## STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

#### JUL 1 9 2018

Date

# ADDENDUM NO. 1 TO INVITATION FOR BIDS

#### IFB-18-HHL-012 WAIOHULI-HIKINA, LOT 29 DRAINAGE IMPROVEMENTS

#### Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Waiohuli-Hikina, Lot 29 Drainage Improvements, IFB-18-HHL-012, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:

> atem

Norman L. Sakamoto, Acting Administrator Land Development Division Department of Hawaiian Home Lands

Please execute and immediately return the receipt below to the Department of Hawaiian Home Lands via facsimile to: (808) 620-9299, Mr. Robert Ing, Land Agent, Land Development Division.

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Receipt of Addendum No. <u>1</u> for the Waiohuli-Hikina, Lot 29 Drainage Improvements, Invitation for Bids No.: IFB-18-HHL-012, is hereby acknowledged.

<u>Signature:</u> Print Name:

Title

Name of Firm/Company

Date

## ADDENDUM NO. 1 IFB NO.: IFB-18-HHL-012 Waiohuli-Hikina, Lot 29, Drainage Improvements

# **INCLUSIONS**

This Addendum No. 1 shall incorporate the following amendments to IFB-18-HHL-012:

- 1. Addendum No. 1 Cover Page;
- 2. Addendum No. 1 Inclusions;
- 3. Pre-Bid Conference Agenda;
- 4. Pre-Bid Conference Attendance Sheets;
- 5. Questions & Answers during and after Pre-Bid Conference and Site Visit, on July 11, 2018, and those submitted to DHHL via E-mail by the due date for 'Questions' on July 16, 2018;
- Construction Plans {Revised}
   (These revised Construction Plans replaces in its entirety the original plans published on the State's HANDS website for IFB-18-HHL-012, on July 2, 2018; And,
- Bid Offer Form {Revised}
   (This revised Bid Offer Form replaces the original Bid Offer Form in IFB-18-HHL-012 published on the State's HANDS website, on July 2, 2018).

# Waiohuli-Hikina, Lot 29 Drainage Improvements (IFB-18-HHL-012)

## **Pre-bid Conference & Site Inspection**

10:00 a.m., Wednesday, July 11, 2018 Waiohuli Community Center 881 Lauie Drive, Kula, Maui 96790

# **AGENDA**

#### 1. INTRODUCTIONS

Department of Hawaiian Home Lands (DHHL)

- Stewart Matsunaga, Project Manager
- Robert Ing, Land Agent
- Nikki Luong, E.I.T., Austin Tsutsumi & Associates, Inc. (ATA)
- Brooks Aoki, Deputy Manager/CM, SSFM International, Inc. (SSFM)
- Cory Uchima, Construction Manager (SSFM)

# 2. PURPOSE OF PRE-BID CONFERENCE

- Project overview and job site visit
- Review procurement requirements
- Clarify bid documents.
- Submittal Schedule (Below). (Also, Pages 1-3, 'Instructions for Bid Submittal').
- **3. SCOPE OF WORK** (Drainage Improvements on Lot 29 (& 32)
  - Clearing & Grubbing.
  - Installation, maintenance, monitoring, and removal of BMP, including silt fence.
  - GRP Ditch and Outlet, and Grass Swale on Lot 29.
  - Concrete wall along portion of existing concrete ditch on Lot 32.
  - Water lateral and concrete jacket

General

- All work must be performed in accordance with the Technical Specifications and Plans included in this IFB.
- All work and responsibilities listed in the Plan's 'General Construction Notes' are incidental to the bid proposal and are made part of this contract.

## 4. **PROCUREMENT REMINDERS**

- This project is not exempt from the General Excise Tax (GET). A line item for the GET is included in Bid Proposal Form, and should be added to the subtotal of bid items, and not the individual prices for each bid item;
- The Apprenticeship Agreement Preference for public works projects shall not apply to this IFB, in accordance with HRS §103-55.6, concerning projects with an estimated value of less than \$250,000.

