwise, the Department will reject the proposal as irregular and unauthorized.

The bidder shall submit acceptable evidence of the authority of the partner, member(s) or officer(s) to sign for the partnership, joint venture, or corporation respectively with the proposal. Otherwise, the Department will reject the proposal as irregular and unauthorized.

102.07 Irregular Proposals. The Department may consider proposals irregular and may reject the proposals for the following reasons:

- (1) The proposal is a form not furnished by the Department, altered, or detached;

(2) The proposal contains unauthorized additions, conditions, or alternates. Also, the proposal contains irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous to its meaning;

(3) The bidder adds provisions reserving the right to accept or reject an award. Also, the bidder adds provisions into a contract before an award;

(4) The proposal does not contain a unit price for each pay item listed except authorized optional pay items; and

(5) Prices for some items are out of proportion to the prices for other items.

(6) If in the opinion of the Director, the bidder and its listed subcontractors do not have the Contractor's licenses or combination of Contractor's licenses necessary to complete the work.

Where the prospective bidder is bidding on multiple projects simultaneously and the proposal limits the maximum gross amount of awards that the bidder can accept at one bid letting, the proposal is not irregular if the limit on the gross amount of awards is clear and the Department selects the awards that can be given.

102.08 Proposal Guaranty. In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the proposal guaranty required shall be in the following amounts:

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$6,250.00
B – Area 2	\$6,250.00
C – Area 3	\$6,250.00
D – Area 4	\$6,250.00

The Department will not consider a proposal of \$25,000 or more unless accompanied by:

(1) A deposit of legal tender; or

(2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or

(3) A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official 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).

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

(b) 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.

(c) The instrument shall be made payable at sight to the Department.

102.09 Delivery of Proposal. The bidder shall submit the proposal in a sealed envelope, bearing on the outside the identity of the project and the its name and address. The Department will reject and return a proposal unopened if received after the time set for the opening of bids.

102.10 Withdrawal or Revision of Proposals. A bidder may withdraw or revise a proposal after the bidder deposits the proposal with the Department, provided the Department receives such withdrawal or revision request in writing before the time set for the opening of bids.

102.11 Public Opening of Proposals. The Department will open and read the proposals publicly at the time and place shown in the Notice to Bidders. Invited are bidders, their authorized agents, and other interested parties to be present.

102.12 Disqualification of Bidders. The Department may disqualify a bidder and reject its proposal for the following reasons:

(1) Submittal of more than one proposal whether under the same or different name.

(2) Evidence of collusion among bidders. The Department will not recognize participants in collusion as bidders for any future work of the Department until such participants are reinstated as qualified bidders.

(3) Lack of proposal guaranty.

(4) Submittal of an unsigned or improperly signed proposal.

(5) Submittal of a proposal without a listing of subcontractors or containing only a partial or incomplete listing of subcontractors.

(6) Submittal of an irregular proposal in accordance with Subsection 102.07 - Irregular Proposals.

(7) Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to HRS Chapter 84-15.

(8) Suspended or debarred in accordance with HRS Chapter 104-25.

(9) Failure to complete the prequalification questionnaire.

(10) Failure to attend the mandatory pre-bid meeting, if applicable.

102.13 Material Guaranty. The successful bidder may be required to furnish a statement of the composition, origin, manufacture of materials, and samples.

102.14 Substitution of Materials and Equipment Before Bid Opening. See Subsection 106.13 for Substitution Of Materials and Equipment After Bid Opening.

(A) General. When brand names of materials or equipment are specified in the contract documents, they are to indicate a quality, style, appearance, or performance and not to limit competition. The bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualification of such proposed alternate brands shall be submitted in writing and addressed to the Contracts Officer. The face of the envelope containing the request must be clearly marked 'SUBSTITUTION REQUEST'. The request may be hand-carried or mailed to the DOT Contracts Office, Room 105, 869 Punchbowl Street, Honolulu, Hawaii 96813. In either case, the written request must be received by the DOT Contracts Office no later than 14 calendar days before the bid opening date, not including the bid opening date. The written request will be time stamped by the DOT Contracts Office. For the purpose of this section, the time designated by the time stamping device in the DOT Contracts Office shall be official. If the written request is hand-carried, the bearer is responsible to ensure that the request is time stamped by the DOT Contracts Office.

Submit 5 sets of the written request, technical brochures, and a statement of variances.

An addendum will be issued to inform all prospective bidders of any accepted substitution in accordance with Subsection 102.17 – Addenda .

(B) Statement of Variances. The statement of variances must list all features of the proposed substitution that differ from the contract documents and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, and any other features requested by the Engineer and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, the Contractor shall immediately replace the product with a specified product at no increase in contract price and contract time.

(C) Substitution Denial. Any substitution request not complying with the above requirements will be denied.

102.15 Preferences.

(A) Preference for Hawaii Products. The bidder's attention is directed to Sections 103D-1001 and 103D-1002, HRS and Subchapter 1, Chapter 124, Subtitle 11 of Title 3, HAR which provide preferences for Hawaii Products. According to Section 103D-1002, HRS, the bidder may examine the Hawaii Products List at the State Procurement Office, State Office Building, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

If a product listed in the Hawaii Products List is available and meets project specifications, such product will be designated in the contract documents as a qualified product which may be used in the performance of the project.

If the bidder intends to claim preference for products on the Hawaii Product List and such is not listed, the bidder shall immediately notify the Contracts Office, Department of Transportation, so the Engineer may take corrective or other appropriate actions.

It is further 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 HRS Chapter 103D-1002, and such other remedies as may be available to the State.

For the purpose of determining the lowest bid price only, the provisions of HRS Chapter 103D-1002 shall apply. Any contract awarded or executed in violation of HRS Chapter 103D-1002 shall be void and no payment shall be made on account of such contract.

(B) Preferences for Apprenticeship Programs. 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. These procedures apply to public works projects with estimated cost of \$250,000 or more and entered into under the provisions of HRS Chapter 103.

The following provisions apply to this Apprenticeship Program.

(1) Definitions

(a) "Apprenticeable trade", HRS Section 103-55.6 (c), shall have the same meaning as 'apprenticeable occupation' pursuant to Hawaii Administrative Rules (HAR) Section 30-1-5.

(b) "Department" means the department of labor and industrial relations.

(c) "Director" means the director of labor and industrial relations.

(d) "Employ" means the employment of a person in an employer-employee relations.

(e) "Governmental body" means as defined in HRS Section 103D-104.

(f) "Party to an apprenticeship agreement" means party to a registered apprenticeship program with the department of labor and industrial relations.

(g) "Preference" means the 5% by which the qualified bidder's offer amount would be decreased for evaluation purposes.

(h) "Public work" shall be as defined in HRS Section 104-2 and HAR Section 12-22-1.

(i) "Registered apprenticeship program" means a construction trade program approved by the department pursuant to HAR Section 12-30-1 and Section 12-30-4.

(j) "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the department of labor and industrial relations pursuant to HAR Section 12-30-1.

419
420 (k) Offeror – Entity/bidder submitting a proposal to undertake a
421 project.
422

423 (l) Procurement Officer – Director of Transportation or his
424 authorized representative.
425

426 (2) Qualification Procedures
427

428 (a) Any bidder seeking the preference must be a party to an
429 apprenticeship agreement registered with the department at the
430 time the offer is made for each apprenticeable trade the bidder
431 will employ to construct the public works projects for which the
432 offer is being made.
433

434 1. The apprenticeship agreement shall be registered
435 and conform to the requirements of HRS Chapter 372.
436

437 2. Subcontractors do not have to be a party to an
438 apprenticeship agreement for the bidder to obtain the
439 preference.
440

441 3. The bidder is not required to have apprentices in its
442 employ at the time of submittal of an offer to qualify for the
443 preference.
444

445 (b) The department shall:
446

447 1. Develop and maintain a list of construction trades in
448 registered apprenticeship programs which conform to HRS
449 Chapter 372; and
450

451 2. Electronically post the list; including any
452 amendments, on the department website
453 (<http://hawaii.gov/labor/wdd>).
454

455 (c) Bidder is responsible to comply with all submission
456 requirements for registration of its apprenticeship program
457 before requesting a preference.
458

459 (d) Bidder shall provide a certification by the sponsor of the
460 respective registered apprenticeship programs covering the
461 relevant trade(s) for the public works project.
462

463 (e) *Certification Form 1* issued by the department shall
464 include:
465

466 1. Contractor information;
467

468 2. Solicitation reference;
469

470 3. Trade(s);
471

472 4. Date and name of apprenticeship program;

473
474 5. Signature of authorized training coordinator or training
475 trust fund administrator certifying that the contractor is a
476 participant in the program, and that the program is
477 registered with the department;

478
479 6. Contract information for sponsor's authorized
480 representative signing the form;

481
482 7. Number of apprentices enrolled in the program, number
483 who successfully completed the apprenticeship program in
484 the past 12 months, including whether the contractor is
485 signatory to a collective bargaining agreement for that
486 trade, or if not, provide for attachment of a copy of the
487 agreement between the contractor and the program.

488
489 (3) Solicitation Procedures

490
491 (a) If the NTB indicates that this project is covered by this
492 preference, and the offer is less than \$250,000 this preference
493 will still be applicable in determining the lowest bidder.

494
495 (b) A claim for this preference must include the following:

496
497 1. Allow bidder seeking to claim the preference to state
498 the trades the bidder will employ to perform the work;

499
500 2. For each trade to be employed to perform the work,
501 the bidder shall submit a completed signed original
502 *Certification Form 1* verifying participation in an
503 apprenticeship program registered with the department.

504
505 3. The *Certification Form 1* shall be authorized by an
506 apprenticeship sponsor of the department's list of
507 registered apprenticeship programs. The authorization
508 shall be an original signature by an authorized official of
509 the apprenticeship sponsor; and

510
511 4. The completed *Certification Form 1* for each trade
512 must be submitted by the bidder with the offer. Previous
513 certifications shall not apply unless allowed by the
514 solicitation.

515
516 (c) Upon receiving *Certification Form 1*, the procurement
517 officer will verify with the department that the apprenticeship
518 program is on the list of apprenticeship programs registered
519 with the department. If the programs are not confirmed by the
520 department, the bidder will not qualify for the preference.

521
522 (4) Evaluation and Contract Award

523
524 (a) If the bidder certifies participation in an apprenticeship

program for each trade which will be employed by the bidder for the project, the procurement officer shall apply the preference and decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

(b) Should the bidder qualify for other statutory preferences (for example, Hawaii products), all applicable preferences shall be applied to the bidder's price.

(c) The contract amount shall be the original offer amount, exclusive of any preference; the preference is only for evaluation purposes.

(d) Any claims challenging a bidder's representation that the bidder is a participant in an apprenticeship program(s) as claimed, shall be submitted to the procurement officer. The procurement officer will refer the challenge to the department of labor and industrial relations who shall investigate any such claims and shall make a determination.

(5) Contract Administration

(a) For the duration of a contract awarded utilizing the apprenticeship preference, the contractor shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.

(b) Monthly certification shall be made on *Monthly Certification Form 2* prepared and made available by the department, be a signed original by the respective apprenticeship program sponsors authorized official, and submitted by the contractor with its monthly payment requests.

(c) Should the contractor fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a part to a registered apprenticeship agreement for each apprenticeable trades the contractor employs, or will employ, the contractor will be subject to the following sanctions:

1. Withholding of the requested payment until the required form(s) are submitted;

2. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the contractor; provided the agency shall be entitled to restitution for nonperformance or liquidated damages claims; or

3. Proceed to debar or suspend pursuant to HRS Section 103D-702.

(d) If events such as "acts of God," acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the contractor from submitting the certification forms, the contractor shall not be penalized as provided herein, provided the contractor completely and expeditiously complies with the certification process when the event is over.

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

(C) Preference for Recycled Products. Recycled Products shall not apply to this project.

(D) Evaluation Procedures and Contract Award. For bid evaluation, the Engineer will evaluate the bids by applying the applicable preferences selected by the bidders according to the contract. The Engineer will base the calculations for adjustments upon the original bid prices offered. If more than one preference applies, the evaluated bid price shall be the sum of the original bid price plus applicable preference adjustments.

If a bidder has designated use of a Hawaii Product and fails to provide the product, the contract will become void and no payments will be made.

The Engineer will award the contract to the responsible bidder submitting the responsive bid with the lowest evaluated bid price. The contract amount of the contract awarded shall be the original bid price offered exclusive of any preference.

102.16 Certification for Safety and Health Program for Bids in excess of \$100,000. In accordance with HRS Chapter 396-18, the bidder or offeror, by signing and submitting this proposal, certifies that a written safety and health plan for this project will be available and implemented by the notice to proceed date for this project. Details of the requirements of this plan may be obtained from the State Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH).

102.17 Addenda. Addenda issued shall become part of the contract documents. Addenda to the bid documents will be provided to all prospective bidders at the respective offices furnished for such purposes. Each addendum shall be an addition to the contract documents. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum."

END OF SECTION 102

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102-13a

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

44
45 To receive DOTAX Forms by fax or mail, phone
46 (808) 587-7572 or 1-800-222-7572.

47
48 The application for the Tax Clearance Certificate is the
49 responsibility of the bidder and must be submitted directly to the DOTAX
50

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.

Prospective bidders may submit a bid for any or all groups on the basic proposal schedule. The awarding of the contract(s) will be made to the lowest responsible bidder for each group.

This contract to be awarded is considered a requirement contract, as the pavement repair by the Contractor will be made on an "as-needed" basis during the 12-month contract period. The State gives no assurance as to the number of services it will purchase.

The bidder must maintain an office on the Island of Oahu to be awarded the contract.

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 contract bond required shall be furnished by the Contractor for the term of the contract (12 months). The bond of the contract shall be submitted to the State, or such additional time as may be granted by the State. Such

bond for each extended year may be extensions of the original bond by endorsements thereto. 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.

In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the performance and payment bond amounts required for the work at each Area shall be as follows:

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$125,000.00
B – Area 2	\$125,000.00
C – Area 3	\$125,000.00
D – Area 4	\$125,000.00

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

SECTION 104 - SCOPE OF WORK

Make the following amendments to said Section:

(I) Amend **Subsection 104.01 - Intent of Contract, Duty of Contractor** by adding the following after line 10:

"This contract covers only immediate pavement repairs required to maintain the public roadways in a safe and usable condition at all times. Such pavement work shall not include any new (initial) asphalt concrete pavement construction or major resurfacing projects at any location of the roadways.

The Contractor will be required to respond to an asphalt concrete repair request within 48 hours after notification.

Repair of asphalt concrete pavement will be made through purchase orders placed with the Contractor during the contract period for which payment will be based on the quantities placed and the unit bid prices in the proposal schedule which prices shall include payment for all materials, equipment, tools, labor, and incidentals necessary to complete the pavement repair.

The Contractor shall repair damaged or deteriorated pavement as requested by the Department from time to time during the term of the contract. Payment will be made for the actual work completed as provided for in the contract documents."

(II) Amend **Section 104.06 Methods of Price Adjustment** as follows:

"104.06 Methods of Price Adjustment. Any adjustment in the contract price pursuant to a change or claim shall be made in one or more of the following ways:

(1) By written agreement on a fixed price adjustment before commencement of the pertinent performance.

(2) By unit prices or other price adjustments specified in the contract or subsequently agreed upon before commencement of the pertinent performance.

(3) The Engineer may base the adjustment for a lump sum item on a calculated proportionate unit price. The Engineer will calculate the proportionate unit price by dividing the original contract lump sum price by the actual or original estimated quantity established by the contract documents.

(4) In any other lawful manner as the parties may mutually agree upon before commencement of the pertinent performance.

(5) At the sole option of the Engineer, work may be paid for on a force account basis in accordance with Subsection 109.06 - Force Account Provisions and Compensation.

(6) By the cost variations attributable to the events or situations with adjustment of profit and fee, all as specified in the contract or subsequently agreed upon before commencement of the pertinent performance.

(7) In the absence of agreement by the parties:

(A) For change orders with value not exceeding \$50,000 by documented actual costs of the work, allowing for overhead and profit as set forth in Section 109.05 - Allowances for Overhead and Profit. A change order shall be issued within fifteen days of submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Engineer shall return any documentation that is defective, to the contractor within fifteen days after receipt, with a statement identifying the defect; or

(B) For change orders with value exceeding \$50,000 by a unilateral determination by the Engineer of the costs attributable to the events or situations with adjustment of profit and fee, all as computed by the Engineer in accordance with applicable sections of HAR Chapters 3-123 and 3-126, and Section 109.05 - Allowances for Overhead and Profit. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within thirty days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in Subsections 104.06(1) through 104.06(7) shall be issued within ten days after agreement on the method of adjustment."

(II) Amend **Subsection 104 - Scope of Work** by adding the following after line 318:

98 **"104.13 Performance of Work.** The Contractor shall perform work
99 satisfactorily in the judgment of the Engineer during the contract period. If it
100 appears at any time that the work contracted to be performed is not satisfactory,
101 the Engineer may require the Contractor to furnish and place in operation such
102 additional force and equipment as the Engineer shall deem necessary to bring
103 the work up to satisfactory status. In case the Contractor fails to comply after
104 five working days from the date of receipt of such a written order from the
105 Engineer, the Engineer may employ a working force and equipment and charge
106 the Contractor for the reasonable cost thereof including depreciation for
107 equipment or he may terminate the contract.
108

109 **104.14 Contract to be Open-Ended.** The requirement for service to be
110 furnished by the Contractor will be on an "as-needed" basis as called for in these
111 specifications at the applicable unit price bid during the term of this contract and
112 in such numbers as may be required by the State. The unit price bid indicated
113 by the Contractor shall be applicable and binding under the terms of this
114 contract.
115

116 Payment for services will be made by purchase order."
117
118
119
120

END OF SECTION 104

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(I) Amend 105.01 – Authority to read as follows:

(A) Authority of the Engineer. The Engineer is the representative of the Director and has all the authority of the Director with respect to the contract. The Engineer will make decisions on all questions that may arise regarding the contract, such as, but not limited to:

- The Engineer's decisions on questions, claims, and disputes will be final and conclusive subject to Subsection 107.15 – Disputes and Claims.

(B) Authority of the Inspectors. Inspectors, as a representative of the Engineer or other agencies, will inspect the work done and materials furnished. Such inspection may extend to the preparation, fabrication or manufacture of the materials to be used. The Inspector does not have authority vested in the Engineer unless specifically delegated in writing. The Inspector may not alter or waive the provisions of the contract, issue instructions contrary to the contract, or act as agent or representative of the Contractor.

Failure of an Inspector at any time to reject non-conforming work shall not be considered a waiver of the State's right to require work in strict conformity with the contract documents as a condition of final acceptance.

47 **(C) Authority of the Consultant and Construction Management.**

48 The State may engage consultants and construction managements to
49 perform duties in connection with the work. Unless otherwise specified
50 in writing to the Contractor, such retained consultants and construction
51 managements shall have no greater authority than an Inspector.”
52

53 **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph
54 from lines 52 to 61 to read as follows:
55

56 **“105.02 Submittals.** The contract contains the description of various
57 items that the Contractor must submit to the Engineer for review and acceptance.
58 The Contractor shall review all submittals for correctness, conformance with the
59 requirements of the contract documents and completeness before submitting
60 them to the Engineer. The submittal shall indicate the contract items and
61 specifications subsections for which the submittal is provided. The submittal
62 shall be legible and clearly indicate what portion of the submittal is being
63 submitted for review. The Contractor shall provide six copies of the required
64 submissions at the earliest possible date.”
65

66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**
67 **Provisions** to read as follows:
68

69 **“(A) Furnishing Drawings and Special Provisions.** The State will
70 furnish the Contractor 12 sets of the special provisions. There are no
71 project plans for this project. The Contractor shall have and maintain at
72 least one set of specifications on the work site, at all times.”
73

74 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
75 421 to 432 to read as follows:
76

77 **“(D) No Designated Storage Area.** If no storage area is designated
78 within the contract documents, materials and equipment may be stored
79 anywhere within the State highway right-of-way, provided such storage
80 and access to and from such site, within the sole discretion of the
81 Engineer, does not create a public or traffic hazard or an impediment to
82 the movement of traffic.”
83

84 **(V) Amend Subsection 105.16(B) – Substituting Subcontractors** by
85 revising the second sentence from line 490 to line 493 to read:
86

87 “Contractors may enter into subcontracts only with subcontractors listed in the
88 proposal or with non-listed joint contractors/subcontractors permitted under
89 Subsection 102.06 – Preparation of Proposal.”
90
91
92

END OF SECTION 105

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(I) Amend 106.05(B) – Deviation by revising the third sentence from line 106 to 108 to read as follows:

(II) Amend **106.11 Steel and Iron Construction Material** from line 238 to line 277 to read as follows:

END OF SECTION 106

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

2
3 Make the following amendments to said Section:

4
5 **(I) Amend 107.01(B)(1) – Commercial General Liability (Occurrence**
6 **form) from lines 61 to 62 to read as follows:**

7
8 **“(c) Bodily Injury & Property Damage Insurance.”**
9

10 **(II) Amend 107.01(B) – Types of Insurance by adding the following after line**
11 **82.**

12
13 **“(4) Builder’s Risk:**

14
15 **(a) New Buildings or Bridges.** The Contractor shall
16 take out a policy of builder’s risk insurance, for the full
17 replacement value of the insurable improvements of the
18 project from a company licensed to do business in the State
19 of Hawaii, covering all work, labor and materials furnished by
20 such Contractor and all its subcontractors against loss by
21 fire, windstorm, lightning, explosion and other perils covered
22 by the standard Extended Coverage Endorsement, and
23 vandalism and malicious mischief.