Waiohuli-Hikina, Lot 29 Drainage Improvements IFB-18-HHL-012 July 11, 2018

- This project is subject to Chapter 104 HRS, Department of Labor and Industrial Relations (DLIR) prevailing wages and salaries;
- After bid opening and prior to award of the contract, DHHL shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawaii Compliance Express (HCE) for the bidder and all subcontractors. Therefore, the bidder and all subcontractors should register with HCE. Instructions for registration are at the HCE website: <a href="http://vendors.ehawaii.gov">http://vendors.ehawaii.gov</a>;
- Failure by the bidder and/or any subcontractor to rectify a non-compliant status within ten business days of notification will be considered as sufficient for the disqualification of the bidder and rejection of its proposal;
- In accordance with the provisions of Chapter 104-25, Hawaii Revised Statutes, there are contractors who have been suspended from doing any work on State or County public work construction project. An updated list can be found at this web link: <a href="http://labor.hawaii.gov/wsd/prevailing-wages-on-public-works/contractors-suspended-under-chapter-104-hawaii-revised-statutues/">http://labor.hawaii.gov/wsd/prevailing-wages-on-public-works/contractors-suspended-under-chapter-104-hawaii-revised-statutues/</a>

# 5. COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

- Time to complete: Ninety (90) calendar days from Notice to Proceed
- Liquidated damages: \$250 per calendar day

# 6. QUESTIONS/ANSWERS ISSUED BY LAST ADDENDA

- A written summary of this pre-bid conference will be issued as an Addendum.
- Requests for clarifications and any questions after this meeting shall be made in writing and faxed to 808-620-9299, no later than 4:00 p.m., July 16, 2018.
- Written answers to questions will be provided to all potential bidders via addenda on the State's HANDS (Hawaii Awards Notice Data System) website; any verbal responses to questions by DHHL and its Consultant shall not be binding.

Link- https://hands.ehawaii.gov/hands/opportunities/opportunity-details/15317

• Interested bidders are responsible to check the HANDS website for the issuance of any addenda up until the due date for bids.

# 7. **DEADLINES** (See table below)

# 8. QUESTIONS AND ANSWERS

**9. SITE INSPECTION TO FOLLOW PRE-BID CONFERENCE,** at 17 Keanuhea Street, Kula, Maui, Hawaii 96790.

# **DEADLINES FOR SUBMITTALS**

# Waiohuli-Hikina, Lot 29 Drainage Improvements IFB-18-HHL-012

SUBMITTAL	DEADLINE
Hawaii Products Preference Request (Form SPO-038)	4:00 P.M., July 16, 2018
Request for Substitutions (See Item H, 'Instructions for Bid Submittal')	4:00 P.M., July 16, 2018
Notice of Intention to Bid	4:00 P.M., July 16, 2018
Written questions (Requests for Clarification)	4:00 P.M., July 16, 2018
Standard Qualification Questionnaire (SPO Form-21) (SQQ's for previous projects are NOT valid)	4:00 P.M., July 20, 2018
Issuance of Last Addendum- * However, interested bidders are required to check the HANDS website for any Addenda issued up until the Bid Opening date.	July 20, 2018
<ul> <li>Bid Opening <ul> <li>Sealed bids due by <u>10:00 A.M., July 31, 2018</u> at the DHHL Maui District Office, at 655 Kaumualii Street, Suite 1, Wailuku, Hawaii 96793, according to its time clock.</li> <li>Bids <u>WILL NOT</u> be accepted at the DHHL's Main Office in Kapolei, Oahu.</li> </ul> </li> <li>Bids will be opened shortly after 10:00 A M and read</li> </ul>	10:00 A.M, July 31, 2018
• Bids will be opened shortly after 10:00 A.M. and read aloud in a designated area to be determined. (Bidders are welcome to attend).	
• Bids submitted after 10:00 A.M., July 31, 2018 will be time-stamped, but not accepted or opened.	
• All the required bid forms are included in the IFB package.	

SIGN-IN SHEET (I of 2)

C		Company Name	Name of Representative	Telephone/Fax	E-mail
	1	KIEWIT	BRYCE PETERSON	808-495- 6244	bryce.petersonekiewit.co
	2	Austin, Tsutsumi 4 Associate	s Nikki Luong	533 - 3646	nluong & ata hawaii. co m
	3	SSFM	Con Uchima	268-8116	cuchimae ssrm.com
	4	OSFIN	POPODKS AOKI	357.4787	baoki@ssfm.com
	5	DHHL	Robert Ing	620-9277	Robert.m. ing@ hawaii.g.
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# SIGN-IN SHEET (2 of 2)

Ŷ	Company Name	Name of Representative	Telephone/Fax	E-mail
1	CEUTRIAL CON	PATRICK BORGE	877 0627	BIZEVBLS @HAWHIAUTCZ, NE
2	ASTRUCKING	JEANY JEMA	1 357-3282	BIZ8VBLS @HAWHIANTCZ, NE æja @ A Ausiion Fre: kkalchuanche Chdoc.com
3	HAWAHAN DREDLING	Kamuela Kalehuauci	k 868-8209	Kkalehuawehe Chdoc.co
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#### ADDENDUM NO. 1 QUESTIONS AT PRE-BID CONFERENCE & SITE VISIT (on July 11, 2018) Waiohuli-Hikina, Lot 29 Drainage Improvements IFB-18-HHL-012

1. Is a construction fence required?

<u>Response</u>: A construction fence is not required for the project as an 8' minimum dust fence is required.