24
25 The State of Hawaii, its officers and employees,
26 shall be as additional insureds under these coverages.

27
28 **(b) Building or Bridge Renovation Contract.** The
29 Contractor shall take out a policy of builder’s risk insurance
30 in the amount equivalent to the contract amount, covering
31 all work, labor and materials furnished by such Contractor
32 and all its Subcontractors against loss by fire, windstorm,
33 lightning, explosion and other perils covered by the
34 Extended Coverage Endorsement, and vandalism and
35 malicious mischief.

36
37 The State of Hawaii, its officers and employees,
38 shall be as additional insureds under these coverages.”

39
40 **(III) Add 107.18 – Citizen and Residential Labor Force after line 745.**

41
42 **“107.18 – Citizen and Residential Labor Force.**

43
44 **(1) Citizen Labor -** No person shall be employed as a laborer or
45 mechanic unless such person is a citizen of the United States or eligible to
46 become one; provided that persons without such qualifications may be

47 employed with the approval of the Governor until persons who are citizens
48 and are competent for such services are available for hire.
49

50 **(2)** Residential Labor Force - In accordance with Act 68; SLH 2010, not
51 less than eighty (80) percent of the bidder's work force working on the
52 contract shall be provided by Hawaii residents. This act applies to all
53 construction procurements under HRS Chapter 103D; however this act
54 does not apply to procurements for professional services under Section
55 103D-304 and small purchases under Section 103D-305. This act is also
56 applicable to any subcontract of \$50,000.00 or more in connection with
57 this contract. Residency shall be as defined by HRS Section 78-1.
58

59 **(3)** Percentage of workforce shall be determined by dividing the labor
60 hours (including subcontractors) provided by residents working on the
61 project divided by the total number of hours worked by all employees of
62 the contractor in the performance of the contract. Hours worked by
63 employees within shortage trades as determined by the department of
64 labor and industrial relations, shall not be included in the calculation of this
65 percentage.
66

67 **(4)** Certification of compliance with the forgoing provisions shall be
68 made by the contractor in the form of a written oath to the procurement
69 officer on a monthly basis for the duration of the contract.
70

71 **(5)** Sanctions for non compliance with these provisions are as follows:
72

73 **(a)** Temporary suspension of work on the project until the
74 contractor or subcontractor complies with these provisions.
75

76 **(b)** Withholding of payment on the contract until compliance is
77 attained.
78

79 **(c)** Permanent suspension of work on the contract.
80

81 **(d)** Recovery of any moneys expended on the contract.
82

83 **(e)** Debarment or suspension of the contractor under Section
84 103D-702.
85

86 This section shall not apply when its application will disqualify the State
87 from receiving federal funds or aid."
88
89
90
91

END OF SECTION 107

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(I) Amend Subsection 108.05(B)(2) – Delay for Permits by revising lines 149 to 156 to read as follows:

(II) Amend **Subsection 108.06(A)(1) - For Contracts \$2,000,000 or less or For Contract Time 100 Working Days or 140 Calendar Days or less** from lines 290 to 295 to read as follows:

(III) Amend Subsection 108.06(A)(2) - For Contracts Which Have A Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More Than 100 Working Days Or 140 Calendar Days from lines 351 to 358 to read as follows:

(IV) Amend Subsection 108.06(A)(2)(a) line 360 to read as follows:

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47 or For Contract Time 100 Working Days or 140 Calendar
48 Days or Less.”
49

50 **(V) Amend Subsection 108.08 - Liquidated Damages for Failure to**
51 **Complete the Work or Portions of the Work on Time** by revising line 599 to
52 read as follows:
53

54 “to the State, in the amount of \$100 per working day.”
55

56 **(VI) Amend Subsection 108.09 - Rental Fees for Unauthorized Lane**
57 **Closure or Occupancy** from lines 635 to 644 to read as follows:
58

59 **“108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
60 addition to all other remedies available to the State for Contractor’s breach of the
61 terms of the contract, the Engineer will assess the rental fees in the amount of
62 \$1,500 (for Highways on Oahu) for every one-to fifteen-minute increment for
63 each roadway lane closed to the public use or occupied beyond the time periods
64 authorized in the contract or by the Engineer. The maximum amount assessed
65 per day shall be \$15,000. The Engineer may assess liquidated damages for
66 failure of the Contractor, for any reason, to maintain open lanes to the public in
67 the amount of \$2,500 (for Freeways on Oahu) for every one-to-fifteen-minute
68 increment for each lane not open to the public. For Freeways, the maximum
69 amount assessed per day shall be \$25,000. The State may, at its discretion,
70 deduct the amount from monies due or that may become due under the contract.
71 The rental fee may be waived in whole or part if the Engineer determines that the
72 unauthorized period of lane closure or occupancy was due to factors beyond the
73 control of the Contractor. Equipment breakdown is not a cause to waive
74 liquidated damages.”
75

76 **(VII) Amend Subsection 108.14 – Final Acceptance** from lines 984 to 991 to
77 read as follows:
78

79 **“108.14 Final Acceptance.** When the Engineer finds that the project has
80 been satisfactorily completed in compliance with the contract, the Engineer will
81 notify the Contractor in writing of the project’s completion and acceptance
82 effective as of the date of the final inspection. The final acceptance date shall
83 determine end of contract time, liquidated damages for failure to complete the
84 punchlist and commencement of all guaranty periods subject to Subsection
85 108.16 – Contractor’s Responsibility for Work; Risk of Loss or Damage.”
86
87
88
89
90
91

END OF SECTION 108

1 **SECTION 109 - MEASUREMENT AND PAYMENT**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Subsection 109.05 Allowances for Overhead and Profit** by
6 revising lines 101 to 110 to read as follows:

7
8 **“(1) 20 percent of the direct cost for any work performed by the**
9 **Contractor’s own labor force.**

10
11 **(2) 20 percent of the direct cost for any work performed by each**
12 **subcontractor’s own labor force.**

13
14 **(3) For the Contractor or any subcontractor for work performed**
15 **by their respective subcontractor or tier subcontractor, 10 percent**
16 **of the amount due to the performing subcontractor or tier**
17 **subcontractor.”**

18
19 **(II) Amend 109.08(A) Monthly Payment** by adding the following after line
20 411:

21
22 **“(1) Retainage.** If the Engineer finds that the Contractor is
23 progressing satisfactorily in completing the project work and:

24
25 **a.** Less than 50% of the whole contract cost is complete,
26 the Engineer shall retain 5% of the value of the work done
27 until the Engineer makes final payment;

28
29 **b.** More than 50% of the whole contract cost is
30 complete, the Engineer may make the remaining progress
31 payments in full.

32
33 **c.** After satisfactory completion of work other than
34 landscaping items, the Engineer may adjust the amount of
35 retainage to 15% of the landscaping items or 2½% of the
36 total contract amount whichever is less. Do not use this
37 subsection if the contract is only landscaping.”

38
39 **(III) Amend Subsection 109.08(B) Payment for Material On Hand** by
40 revising lines 421 to 423 to read as follows:

41
42 **“(2) The materials shall be stored and handled in accordance**
43 **with Subsection 105.14 – Storage and Handling of Materials and**
44 **Equipment.”**

45
46 **END OF SECTION 109**

1 Make this section part of the standard specifications:
2

3 **"SECTION 110 – PAVEMENT REPAIR AT VARIOUS LOCATIONS**
4

5 **110.01 Scope of Work.** The work shall consist of furnishing all labor, necessary
6 equipment, materials and traffic control, to repair pavement at various locations as
7 requested. All work shall be performed in a professional manner in accordance with
8 current practices and this document. All asphalt and asphalt concrete base debris shall
9 be removed daily at all locations. See Section 110.03 – Area of Coverage.
10

11 The Contractor shall work as directed by the Highways Division's Oahu District
12 Maintenance Engineer. The Contractor, as per Section 110.04 Safety and
13 Convenience, shall provide traffic control and its cost shall be inclusive of asphalt
14 concrete pavement work cost.
15

16 The Contractor shall possess an "A" General Engineering Contractor's license, or
17 a "C-3" or "C-3a" license for the full term of the contract, and shall have possessed the
18 license and have performed similar work for at least two years prior to the bid date.
19 Failure to meet this requirement shall be cause for disqualification.
20

21 Pavement repair shall consist of one of the following:
22

23 **1. 1-1/2" Hot Mix Asphalt Pavement.** Cold plane damaged or deteriorated
24 pavement areas 1-1/2 inches and resurface with new 1-1/2 inches Hot Mix Asphalt
25 (HMA) Pavement, Mix No. IV. The new resurfaced finish grade shall be the
26 existing road grade.
27

28 Schedule the work so that the areas are resurfaced before the completion
29 of the day's work.
30

31 **2. 3" Hot Mix Asphalt Pavement.** Cold plane damaged or deteriorated
32 pavement areas 3 inches and resurface with new 3 inches Hot Mix Asphalt (HMA)
33 Pavement, Mix No. IV. The new resurfaced finish grade shall be the existing
34 road grade.
35

36 Schedule the work so that the areas are resurfaced before the completion
37 of the day's work.
38

39 **3. Reconstruction of Weakened Pavement Areas.** Excavate at a depth
40 of 6-1/2 inches, backfill the excavated weakened pavement areas with 5 inches
41 Hot Mix Glassphalt Base Course, and resurface with 1-1/2 inches HMA
42 Pavement, Mix No. IV. The new resurfaced finish grade shall be the existing
43 road grade. See Figure 1, for Typical Reconstruction Area.
44

45 Schedule the work so that the excavated areas are backfilled before the
46 completion of the day's work.
47

If existing pavement marking are removed during pavement repair, the Contractor shall install temporary pavement markings until permanent pavement markings are done at a later time. The cost for removal of existing pavement markings are included in the contract price of the various contract items.

110.02 Contract Period and Option to Extend. The period of the contract shall be for 12 months commencing from the date indicated in the "Notice to Proceed" from the Department. There is an option to extend for two additional 12 month periods, without re-bidding, upon mutual agreement in writing prior to the contract expiration date, provided the initial bid price remains the same. The maximum contract period is 36 months.

Failure by the Contractor to execute the amendment to extend the contract within the number of days specified under Section 103.07 - Failure to Execute Contract may be cause for cancellation of the written agreement to extend the contract and may be subject to disqualification from bidding future projects for a two-year period in accordance with Section 102.12 - Disqualification of Bidders.

110.03 Area of Coverage. The project requires the Contractor to repair pavement at various locations on the Island of Oahu. Work shall be grouped into four areas along with the corresponding routes as shown on the attached map of the island of Oahu (Figure 2). Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets. The four areas are:

(A) Area 1:

Route 64, Sand Island Access Road/ Sand Island Parkway
Nimitz Highway (92) to Coast Guard Station Gate
Route 78, Moanalua Freeway
Kamehameha Highway (99) On-Ramp to Moanalua Freeway to
Moanalua Freeway Overpass (Structure over H-1)
Route 92, Nimitz Highway
Main Gates at Pearl Harbor and Hickam AFB to Richards Street
Route 92, Ala Moana Boulevard
Richards Street to 135 feet South of Kalakaua Avenue
Route 99, Kamehameha Highway (Keehi Interchange)
Middle Street (7415) to Kalihi Stream Bridge
Route 99, Kamehameha Highway
Waiawa Interchange to Pearl Harbor Interchange
Route 7239, Ulune Extension/ Halawa Valley Road
North East of Kahuapaani Street to Iwaiwa Street
Route 7241, Kahuapaani Street
Salt Lake Boulevard to Halawa Heights Road
Route 7241, Halawa Heights Road
Kikania Street to Fernridge Place
Route 7310, Puuloa Road
Nimitz Highway (92) to Mahiole Street
Route 7345, Jarrette White Road
Mahiole Street to Tripler Hospital Gate

97 Route 7350, Bougainville Drive
 98 Radford Drive (7351) to Vicinity of Radford High School
 99 Route 7351, Radford Drive
 100 Kamehameha Highway (99) to Bougainville Drive (7350)
 101 Route 7413, Liliha Street
 102 North King Street to School Street
 103 Route 7415, Middle Street
 104 Kamehameha Highway (99) to Mauka of H-1 Freeway
 105 *Route H-1, Waiawa Interchange to Kahauiki Interchange
 106 Pearl City/ Waipahu to Middle Street
 107 Route H-3, Halawa Interchange to Halawa Portal of Harano Tunnels
 108 Route H201, Moanalua Freeway
 109 Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange
 110 Ala Ike Street (Leeward Community College)
 111 Kaua Street
 112 Middle Street (7415) to Pineapple Place
 113 Lagoon Drive
 114 Nimitz Highway (92) to Koapaka Street
 115 Moanalua Road (Waiau Interchange)
 116 Ewa of Kaulike Drive to Kokohead of Hoomalu Street
 117 North King Street
 118 Middle Street (7415) to Ola Lane Overpass
 119 Pacific Street
 120 425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in Iwilei
 121 Salt Lake Boulevard
 122 Kahuapaani Street (7241) to Luapele Drive
 123 Sumner Street
 124 Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei
 125 Waiawa Road (Near Leeward Community College)
 126 Farrington Highway (99) to Ala Ike Street
 127
 128
 129 **(B) Area 2:**
 130 Route 76, Fort Weaver Road
 131 Navy Reservation Gate to Interstate Route H-1
 132 Route 93, Farrington Highway
 133 Palailai Interchange to Kaena Point State Park
 134 Route 93, Farrington Highway (Makakilo Interchange)
 135 Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both sides of
 136 intersection
 137 Route 99, Farrington Highway
 138 Waiawa Interchange
 139 Route 750, Kunia Road
 140 Interstate Route H-1 to Wilikina Drive (99)
 141 Route 901, Fort Barrette Road
 142 Barbers Point Naval Reservation to Makakilo Drive Overpass
 143 Route 7101, Farrington Highway
 144 Fort Weaver Road (76) to Waiawa Interchange
 145 Route 7110, Farrington Highway
 146 Fort Weaver Road (76) to Old Fort Weaver Road
 147

Route 7141, Iroquois Road
Fort Weaver Road (76) to West Loch Ammunition Depot
Route 7142, Waipahu Street
Kamehameha Highway (99) to Makai End of H-1 Overpass
Route H-1, Kalaeloa Boulevard to Waiawa Interchange

(C) Area 3:

Route 80, Kamehameha Highway
Wilikina Drive (99) to Kamananui Road (99)
Route 83, Joseph P. Leong Highway
Kamehameha Highway (99) to Kamehameha Highway (83)
Route 83, Kamehameha Highway
Kahalewai Place to Kahaluu Bridge
Route 83, Kahekili Highway
Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway (63)
Route 83, Likelike Highway
Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay Drive (65)
Route 83, Kamehameha Highway
Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali Hwy (61)
Route 99, Kamehameha Highway
Weed Junction (Haleiwa) to Kamananui Road (99)
Route 99, Kamananui Road
Kamehameha Highway (99) to Wilikina Drive (99)
Route 99, Wilikina Drive
Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange
Route 930, Farrington Highway
Dillingham Airfield to Kaukonahua Road at Thompson Corner
Route 930, Kaukonahua Road
Kaukonahua Road at Thompson Corner to South of Paukauila Stream
Route 7012, Whitmore Avenue
Kamehameha Highway (99) to Helemano Naval Reservation
Route 7013, Meheula Parkway (Mililani Interchange)
Beginning of Northbound On-Ramp to End of Southbound Off-Ramp
Route 7160, Ka Uka Boulevard (Waipio Interchange)
Moaniani Street to the beginning of Mililani Memorial Park Road
Route H-2, Wahiawa Interchange to Waiawa Interchange
Leilehua Golf Course Road (Leilehua Interchange)
Kamehameha Highway (99) to Northbound Off-Ramp (H-2)

(D) Area 4:

Route 61, Pali Highway
Vineyard Boulevard (98) to Castle Junction
Route 61, Kalanianaʻole Highway
Castle Junction to Waimanalo Junction
Route 61, Kailua Road
Waimanalo Junction to Kawainui Bridge
Route 63, Kalihi Street
Nimitz Highway (92) to School Street

199 Route 63, Likelike Highway
 200 School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)
 201 Route 65, Kaneohe Bay Drive
 202 Kamehameha Highway (83) to Vicinity of Kaimalu Place
 203 Route 65, Kaneohe Bay Drive
 204 Malae Place to Kailua Interchange (H-3)
 205 Route 65, Mokapu Saddle Road
 206 Kaneohe Bay Drive (65) to Ilipilio Street
 207 Route 65, Mokapu Boulevard
 208 Ilipilio Street to North Kalaheo Avenue
 209 Route 72, Kalanianaʻole Highway
 210 Waimanalo Junction to Ainakoa Avenue
 211 Route 98, Vineyard Boulevard
 212 H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian Overpass)
 213 Route 98, Halona Street
 214 Houghtailing Street to Palama Street
 215 Route 98, Olomea Street
 216 Houghtailing Street to Palama Street
 217 Route 7601, Old Waialae Road (Kapiolani Interchange)
 218 Kapiolani Boulevard to North King Street
 219 Route 7801, Waialae Avenue
 220 17th Avenue to Kilauea Avenue
 221 *Route H-1, Middle Street (7415) to Ainakoa Avenue
 222 Route H-3, Haiku Portal of Harano Tunnel to Kaneohe Marine Corp Base
 223 Bingham Street
 224 Punahou Street to Vicinity of Isenberg Street
 225 Funchal Street
 226 Pauoa Road to Pali Highway (61)
 227 Kapahulu Avenue
 228 Harding Avenue to Kapiolani Boulevard
 229 Keeaumoku Street
 230 Kinau Street to Kaihee Street
 231 Kokohead Avenue
 232 Harding Avenue to Pahoa Avenue
 233 Lunalilo Street
 234 Ernest Street to Keeaumoku Street
 235 McCully Street
 236 Beretania Street to Dole Street
 237 Metcalf Street
 238 Dole Street to Alexander Street
 239 Papaku Place
 240 Near Piikoi/H-1 On-Ramp (East)
 241 South King/ Harding Avenue
 242 Waialae Avenue (near Humane Society) to Second Avenue
 243 Waiaka Road
 244 Waiaka Place to Kapiolani Boulevard
 245 Waokanaka Street
 246

247 *Note: Night work is required. Refer to Section 110.04 – Safety and
 248 Convenience
 249

110.04 Safety and Convenience. The Contractor shall at all times conduct his work to assure the least possible obstruction to public traffic. The Safety and convenience of the general public and the protection of persons and property is of utmost importance, and the Contractor shall provide appropriate traffic control and safety measures. The Contractor and his employees shall treat members of the public in a fair and polite manner. Workers shall present a professional appearance and conduct themselves in a professional manner at all times.

All Traffic Control and safety measures shall be done in Conformance with the "Administrative Rules of Hawaii Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways" adopted by the Director of Transportation, and the current U.S. Federal Highway Administration "Manual on Uniform Traffic Control Devices (MUTCD), 2003 Edition, including Revision 1 dated August 31, 2004. Costs for traffic control shall include set-up and removal of all signs, cones, delineators, barricades, flag persons, police officers, arrow boards, etc., and shall be included in the sign replacement proposal price. See Section 645 – Traffic Control Devices.

Do not close traffic lanes or slow down traffic during the following peak hours:

Morning Peak Hours	6:00 A.M. to 8:30 A.M.
Afternoon Peak Hours	3:00 P.M. to 6:00 P.M.

Morning Peak Hours from 6:00 A.M. to 9:00 A.M. shall be observed for Interstate Routes H-2 and H-3, Likelike and Pali Highways, Nimitz Highway/ Ala Moana Boulevard, and Fort Weaver Road.

Above peak hours are daily except Saturdays, Sundays and holidays.

Night work is required for Interstate Route H-1 (from Palailai Interchange to Ainakoa Avenue). The night work hours are from 10:00 P.M. to 4:30 A.M. Areas 1 and 4 are affected.

The Contractor must notify all private property owners in the vicinity where pavement repair is performed in the event that the work may hinder access to their property. The Contractor must also secure permission prior to entering private property to do pavement repair, if any.

The Contractor shall remove debris daily and shall leave the work site in a condition equal to or cleaner than prior to commencing work. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract.

110.05 Hours of Operation. The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order. Normal working days and hours for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays.