2. Where can the plans be found?

Response: The plans are provided with the Invitation for Bids (IFB) documents on the State's HANDS website. A weblink to the IFB is provided on the 'Notice to Bidders' and another link on page 2 of the Pre-Bid Conference Agenda.

3. What is the size of the lot and is a NPDES permit required due to the grading work that is being done on a lot that is possibly 1 acre or larger?

<u>Response</u>: The lot is approximately 0.66 acres so a NPDES permit is not required for the grading work.

4 Is there a source of water that the contractor can use during construction?

<u>Response</u>: Contractor will be responsible to provide its own construction water.

5. Can the size of the staging area be changed/ or made bigger?

<u>Response</u>: Yes, the staging area can be resized or changed as needed by the Contractor as long as the appropriate BMPs are provided and all staging area shall be located within Lot 29. The contractor will also need to provide details of the changes to the Construction Manager and DHHL.

6. Is a surveyor necessary for the project?

<u>Response</u>: Yes, per General Construction Note No. 7 on drawing C-1, a Hawaii registered professional surveyor is required.

Per SC-05 of the Special Conditions in the IFB's Sample DHHL Contract, "Any surveying services required shall be the responsibility of the contractor and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made."

DHHL Construction General Conditions, 5.9.3.4, in the IFB states, "The Contractor shall provide a surveyor or Civil Engineer licensed in the State of Hawaii to verify and establish all lines, grades, dimensions and elevations."

7. What type of grass is used for hydro-mulch?

<u>Response</u>: Permanent Bermuda ground cover is required per Permanent Erosion Control Measures Note No. 3 on drawing C-1.

#### **POST PRE-BID CONFERENCE QUESTIONS:**

8. 'GRP Ditch' Detail on Sheet C-2 calls out 12" Select Borrow or as required by the engineer. Will over excavation & select borrow backfill be required only if ash is encountered?

<u>Response</u>: If ash is encountered, there is a line item for Allowance for Varying Site Condition.

9. 'Dust Screen With Silt Fence' Detail on Sheet C-5 calls for lumber to be used to build fence. Please confirm that chain link fence with same configuration of silt fence trench is acceptable in lieu of a wood fence.

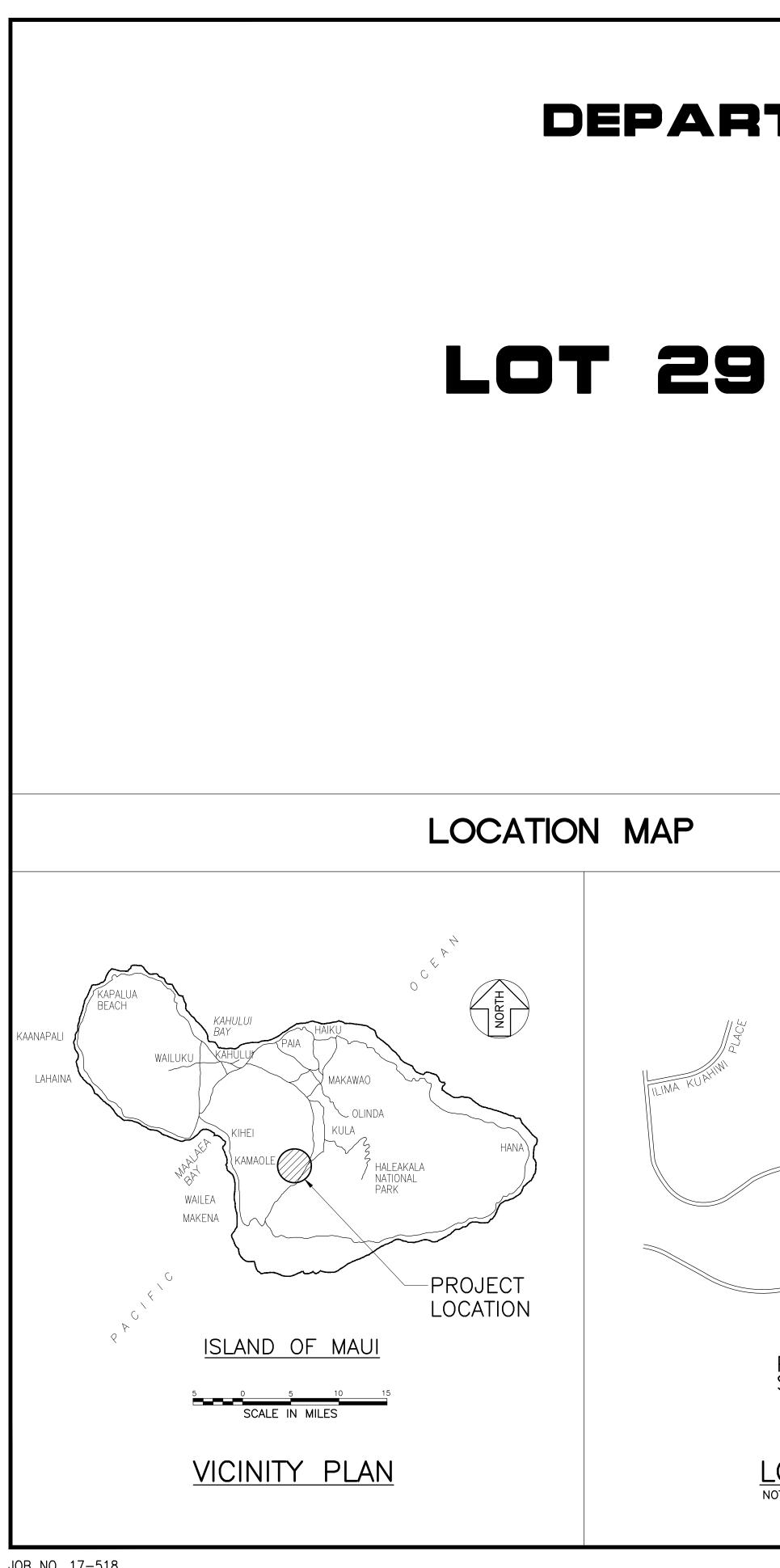
<u>Response</u>: Chain link fence with the same configuration of silt fence trench is acceptable.

10. 'Detail A' on Sheet C-3 requires grout for the drilled holes to set the rebar. Please confirm epoxy grout is acceptable.

<u>Response</u>: Epoxy grout is acceptable.

#### COMMENTS AND OBSERVATIONS DURING SITE VISIT

- 1. Construction Estimate for the project is approximately \$200,000.
- 2. The adjacent lot at the rear of Lot 29 and 30 (Lot 32), has 2 large pit bulls confined within their fenced yard near the concrete ditch. Contractor enters area at own risk and should coordinate construction entry with any adjoining lessees.
- 3. Access to the wall construction site can be done on foot from above, from Ualaheke Akua Place, by walking down the concrete trapezoidal ditch, given adequate notice to adjoining lessees. Contractor has site control of all of Lot 29.



JOB NO. 17-518

# DEPARTMENT OF HAWAIIAN HOME LANDS STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

# LOT 29 DRAINAGE IMPROVEMENTS KULA, MAUI, HAWAII

			INDEX
HENON	SHEET	DRAWING	
QZ	1	T-1	TITLE SHE
	2	C-1	CONSTRU
	3	C-2	PLAN ANI
KAULUWEHI PLACE	4	C-3	PLAN ANI
LAUIE DRIVE	5	C-4	GRADING
	6	C-5	EROSION
KEANUHEA STREET	7	C-6	CROSS S
PROJECT			

# X TO DRAWINGS

DESCRIPTION

HEET AND INDEX

UCTION NOTES

ND PROFILE – GRP DITCH AND 3/4" WATER LATERAL

ND PROFILE - NEW WALL

PLAN

CONTROL PLAN

SECTIONS

FILE POCKET FOLDER SHEET 1 OF 7

ADDENDUM NO. 1 (SHEET 1 OF 7)