Refer to Section 645 – Work Zone Traffic Control. Authorized Highways personnel will contact the Contractor to schedule work, as needed. All services requested after normal work hours may be charged in accordance with Subsection 107.04 – Overtime and Night Work.

110.06 Disposal of Debris. The Contractor shall be responsible for all hauling and dump fees and shall include the cost of these items in his bid. Any unauthorized or illegal disposal is grounds for termination of the contract.

110.07 Work Orders. Prepare a work order (Figure 3) for each pavement repair or group of pavement repairs in the same location. The work order shall also include the construction time schedule. At certain work sites, erosion control plans or BMP plans will requested by the Engineer. Submit the work order for approval to the Highways Division Field Engineer, Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819. Work shall not be performed unless the Contractor receives an approved work order. The Engineer or his representative shall authorize any increases in total price.

110.08 Basis of Payment. Payment shall be made by purchase order. The Contractor shall submit monthly progress payments to the Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered. (See Subsection 109.08 - Progress Payments)."

END OF SECTION 110

1 **SECTION 312 – HOT MIX GLASSPHALT BASE COURSE**
2

3 Make the following amendment to said Section:
4

5 **(I)** Amend **Subsection 312.04 – Measurement** from lines 116 to 117 to
6 read:

7
8 **“312.04 Measurement.** The Engineer will not measure HMGB course
9 for payment.”

10 **(II)** Amend **Subsection 312.05 – Payment** from lines 119 to 138 to read:

11
12 **“312.05 Payment.** The Engineer will not pay for the accepted HMGB
13 course separately. The Engineer will consider the cost for the HMGB
14 course as included in the contract price of the various contract items in
15 Section 414 – Reconstruction of Weakened Pavement Areas.”

16
17
18
19
20 **END OF SECTION 312**

1 **SECTION 401 – HOT MIX ASPHALT (HMA) PAVEMENT**

2
3 Make the following amendment to said Section:

4
5 (I) Amend **Subsection 401.04 – Measurement** from lines 597 to 603 to read:

6
7 **"401.04 Measurement.** The Engineer will measure asphalt concrete
8 pavement per square yard."

9 (II) Amend **Subsection 401.05 – Payment** from lines 605 to 615 to read:

10
11 **"401.05 Payment.** The Engineer will pay for the accepted asphalt concrete
12 pavement at the contract unit price per square yard complete in place.

13 The price includes full compensation for preparing the surface; cold planing;
14 removing and disposing of all existing raised pavement markers and traffic tapes;
15 furnishing the asphalt concrete pavement; spreading, furnishing, applying, and
16 protecting the tack coat; compacting, and finishing the asphalt concrete
17 pavement; sampling; protecting the pavement; installing temporary pavement
18 markings; and furnishing the labor, materials, tools, equipment, and
19 incidentals necessary to complete the work.

20 The Engineer will make payment under:

21 Pay Item	Pay Unit
22 ___ HMA Pavement, Mix No. ___	Square Yard

23
24
25 **END OF SECTION 401**
26

1 **SECTION 414 – RECONSTRUCTION OF WEAKENED PAVEMENT AREAS**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Subsection 414.03 – Construction** by adding the following paragraphs
6 to read as follows:

7
8 “The depth of excavation for reconstruction shall be the reconstruction thickness
9 shown in the contract or as ordered by the Engineer. Consider the depth of
10 excavation for reconstruction to be equal to the thickness of the new pavement
11 section if the contract shows no depth. Reconstruct the excavated areas
12 according to Section 301 – Hot Mix Asphalt Base Course.

13 Backfill and thoroughly compact unauthorized excavation below the required
14 bottom grade with suitable material at no cost to the State. The finished bottom
15 grade immediately before placing subsequent material thereon shall have a
16 relative compaction of not less than 95 percent for a depth of 6 inches.”

17 **(II) Amend Subsection 414.04 – Measurement** from lines 28 to 29 to read:

18
19 **“414.04 Measurement.** The Engineer will measure excavation for
20 reconstruction of weakened pavement areas per square yard as determined by the
21 Engineer.”

22
23 **(III) Amend Subsection 414.05 – Payment** from lines 31 to 57 to read:

24
25 **“414.05 Payment.** The Engineer will pay for the accepted excavation of
26 weakened pavement areas at the contract unit price per square yard. The
27 price includes full compensation for removing and disposing of all existing raised
28 pavement markers and traffic tapes; excavating; saw cutting; compacting the
29 bottom grade; backfilling and compacting HMGB; furnishing the asphalt
30 concrete pavement; spreading, furnishing, applying, and protecting the tack
31 coat; compacting and finishing the asphalt concrete pavement; sampling;
32 protecting the pavement; installing temporary pavement markings; disposing
33 excavated materials; and furnishing equipment, tools, materials, labor, and
34 incidentals necessary to complete the work.

35 The Engineer will make payment under:

36 Pay Item	Pay Unit
37 Excavation of Weakened Pavement Areas	Square Yard”

38
39 **END OF SECTION 414**

1 **SECTION 415 – COLD PLANING OF EXISTING PAVEMENT**
2

3 Make the following amendment to said Section:
4

5 **(I) Amend Subsection 415.03 – Construction** to add the following:

6 **“(C) Saw Cutting.”** Saw cut the existing pavement areas before cold
7 planing.
8

9 **(II) Amend Subsection 415.04 – Measurement** from lines 67 to 68 to read:

10 **“415.04 Measurement.”** The Engineer will not measure cold planing
11 for payment.”
12

13 **(III) Amend Subsection 415.05 – Payment** from lines 70 to 79 to read:

14
15 **“415.05 Payment.”** The Engineer will not pay for the accepted cold
16 planing separately. The Engineer will consider the cost for cold planing
17 in the contract price of the various contract items in Section 401 – Hot Mix
18 Asphalt (HMA) Pavement.”
19

20
21 **END OF SECTION 415**

SECTION 629 - PAVEMENT MARKINGS

Make the following amendments to said Section:

(I) Amend **Subsection 629.03(B) – Temporary Pavement Markings** by revising the third paragraph from line 62 to 63 to read:

“Maintain and replace temporary pavement markings, flexible delineators, and barricades. ”

(II) Amend **Table 629.03 – 1 – Temporary Pavement Markings** to read as follows:

“TABLE 629.03-1 TEMPORARY PAVEMENT MARKINGS	
TYPE	PAVEMENT MARKINGS
Passing Permitted - Both Sides	Single 4-inch yellow stripe 5 feet in length spaced 20 feet on center with Type D markers spaced 40 feet on center and located on center of 5-foot length of stripe.
Passing Prohibited - Both Sides	Double solid 4-inch yellow stripes with Type D markers placed 20 feet on center on one of 4-inch yellow stripes selected by the Engineer.
Passing Permitted - One Side Only	Single continuous 4-inch yellow stripe with Type D markers placed on stripe 20 feet on center on no-passing side and single 4-inch yellow stripes 5 feet in length spaced 20 feet on center on passing side.
Lane Lines - Lane Changing Permitted	Single 4-inch yellow or white stripe 5 feet in length spaced 20 feet on center with Type C or Type D markers spaced 40 feet on center.
Lane Lines - Lane Changing Prohibited	Double solid 4-inch white stripes with Type C markers placed 20 feet on center on one of the 4-inch white stripes selected by the Engineer.
Crosswalk	Two 12-inch white transverse lines spaced 8 feet on center or as ordered by the Engineer.
Stop Line	Single 12-inch white transverse line.
Note: Paint may be used for temporary markings in areas where final paving is not complete.”	

(III) Amend **Subsection 629.04 – Measurement** by revising the lines 292 to 294 to read as follows:

18 **"629.04 Measurement.** The Engineer will not measure for
19 furnishing and installing pavement striping, pavement markers, detour
20 pavement striping, curb markings, temporary pavement markings,
21 flexible delineator posts with reflector markers, Type I Barricades,
22 temporary signs, crosswalk marking, pavement arrows, pavement
23 words, pavement symbols and removing pavement markings for
24 payment."

25
26 **(IV) Amend Subsection 629.05 – Payment** by revising lines 296 to 330 to
27 read as follows:

28
29 **"629.05 Payment.** The Engineer will not pay for the accepted
30 pavement marking items separately. The Engineer will consider the
31 cost for pavement marking in the contract price of the various contract
32 items in Section 401 – Hot Mix Asphalt Pavement. The cost includes
33 full compensation for maintaining, replacing, and eventually removing the
34 temporary pavement markings, flexible delineators and barricades; and
35 furnishing labor, materials, equipment, tools, and incidentals necessary
36 to complete the work.

37
38 The Engineer will not pay for the accepted removal of existing
39 pavement markings separately. The Engineer will consider the cost for
40 the removal of existing pavement markings as included in the contract
41 price of the various items in Section 401 – Hot Mix Asphalt Pavement.
42 The cost includes full compensation for removing the existing pavement
43 markings, and furnishing labor, materials, equipment, tools, and
44 incidentals necessary to complete the work."

45
46 **END OF SECTION 629**

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1 **SECTION 717 – CULLET AND CULLET-MADE MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 717.01 – Cullet and Cullet-Aggregate Mixtures as**
6 **Construction Materials** by revising the third paragraph from line 16 to 20 to

7 read:
8
9 “Debris shall not exceed values specified in Tables 717.02-1 - Cullet in
10 Roadway Applications, 717.03-1 - Cullet in Utility Applications, and 717.04-1 -
11 Cullet in Drainage Applications. Debris is defined as deleterious material that
12 includes plastics, papers, and non-ceramic constituents of cullet. Hazardous
13 material will not be allowed in cullet such as but not limited to, TV or other
14 cathode ray tubes, fluorescent light bulbs, and any toxic or hazardous materials.
15 Test cullet stockpile for toxic or hazardous materials every 90 days and submit
16 the results to the Engineer.”

17
18 **(II) Amend Subsection 717.01 – Cullet and Cullet-Aggregate Mixtures as**
19 **Construction Materials** by adding the following paragraph after line 21:

20
21 “Cullet shall not be used in concrete.”