	GE	NERAL CONSTRUCTION NOTES		
	1.	ALL CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH THE "HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND PUBLIC WORKS CONSTRUCTION 2005" AS AMENDED, AND THE "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION", DATED SEPTEMBER 1984, AS AMENDED, OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTIES OF	18	. ALL DIMENSIONS AND DETAILS SH CHECKED AND VERIFIED PRIOR TO DISCREPANCIES SHALL BE IMMEDI THE ENGINEER FOR CLARIFICATION
		THE STATE OF HAWAII, THE "STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION STANDARD PLANS" 2008, THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE FOR STREETS AND HIGHWAYS", 2009, AND THE CONSTRUCTION DRAWINGS, DETAILS & SPECIFICATIONS PREPARED FOR THIS PROJECT.	Ε>	ONTRACTOR'S RESPONSIBILITY (ISTING LINES, PIPES AND SE INFORMATION REGARDING THE SIT OR SPECIFICATIONS HAS BEEN OF
:	2.	THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, AND SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF SAME IN THE EVENT OF DAMAGES DUE TO HIS CONSTRUCTION PRACTICES.		BELIEVED TO BE REASONABLY CO RESPONSIBILITY OF THE CONTRAC THE CONTRACTOR SHALL TONE TH ASCERTAIN THE LOCATION OF UN
·	3.	WHEREVER CROSSINGS OR CONNECTIONS OF NEW UTILITIES TO EXISTING UTILITIES ARE SHOWN ON THE PLANS, THE CONTRACTOR SHALL EXPOSE THE EXISTING LINES TO VERIFY THEIR LOCATIONS AND DEPTHS PRIOR TO EXCAVATION FOR THE NEW LINES. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR DAMAGES TO THE FACILITIES WHETHER SHOWN OR NOT ON THE PLANS.	2.	ANY UTILITIES THAT THE CONTRA OF THE WORK, SUCH AS BUT NO DUCTS, WATER LINES, SEWER LINE WHETHER SHOWN OR NOT ON THI DISTURBED OR DAMAGED UNLESS AND SPECIFICATIONS.
	4.	THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES AS SHOWN ON THE PLANS ARE FROM THE LATEST AVAILABLE DATA, BUT ARE NOT GUARANTEED AS TO THE ACCURACY OF THE ENCOUNTERING OF OTHER OBSTACLES DURING THE COURSE OF LOCATION OF UNCHARTED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE, AND SHALL PAY FOR ALL DAMAGES TO EXISTING UTILITIES.		IN THE EVENT THE UTILITIES ARE CONTRACTOR, THE CONTRACTOR OR DISTURBED UTILITIES. THE CONTRACTOR SHALL REPAIR TO THE EXISTING CONDITION AT N CLAIMS DUE TO THE DISRUPTION
ţ	5.	NO CONSTRUCTION EQUIPMENT SHALL BE PARKED WITHIN THE ROAD RIGHT-OF-WAY IN SUCH A MANNER THAT THE EQUIPMENT WILL OBSTRUCT THE NORMAL MOVEMENT AND SIGHT DISTANCE OF THE DRIVING MOTORIST, EXCEPT DURING ACTUAL WORKING HOURS.	5.	BEING DAMAGED SHALL BE PAID HARMLESS THE OWNER AND ENGI CLAIMS OF ANY CHARACTER BRO IN THE EVENT UTILITIES WHICH W
(	6.	EXCEPT DURING ACTUAL WORKING HOURS, ALL SIGNS WHICH DO NOT PERTAIN TO THE CONSTRUCTION ACTIVITY, SUCH AS "MEN WORKING" AND "FLAGMEN AHEAD" SHALL BE COVERED OR LAID DOWN. HOWEVER, ALL SIGNS NECESSARY FOR THE SAFETY OF THE PUBLIC SHALL BE MAINTAINED.		SPECIFICATIONS ARE DAMAGED OF CONTRACTOR SHALL BE HELD LIA ALL UTILITY COMPANIES AND EXP EXCAVATION AND/OR INSTALLATIO
	7.	THE CONTRACTOR SHALL EMPLOY A HAWAII REGISTERED PROFESSIONAL SURVEYOR TO PERFORM ALL CONSTRUCTION STAKEOUTS, THE COST OF WHICH SHALL BE BORNE BY THE CONTRACTOR.	<u>Pl</u>	JBLIC HEALTH, SAFETY AND C
8	8.	THE CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS FOR, AND PAY FOR ALL TEMPORARY UTILITIES REQUIRED FOR HIS WORK.	1.	THE CONTRACTOR SHALL OBSERV AND LOCAL LAWS REQUIRED FOR SAFETY AND ENVIRONMENTAL QU
	9.	DURING GROUND DISTURBING ACTIVITIES. THE ARCHAEOLOGICAL MONITOR SHALL INSPECT THE EXPOSED SOIL AND THE STRATIGRAPHIC PROFILE OF		THE CONTRACTOR, AT HIS OWN E SURROUNDING AREAS FREE FROM CONFORMANCE WITH THE AIR POL THE STATE DEPARTMENT OF HEA SUPPLEMENTARY MEASURES AS N
		MOUNDS, OR REMAINS SUCH AS ARTIFACTS, BURIALS, CONCENTRATION OF CHARCOAL OR SHELLS BE ENCOUNTERED DURING CONSTRUCTION WORK, WORK SHALL CEASE IN THE IMMEDIATE VICINITY OF THE FIND AND THE FIND SHALL BE PROTECTED FROM FURTHER DAMAGE. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE STATE HISTORIC PRESERVATION DIVISION ((808) 692–8015), WHICH WILL ASSESS THE SIGNIFICANCE OF THE FIND AND RECOMMEND AN APPROPRIATE MITIGATION MEASURE, IF NECESSARY. A 3–METER / 10–FOOT WIDE BUFFER ZONE EXISTS AROUND		THE CONTRACTOR SHALL BE RES REMOVAL OF ALL SILT AND DEBR DOWNSTREAM WATERWAYS, DITCH PRIVATE ROADWAYS GENERATED I TO REIMBURSE THE COUNTY OF M PERFORMANCE OF THE ABOVE WO SAFETY, OR MADE NECESSARY B' CONTRACTOR.