22
23 **(III) Amend Table 717.03-1 – Cullet in Utility Applications** from line 37 to
24 line 39 to read:

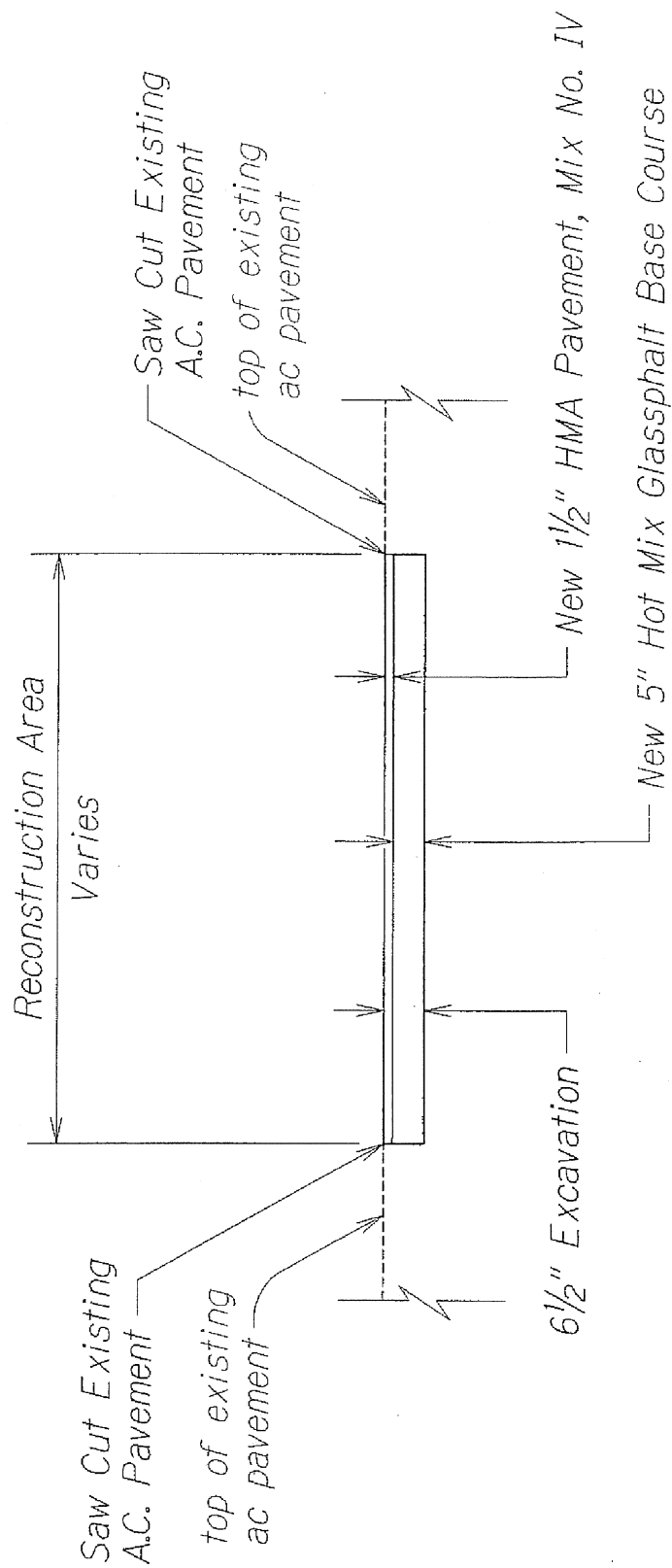
25

TABLE 717.03-1 - CULLET IN UTILITY APPLICATIONS		
Utility Trench Bedding and Backfill Applications	Maximum Cullet Content (Percent By Weight)	Maximum Debris Level (Percent By Weight Of Cullet)
Sewer Pipes	25	0.3
Electrical Conduits	25	0.3
Fiber Optic Lines	25	0.3

(IV) Amend Table 717.04-1 – Cullet in Drainage Applications from line 47 to line 49 to read:

TABLE 717.04-1 - CULLET IN DRAINAGE APPLICATIONS		
Drainage Fill Applications	Maximum Cullet Content (Percent By Weight)	Maximum Debris Level (Percent By Weight Of Cullet)
Retaining Walls	25	0.2
Foundation Drains	25	0.2
Drainage Blankets	25	0.2
French Drains	25	0.2

END OF SECTION 717



TYPICAL RECONSTRUCTION AREA

Not to Scale

AREA 2

ROUTE 76	FORT WEAVER ROAD
ROUTE 93	FARRINGTON HIGHWAY
ROUTE 99	FARRINGTON HIGHWAY
ROUTE 750	KUNIA ROAD
ROUTE 901	FORT BARRETTE ROAD
ROUTE 7101	FARRINGTON HIGHWAY
ROUTE 7110	FARRINGTON HIGHWAY
ROUTE 7141	IROQUOIS ROAD
ROUTE 7142	WAIPAHU STREET

AREA 1

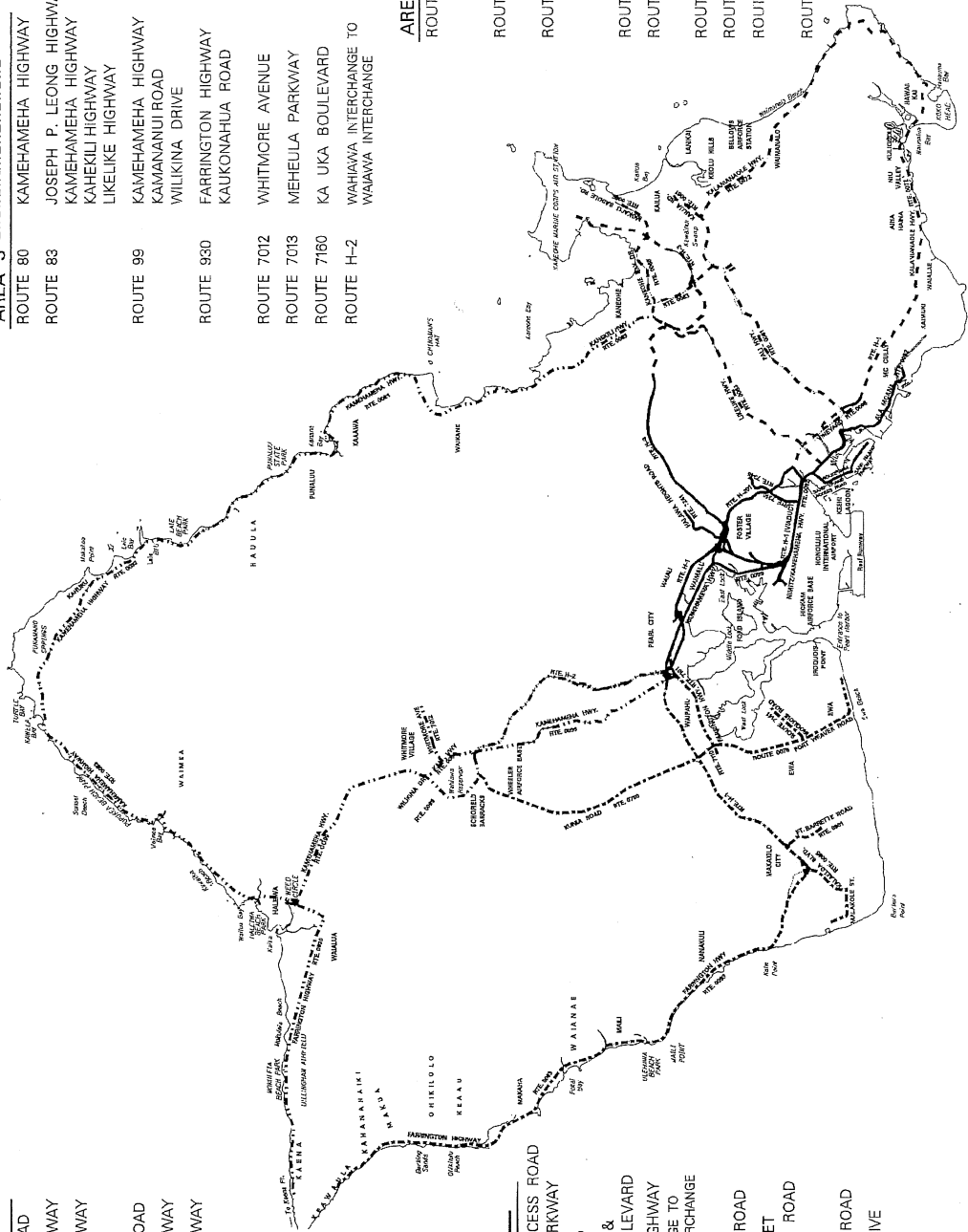
ROUTE 64	SAND ISLAND ACCESS ROAD
ROUTE 78	SAND ISLAND PARKWAY
ROUTE 92	MOANALUA ROAD
ROUTE 99	NIMITZ HIGHWAY & ALA MOANA BOULEVARD
ROUTE 7239	KAMEHAMEHA HIGHWAY WAIKAWA INTERCHANGE TO PEARL HARBOR INTERCHANGE
ROUTE 7241	ULUNE STREET
ROUTE 7310	HALAWA VALLEY ROAD
ROUTE 7345	KAHUAPAANI STREET
ROUTE 7350	HALAWA HEIGHTS ROAD
ROUTE 7351	PUULOLO ROAD
ROUTE 7413	JARRETTE WHITE ROAD
ROUTE 7415	BOUGAINVILLE DRIVE
ROUTE H-1	RADFORD DRIVE
ROUTE H-3	LILIHA STREET
ROUTE 14201	MIDDLE STREET
	WAIKAWA INTERCHANGE TO KAHUKUI INTERCHANGE
	HALAWA INTERCHANGE TO HALAWA PORTAL OF HAFANO TUNNEL
	MOANALUA FREEWAY

AREA 3

ROUTE 80	KAMEHAMEHA HIGHWAY
ROUTE 83	JOSEPH P. LEONG HIGHWAY
ROUTE 99	KAMEHAMEHA HIGHWAY
ROUTE 930	KAMAHANUI ROAD WILKINA DRIVE
ROUTE 7012	WHITMORE AVENUE
ROUTE 7013	MEHEULA PARKWAY
ROUTE 7180	KA UKA BOULEVARD
ROUTE H-2	WAIKAWA INTERCHANGE TO WAIKAWA INTERCHANGE

AREA 4

ROUTE 61	PALI HIGHWAY
ROUTE 63	KALANIANA'OLE HIGHWAY
ROUTE 65	KAILUA ROAD
ROUTE 72	KALIHI STREET
ROUTE 98	LIKELIKE HIGHWAY
ROUTE 7601	KANEHOE BAY DRIVE
ROUTE 7801	MOKAPU SADDLE ROAD
ROUTE H-1	MOKAPU BOULEVARD
ROUTE H-3	KALANIANA'OLE HIGHWAY
	VINEYARD BOULEVARD, HALONA STREET, OLOMEA STREET
	OLD WAIALAE ROAD
	WAIALAE AVENUE
	MIDDLE STREET TO ANAKOIA AVENUE
	HAUKU PORTAL OF HARANO TUNNEL TO KANEHOE MARINE CORP BASE



ISLAND OF OAHU

Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets. This map does not show all Hawaii Department of Transportation Jurisdiction as stated in Section 110.03 - Areas of Coverage.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

COMPLAINT/REQUEST

Tracking Number:

Time:

Date:

Name:

Company Name

Address:

City:

Zip Code:

Phone

Home:

Business:

Complaints:

Area:

Route:

Loc.:

Remarks:

Route Name:

Call Rec. By:

Ref. To:

Act. taken:

Comp. date:

Sign:

Ref. W/O:

Tort:

Requirement 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).