	10.	ALL SITES IN PRESERVATION DURING CONSTRUCTION. IT IS HIGHLY IMPORTANT THAT THE PRESERVED SITES REMAIN UNDISTURBED. THE CONTRACTOR SHALL PROCURE AND PAY FOR ALL LICENSES AND PERMITS AND SHALL GIVE ALL NOTICES NECESSARY AND INCIDENTAL TO	4.	THE CONTRACTOR SHALL PROVIDE SIGNS, LIGHTS, FLARES, BARRICAI PROTECTIVE FACILITIES AND SHAL FOR THE PROTECTION, CONVENIEN
	11.	THE DUE AND LAWFUL PROSECUTION OF THE WORK. THE CONTRACTOR SHALL RESTORE ALL EXISTING FACILITIES INCLUDING		THE CONTRACTOR SHALL PROVIDE WHEN APPLYING FOR A CONSTRU
		BUT NOT LIMITED TO PAVEMENT, DRAINAGE FACILITIES, CURBS, GUTTERS, SIGNS, LANDSCAPING, IRRIGATION SYSTEMS, ETC., REMOVED OR DAMAGED AS A RESULT OF HIS OPERATION USING MATERIALS AND WORKMANSHIP IN	6.	TEMPORARY PEDESTRIAN ROUTES PASSABLE AND ACCESSIBLE CONI
		ACCORDANCE WITH "HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND PUBLIC WORKS CONSTRUCTION", 2005 AS AMENDED, "STANDARD DETAILS", SEPTEMBER 1984 FOR PUBLIC WORKS CONSTRUCTION OF THE		RADING NOTES
	12.	DEPARTMENT OF PUBLIC WORKS, COUNTY OF MAUI, AS AMENDED. . CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES AND OTHER PROTECTIVE DEVICES		ALL GRADING AND STOCKPILING V MAUI COUNTY CODE, TITLE 20, CI
		FOR THE PROTECTION, SAFETY AND CONVENIENCE OF THE PUBLIC ACCORDING TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES		ALL DEBRIS SHALL BE REMOVED "RAKE CLEAN" CONDITION. THE CONTRACTOR, AT HIS EXPEN
		FOR STREETS AND HIGHWAYS", 2009 AND THE "RULES AND REGULATIONS GOVERNING THE USE OF TRAFFIC CONTROL DEVICES AT WORK SITES ON/OR ADJACENT TO PUBLIC STREETS AND HIGHWAYS", ADOPTED BY THE HIGHWAY SAFETY COORDINATOR AND THE U.S. FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS", DATED 2005.		ALL GRADING AREA FREE FROM ALL GRADING OPERATIONS SHALL THE APPLICABLE PROVISIONS OF STANDARDS, AND CHAPTER 55, V ADMINISTRATIVE RULES OF THE S
	13.	THE DIRECTOR OF PUBLIC WORKS HAS THE RIGHT TO STOP CONSTRUCTION SHOULD ANY WORK BE FOUND CONTRARY TO THE APPROVED	5.	APPLICABLE, THE NPDES PERMIT ALL EXISTING UTILITIES, WHETHER
	14.	CONSTRUCTION PLAN OR DETRIMENTAL TO THE PUBLIC'S INTEREST. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL KEEP THE PROJECT AREA AND SURROUNDING AREA FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH, AND COUNTY	6.	BE PROTECTED AT ALL TIMES, UN ALL PLANTER AREAS SHALL BE S GRADES HAVE BEEN ESTABLISHED UNTIL ALL GRADING WORK HAS B GRADE SHALL BE CONTINUOUS, A
	15.	GRADING ORDINANCE. THE CONTRACTOR SHALL REMOVE AND DISPOSE ALL SILT AND DEBRIS DEPOSITED IN DRAINAGE FACILITIES, ROADWAYS AND OTHER AREAS RESULTING FROM HIS WORK. THE COST INCURRED FOR ANY NECESSARY REMEDIAL ACTION ORDERED BY THE DIRECTOR OF PUBLIC WORKS SHALL DE DAD DX THE CONTRACTOR	7.	BEEN INTERRUPTED OR DELAYED MAINTAINED TO MINIMIZE EROSION THE CONTRACTOR SHALL OBTAIN DEVELOPMENT SERVICES ADMINIST COMMENCEMENT OF ANY CLEARIN
	16.	BE PAID BY THE CONTRACTOR. CONSTRUCTION DEBRIS AND WASTES SHALL BE DEPOSITED AT AN APPROPRIATE SITE. THE CONTRACTOR SHALL INFORM THE DIRECTOR OF PUBLIC WORKS OF THE LOCATION OF THE DISPOSAL SITES. THE DISPOSAL SITE MUST FULFILL THE REQUIREMENTS OF THE GRADING ORDINANCE. THE CONTRACTOR SHALL MINIMIZE ITS CONSTRUCTION DEBRIS AND SOLID	8.	EROSION CONTROL PLAN SHOWING MANAGEMENT PRACTICES MUST B PRIOR TO ISSUANCE OF A GRADIN CLEARING AND GRUBBING WORK. THE UNDERGROUND PIPES, CABLE THE ENGINEER FROM HIS SEARCH
	17.	WASTES. CONTRACTOR SHALL PROVIDE VEHICULAR AND PEDESTRIAN ACCESS ROUTES AT ALL TIMES TO ALL EXISTING FACILITIES.		PLANS. THE CONTRACTOR SHALL THE FACILITIES AND EXERCISE PR WHEREVER CONNECTIONS OF NEW SHOWN ON THE PLANS, THE CON LINES AT THE PROPOSED CONNEC DEPTHS PRIOR TO EXCAVATION F