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) and (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 one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. [§§104-1(5), 104-2(c), HRS]

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 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.
- 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]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain:
 - the name and home address of each employee
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - actual wages paid
 - date of payment
- Records shall be made available for inspection by the contracting agency, the Department of Labor and Industrial Relations, and any of its authorized representatives, who may also interview employees during working hours on the job. [§104-3(b), HRS]

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 and Trainees

- In order to be paid apprentice or trainee rates, apprentices and trainees must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the Department of Labor and Industrial Relations, Workforce Development Division. [§12-22-6(1), HAR]
- The number of apprentices or trainees on any public work in relation to the number of journey workers in the same craft classification as the apprentices or trainees employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship or trainee standards registered with or recognized by the Department of Labor and Industrial Relations. A registered or recognized apprentice receiving the journey worker rate will not be considered a journey worker for the purpose of meeting the ratio requirement. [§12-22-6(2), 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:
 - First Violation: Equal to 10% of back wages found due or \$25 per offense, whichever is greater.
 - Second Violation: Equal to amount of back wages found due or \$100 per each offense, whichever is greater.
 - Third Violation: Equal to two times the amount of back wages found due or \$200 for each offense, 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 two years of the **second notification of violation**.
- 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]
- 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 as provided in Section 104-22(b), HRS. [§104-3(c)]
- 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 \$1,000 per project, and \$100 per day thereafter, for interference or delay. [§104-22(b)]
- 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)]

For additional information, visit the department's website at <http://dlir.state.hi.us/> or contact any of the following DLIR offices:

Oahu (Wage Standards Division)	586-8777
Maui	243-5322
Hilo	974-6464
West Hawaii	322-4808
Kauai	274-3351

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
HONOLULU, HAWAII

P R O P O S A L

6/02/98

**PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

PROJECT: PAVEMENT REPAIR AT VARIOUS LOCATIONS

PROJECT NO.: HWY-OM-2011-37

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

DBE PROJECT GOAL: None Specified

DESIGN PROJECT MANAGER:

NAME: CHRISTINE YAMASAKI
ADDRESS: 601 KAMOKILA BLVD., ROOM 609
KAPOLEI, HAWAII 96707
PHONE NO.: (808) 692-7572
EMAIL: christine.yamasaki@hawaii.gov
FAX NO.: (808) 692-7590

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 1032D-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, and the Contract and Bond Forms

The undersigned further agrees that if this proposal is accepted and the contract awarded, the bidder shall, prior to payment of the final estimate, execute the attached Certification of Compliance for Final Payment form (SPO Form-22).

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of \$6,250 per Area, 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.

PREFERENCES for AREA 1

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 Sections 103D-1002, HRS, 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	\$		\$
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation (Maui)	\$		\$
		CTS Earthmoving, Inc.	\$		\$
		Delta Construction Corporation	\$		\$
		Edwin Deluz Trucking & Gravel LLC	\$		\$
		Goodfellow Bros, Inc.	\$		\$
		Grace Pacific (Oahu2)	\$		\$
		Hawaiian Cement	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Kauai Aggregates	\$		\$
		Sanford's Service Center, Inc.	\$		\$
		Tileco, Inc.	\$		\$
		West Hawaii Concrete	\$		\$
		Yamada and Sons, Inc.	\$		\$
Aggregates – Recycled Asphalt and Concrete		Glover Honsador	\$		\$
		Grace Pacific (Oahu2)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
Asphalt and Paving Materials		Black Maui Rose LLC	\$		\$
		Black Plumeria LLC	\$		\$
		Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)	\$		\$
		Jas. W. Glover, Ltd.	\$		\$

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		(Hawaii) (Kauai)			\$		\$
		Maui Paving LLC			\$		\$
		Walker-Moody Pavement Products & Equipment			\$		\$
		Yamada and Sons, Inc. dba YS Rock and Con-Agg of Hawaii			\$		\$
Coatings – Cementitious Waterproofing					\$		\$
Cement and Concrete Products		Ameron International Corporation			\$		\$
		BOMAT, Ltd.			\$		\$
		Glover Honsador			\$		\$
		Hawaiian Cement			\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)			\$		\$
		Kohala Coast Concrete & Precast LLC			\$		\$
		O. Thronas, Inc.					
		Tileco, Inc.			\$		\$
		West Hawaii Concrete			\$		\$
		Aloha Precast, Inc.			\$		\$
Precast Concrete Products		Ameron International Corporation			\$		\$
		GPRM Prestress LLC			\$		\$
		Hawaii Concrete Products, Inc.			\$		\$
		Kohala Coast Concrete & Precast LLC			\$		\$
		Ramtek Fabrication Co., Inc.			\$		\$
		Walker Industries, Ltd.			\$		\$
Environmental Sewage – Treatment Innovative System (ESIS)		Environmental Waste Management Systems, Inc.			\$		\$
Hot Dip Galvanizing	Septic Tanks	Ameron International Corporation			\$		\$
		Walker Industries, Ltd.			\$		\$
Insulation – Expanded Polystyrene Products		Universal Associates, Inc.			\$		\$
Grouts and Adhesives – Ceramic Tile					\$		\$

Metal Roofing and Flashing – Preformed				\$	\$
Pipes – Aluminum and Galvanized				\$	\$
	Pipes - Miscellaneous	Ameron International Corporation		\$	\$
Aluminum Floating Dock – Misc.		Bluewater Marine and Dock Specialties		\$	\$
Playground Surfaces, etc.		Innovative Playgrounds and Recreation, Inc.		\$	\$
Signs – Traffic, Regulatory & Construction		GP Roadway Solutions, Inc.		\$	\$
		Safety Systems Hawaii, Inc.		\$	\$
Soil Amendments, Mulch, Compost		Kauai Nursery & Landscaping, Inc.		\$	\$
		Sanford's Service Center, Inc.		\$	\$
Compost Filter		EnviroTech BioSolutions Hawaii, Inc.		\$	\$
Windows and Doors – Rigid Vinyl Framed				\$	\$
Wood – Furniture, Casework and Millwork (natural wood finish)				\$	\$
TOTAL FOR AREA 1				\$	\$

PAVEMENT REPAIR AT VARIOUS LOCATIONS
Area 1
Island of Oahu
Project No. HWY-OM-2011-37

PROPOSAL SCHEDULE				
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
401.0400	1-1/2" HMA Pavement, Mix No. IV			
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
401.0500	3" HMA Pavement, Mix No. IV			
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
414.0100	Reconstruction of Weakened Pavement Areas			
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$ _____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$ _____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$ _____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$ _____
645.1000	Electronic Message Board (per day)	1	Each	\$ _____
SUM OF ALL ITEMS FOR COMPARISON OF BIDS - AREA 1				\$ _____

PREFERENCES for AREA 2

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 Sections 103D-1002, HRS, 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 Termitite Barrier		Ameron International Corporation	\$		\$
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation (Maui)	\$		\$
		CTS Earthmoving, Inc.	\$		\$
		Delta Construction Corporation	\$		\$
		Edwin Deluz Trucking & Gravel LLC	\$		\$
		Goodfellow Bros, Inc.	\$		\$
		Grace Pacific (Oahu2)	\$		\$
		Hawaiian Cement	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Kauai Aggregates	\$		\$
		Sanford's Service Center, Inc.	\$		\$
		Tileco, Inc.	\$		\$
		West Hawaii Concrete	\$		\$
		Yamada and Sons, Inc.	\$		\$
Aggregates – Recycled Asphalt and Concrete		Glover Honsador	\$		\$
		Grace Pacific (Oahu2)	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
Asphalt and Paving Materials		Black Maui Rose LLC	\$		\$
		Black Plumeria LLC	\$		\$
		Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)	\$		\$
		Jas. W. Glover, Ltd.	\$		\$

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P-12

r10/15/10

Metal Roofing and Flashing – Preformed				\$	\$
Pipes – Aluminum and Galvanized				\$	\$
	Pipes - Miscellaneous		Ameron International Corporation	\$	\$
Aluminum Floating Dock – Misc.			Bluewater Marine and Dock Specialties	\$	\$
Playground Surfaces, etc.			Innovative Playgrounds and Recreation, Inc.	\$	\$
Signs – Traffic, Regulatory & Construction			GP Roadway Solutions, Inc.	\$	\$
			Safety Systems Hawaii, Inc.	\$	\$
Soil Amendments, Mulch, Compost			Kauai Nursery & Landscaping, Inc.	\$	\$
			Sanford's Service Center, Inc.	\$	\$
Compost Filter			EnviroTech BioSolutions Hawaii, Inc.	\$	\$
Windows and Doors – Rigid Vinyl Framed				\$	\$
Wood – Furniture, Casework and Millwork (natural wood finish)				\$	\$
TOTAL FOR AREA 2				\$	\$

PAVEMENT REPAIR AT VARIOUS LOCATIONS
Area 2
Island of Oahu
Project No. HWY-OM-2011-37

PROPOSAL SCHEDULE				
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
401.0400	1-1/2" HMA Pavement, Mix No. IV			
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
401.0500	3" HMA Pavement, Mix No. IV			
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
414.0100	Reconstruction of Weakened Pavement Areas			
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$ _____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$ _____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$ _____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$ _____
645.1000	Electronic Message Board (per day)	1	Each	\$ _____
SUM OF ALL ITEMS FOR COMPARISON OF BIDS - AREA 2				\$ _____

PREFERENCES for AREA 3

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 Sections 103D-1002, HRS, 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	\$		\$
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation (Maui)	\$		\$
		CTS Earthmoving, Inc.	\$		\$
		Delta Construction Corporation	\$		\$
		Edwin Deluz Trucking & Gravel LLC	\$		\$
		Goodfellow Bros, Inc.	\$		\$
		Grace Pacific (Oahu2)	\$		\$
		Hawaiian Cement	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Kauai Aggregates	\$		\$
		Sanford's Service Center, Inc.	\$		\$
		Tileco, Inc.	\$		\$
		West Hawaii Concrete	\$		\$
Aggregates – Recycled Asphalt and Concrete		Yamada and Sons, Inc.	\$		\$
		Glover Honsador	\$		\$
		Grace Pacific (Oahu2)	\$		\$
Asphalt and Paving Materials		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Black Maui Rose LLC	\$		\$
		Black Plumeria LLC	\$		\$
		Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)	\$		\$
Jas. W. Glover, Ltd.			\$		\$