JOB NO. 17-518

TAILS SHOWN ON THE DRAWINGS SHALL BE PRIOR TO THE START OF CONSTRUCTION, AND ANY BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ARIFICATION.

# ISIBILITY FOR AND SERVICES

G THE SITE OF THE WORK GIVEN ON THE DRAWINGS BEEN OBTAINED BY THE ENGINEER AND IS NABLY CORRECT; HOWEVER, IT IS THE CONTRACTOR TO VERIFY ALL SUCH INFORMATION. TONE THE AREA TO BE EXCAVATED TO ION OF UNCHARTED UTILITIES.

CONTRACTOR ENCOUNTERS DURING THE PROGRESS BUT NOT LIMITED TO TELEPHONE DUCTS, ELECTRIC EWER LINES, ELECTRIC LINES AND DRAINAGE PIPES, OT ON THE CONTRACT PLANS, SHALL NOT BE D UNLESS OTHERWISE INSTRUCTED IN THE PLANS

ITIES ARE DAMAGED OR DISTURBED BY THE

REPAIR THE DAMAGED OR DISTURBED UTILITIES ITION AT NO COST TO THE OWNER. ANY DAMAGE SRUPTION OF SERVICE CAUSED BY THE UTILITIES BE PAID BY THE CONTRACTOR, WHO SHALL SAVE AND ENGINEER FROM ALL SUITS, ACTIONS OR CTER BROUGHT ON ACCOUNT OF SUCH DAMAGES.

WHICH WERE NOT SHOWN ON THE PLANS AND AMAGED OR DISTURBED BY THE CONTRACTOR, THE HELD LIABLE. THE CONTRACTOR SHALL CONTACT AND EXPOSE ALL UTILITY LINES PRIOR TO ANY NSTALLATION OF LINES.

# Y AND CONVENIENCE

OBSERVE AND COMPLY WITH ALL FEDERAL, STATE JIRED FOR THE PROTECTION OF PUBLIC HEALTH, IENTAL QUALITY.

HIS OWN EXPENSE, SHALL KEEP THE PROJECT AND REE FROM DUST NUISANCE. THE WORK SHALL BE IN AIR POLLUTION STANDARDS AND REGULATIONS OF OF HEALTH. THE COUNTY OF MAUI MAY REQUIRE JRES AS NECESSARY.

BE RESPONSIBLE FOR THE CLEANING AND AND DEBRIS DEPOSITED AND ACCUMULATED WITHIN YS, DITCHES AND DRAIN PIPES AND ON PUBLIC AND NERATED BY HIS WORK. THE CONTRACTOR AGREES UNTY OF MAUI FOR ALL COSTS EXPENDED IN ABOVE WORK IF REQUIRED FOR PUBLIC HEALTH AND ESSARY BY NON-PERFORMANCE BY THE

PROVIDE, INSTALL AND MAINTAIN ALL NECESSARY BARRICADES, MARKERS, CONES AND OTHER AND SHALL TAKE ALL NECESSARY PRECAUTIONS CONVENIENCE AND SAFETY OF THE PUBLIC.