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		(Hawaii) (Kauai)			\$	\$
		Maui Paving LLC			\$	\$
		Walker-Moody Pavement Products & Equipment			\$	\$
		Yamada and Sons, Inc. dba YS			\$	\$
		Rock and Con-Agg of Hawaii			\$	\$
Coatings – Cementitious Waterproofing					\$	\$
Cement and Concrete Products		Ameron International Corporation			\$	\$
		BOMAT, Ltd.			\$	\$
		Glover Honsador			\$	\$
		Hawaiian Cement			\$	\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)			\$	\$
		Kohala Coast Concrete & Precast LLC			\$	\$
		O. Thronas, Inc.			\$	\$
Precast Concrete Products		Tileco, Inc.			\$	\$
		West Hawaii Concrete			\$	\$
		Aloha Precast, Inc.			\$	\$
		Ameron International Corporation			\$	\$
		GPRM Prestress LLC			\$	\$
		Hawaii Concrete Products, Inc.			\$	\$
		Kohala Coast Concrete & Precast LLC			\$	\$
Environmental Sewage – Treatment Innovative System (ESIS)		Ramtek Fabrication Co., Inc.			\$	\$
		Walker Industries, Ltd.			\$	\$
		Environmental Waste Management Systems, Inc.			\$	\$
	Septic Tanks	Ameron International Corporation			\$	\$
		Walker Industries, Ltd.			\$	\$
		Universal Associates, Inc.			\$	\$
					\$	\$
Hot Dip Galvanizing					\$	\$
Insulation – Expanded Polystyrene Products					\$	\$
Grouts and Adhesives – Ceramic Tile					\$	\$

Metal Roofing and Flashing – Preformed				\$	\$
Pipes – Aluminum and Galvanized				\$	\$
	Pipes - Miscellaneous		Ameron International Corporation	\$	\$
Aluminum Floating Dock – Misc.			Bluewater Marine and Dock Specialties	\$	\$
Playground Surfaces, etc.			Innovative Playgrounds and Recreation, Inc.	\$	\$
Signs – Traffic, Regulatory & Construction			GP Roadway Solutions, Inc.	\$	\$
			Safety Systems Hawaii, Inc.	\$	\$
Soil Amendments, Mulch, Compost			Kauai Nursery & Landscaping, Inc.	\$	\$
			Sanford's Service Center, Inc.	\$	\$
Compost Filter			EnviroTech BioSolutions Hawaii, Inc.	\$	\$
Windows and Doors – Rigid Vinyl Framed				\$	\$
Wood – Furniture, Casework and Millwork (natural wood finish)				\$	\$
TOTAL FOR AREA 3				\$	\$

PAVEMENT REPAIR AT VARIOUS LOCATIONS
Area 3
Island of Oahu
Project No. HWY-OM-2011-37

PROPOSAL SCHEDULE				
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
401.0400	1-1/2" HMA Pavement, Mix No. IV			
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
401.0500	3" HMA Pavement, Mix No. IV			
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
414.0100	Reconstruction of Weakened Pavement Areas			
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$ _____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$ _____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$ _____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$ _____
645.1000	Electronic Message Board (per day)	1	Each	\$ _____
SUM OF ALL ITEMS FOR COMPARISON OF BIDS - AREA 3				\$ _____

PREFERENCES for AREA 4

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 Sections 103D-1002, HRS, 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	\$		\$
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation (Maui)	\$		\$
		CTS Earthmoving, Inc.	\$		\$
		Delta Construction Corporation	\$		\$
		Edwin Deluz Trucking & Gravel LLC	\$		\$
		Goodfellow Bros, Inc.	\$		\$
		Grace Pacific (Oahu2)	\$		\$
		Hawaiian Cement	\$		\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Kauai Aggregates	\$		\$
		Sanford's Service Center, Inc.	\$		\$
		Tileco, Inc.	\$		\$
		West Hawaii Concrete	\$		\$
Aggregates – Recycled Asphalt and Concrete		Yamada and Sons, Inc.	\$		\$
		Glover Honsador	\$		\$
		Grace Pacific (Oahu2)	\$		\$
Asphalt and Paving Materials		Jas. W. Glover, Ltd. (Hawaii) (Kauai)	\$		\$
		Black Maui Rose LLC	\$		\$
		Black Plumeria LLC	\$		\$
		Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)	\$		\$
		Jas. W. Glover, Ltd.	\$		\$

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		(Hawaii) (Kauai)			
		Maui Paving LLC		\$	\$
		Walker-Moody Pavement Products & Equipment		\$	\$
		Yamada and Sons, Inc. dba YS Rock and Con-Agg of Hawaii		\$	\$
Coatings – Cementitious Waterproofing				\$	\$
Cement and Concrete Products		Ameron International Corporation		\$	\$
		BOMAT, Ltd.		\$	\$
		Glover Honsador		\$	\$
		Hawaiian Cement		\$	\$
		Jas. W. Glover, Ltd. (Hawaii) (Kauai)		\$	\$
		Kohala Coast Concrete & Precast LLC		\$	\$
		O. Thronas, Inc.		\$	\$
		Tileco, Inc.		\$	\$
		West Hawaii Concrete		\$	\$
		Aloha Precast, Inc.		\$	\$
Precast Concrete Products		Ameron International Corporation		\$	\$
		GPRM Prestress LLC		\$	\$
		Hawaii Concrete Products, Inc.		\$	\$
		Kohala Coast Concrete & Precast LLC		\$	\$
		Ramtek Fabrication Co., Inc.		\$	\$
		Walker Industries, Ltd.		\$	\$
		Environmental Waste Management Systems, Inc.		\$	\$
Environmental Sewage – Treatment Innovative System (ESIS)					
	Septic Tanks	Ameron International Corporation Walker Industries, Ltd.		\$	\$
		Universal Associates, Inc.		\$	\$
Hot Dip Galvanizing				\$	\$
Insulation – Expanded Polystyrene Products				\$	\$
Grouts and Adhesives – Ceramic Tile				\$	\$

Metal Roofing and Flashing – Preformed				\$	\$
Pipes – Aluminum and Galvanized				\$	\$
	Pipes - Miscellaneous		Ameron International Corporation	\$	\$
Aluminum Floating Dock – Misc.			Bluewater Marine and Dock Specialties	\$	\$
Playground Surfaces, etc.			Innovative Playgrounds and Recreation, Inc.	\$	\$
Signs – Traffic, Regulatory & Construction			GP Roadway Solutions, Inc.	\$	\$
			Safety Systems Hawaii, Inc.	\$	\$
Soil Amendments, Mulch, Compost			Kauai Nursery & Landscaping, Inc.	\$	\$
			Sanford's Service Center, Inc.	\$	\$
Compost Filter			EnviroTech BioSolutions Hawaii, Inc.	\$	\$
Windows and Doors – Rigid Vinyl Framed				\$	\$
Wood – Furniture, Casework and Millwork (natural wood finish)				\$	\$
TOTAL FOR AREA 4				\$	\$

PAVEMENT REPAIR AT VARIOUS LOCATIONS
Area 4
Island of Oahu
Project No. HWY-OM-2011-37

PROPOSAL SCHEDULE				
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
401.0400	1-1/2" HMA Pavement, Mix No. IV			
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
401.0500	3" HMA Pavement, Mix No. IV			
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
414.0100	Reconstruction of Weakened Pavement Areas			
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$ _____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$ _____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$ _____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$ _____
645.1000	Electronic Message Board (per day)	1	Each	\$ _____
SUM OF ALL ITEMS FOR COMPARISON OF BIDS - AREA 4				\$ _____

The "SUM OF ALL ITEMS FOR COMPARISON OF BIDS" will determine the lowest responsible bidder.

Notes:

1. Bid prices are for travel time, mileage and furnishing all labor, tools, traffic controls, all, applicable taxes, fees and equipment necessary for all work shown and called for in accordance with the true intent and meaning of the specifications.
2. Bidder may bid on any or all groups. To be considered, bidder must submit a bid for all items within a group.
3. Any contract which is awarded shall be an open-ended contract since the exact value of work to be performed during the contract period cannot be determined beforehand. The unit price for each item of work on any particular work order shall be that which corresponds to the quantity of work for that item actually performed for each work order.
4. As indicated in the Proposal Schedules, all bid items are divided into payment categories, depending upon the quantities of work. The payment category for each bid item shall be based upon the sum total of all work and materials required to perform the required repairs which are issued on a "single work order." A single work order shall be a work order submitted by the Contractor for work that can be performed by the Contractor without relocating a distance of more than 3,000 feet between any two adjacent repair locations.

SURETY BID BOND

Bond No. _____

KNOW 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 _____, _____

(Seal) _____
Name of Principal (Offeror)

Signature

Title

(Seal) _____
Name of Surety

Signature

Title

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 Final Payment

2/09/04

C O N T R A C T

THIS AGREEMENT, made this _____ day _____ 20_____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE," and _____ whose business and/or post office address is _____

_____ hereafter referred to as "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of _____ DOLLARS (\$ _____) as follows:

which sum shall be provided from the following fund(s):

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal, and plans for _____, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within _____ (_____) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for under the specifications.

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

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of

shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

The CONTRACTOR further agrees to execute the attached non-gratuity affidavit form prior to payment of the final estimate by the STATE.

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

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

STATE OF HAWAII

By _____
Director of Transportation

By _____

By _____

APPROVED AS TO FORM

Deputy Attorney General

PERFORMANCE BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That

(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and

(full legal 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 entered into a Contract with Obligee dated _____
for _____

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 (Offeror)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW 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 Oblige 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 Oblige, 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 Oblige, 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 Oblige, 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)

KNOW 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 Obligees, 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 entered into a Contract with Obligees dated _____
for _____
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 material 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 the bond. If the full amount of the liability of the Surety on the bond is
insufficient to pay the full amount of the claims, then after paying the full amount due to the
Obligee, the remainder shall be distributed pro rata among the Claimants.

Signed and sealed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Offeror)

* _____
Signature

Title

(Seal) _____
Name of Surety

* _____
Signature

Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW 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 Obligees 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 Obligees, 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 Obligees, 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 _____.

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Subscribed and sworn before me
this _____ day of _____.

Notary Public, _____ Judicial
Circuit, State of Hawaii
My Commission Expires: _____

Reference: _____
(Contract Number) (IFB/RFP Number)

SPO Form – 22 (11/03)