PROVIDE A NOISE POLIUTION CONTROL PLAN CONSTRUCTION PERMIT.

ROUTES SHALL BE MAINTAINED IN SAFE, SIBLE CONDITION COMPLYING WITH ADAAG 402.1.

CKPILING WORK SHALL BE IN ACCORDANCE WITH TLE 20, CHAPTER 8.

REMOVED FROM THE SITE AND PREMISES LEFT IN A

HIS EXPENSE, SHALL KEEP THE PROJECT AND REE FROM DUST NUISANCE.

INS SHALL BE PERFORMED IN CONFORMANCE WITH ISIONS OF CHAPTER 54, WATER QUALITY PTER 55, WATER POLLUTION CONTROL, OF TITLE 11, OF THE STATE DEPARTMENT OF HEALTH, AND IF ES PERMIT FOR THE PROJECT.

WHETHER OR NOT SHOWN ON THE PLANS, SHALL TIMES, UNLESS NOTED OTHERWISE.

HALL BE SODDED OR PLANTED AS SOON AS FINAL TABLISHED. PLANTING SHALL NOT BE DELAYED ORK HAS BEEN COMPLETED. GRADING TO FINAL FINUOUS, AND ANY AREA WITHIN WHICH WORK HAS DELAYED SHALL BE PLANTED. PLANTING SHALL BE EROSION.

OBTAIN A GRADING PERMIT FROM THE ADMINISTRATION TWO WEEKS PRIOR TO CLEARING AND GRUBBING WORK. A SITE SPECIFIC SHOWING STRUCTURAL & NON-STRUCTURAL BEST S MUST BE SUBMITTED TO AND APPROVED BY LUCA F A GRADING PERMIT. COMMENCEMENT OF ANY

ES, CABLES OR DUCTLINES KNOWN TO EXIST BY S SEARCH OF RECORDS ARE INDICATED ON THE TOR SHALL VERIFY THE LOCATION AND DEPTH OF ERCISE PROPER CARE IN EXCAVATING IN THE AREA. OF NEW UTILITIES TO EXISTING UTILITIES ARE THE CONTRACTOR SHALL EXPOSE THE EXISTING ED CONNECTIONS TO VERIFY THEIR LOCATIONS AND AVATION FOR THE NEW LINES.

- 9. THE COUNTY SHALL BE INFORMED OF THE LOCATION OF THE BORROW/DISPOSAL SITE FOR THE PROJECT WHEN THE APPLICATION FOR A GRADING PERMIT IS MADE. THE BORROW/DISPOSAL SITE MUST ALSO FULFILL THE REQUIREMENTS OF THE GRADING ORDINANCE.
- 10. NO GRADING WORK SHALL BE DONE ON SATURDAYS, SUNDAYS AND HOLIDAYS AT ANY TIME WITHOUT PRIOR NOTICE TO THE CHIEF ENGINEER.
- 11. THE LIMITS OF THE AREA TO BE GRADED SHALL BE FLAGGED BEFORE THE COMMENCEMENT OF THE GRADING WORK.

# SOLID WASTE CONSTRUCTION NOTES

UNLESS OTHERWISE SPECIFIED, THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER HANDLING, STORAGE AND/OR DISPOSAL OF ALL WASTE GENERATED BY THE CONSTRUCTION INCLUDING GRUBBING AND EXCESS EXCAVATED MATERIAL. ANY MATERIAL BROUGHT TO THE COUNTY LANDFILLS WILL BE SUBJECTED TO THE INSTITUTED TIPPING FEE SYSTEM, WITH NO EXCEPTIONS OR EXEMPTIONS.

# TEMPORARY DUST CONTROL MEASURES

- TRACTOR SHALL BE HELD LIABLE FOR THE DAMAGED 1. EXCAVATION, EMBANKMENT AND IMPORTED MATERIALS SHALL BE KEPT DAMPENED WITH WATER DURING THE GRADING OPERATIONS.
  - 2. THE CONTRACTOR SHALL MAINTAIN A SUITABLE WATER SYSTEM AND DAMPEN THE GRADED OR GRUBBED SITE WITH WATER.
  - 3. AT THE END OF EACH DAY, SEVEN (7) DAYS A WEEK, THE PROJECT SITE SHALL BE KEPT DAMP WITH WATER. THE SITE SHALL BE SUFFICIENTLY DAMPENED SO THAT THE SITE WILL REMAIN MOISTENED DURING THE NIGHT.

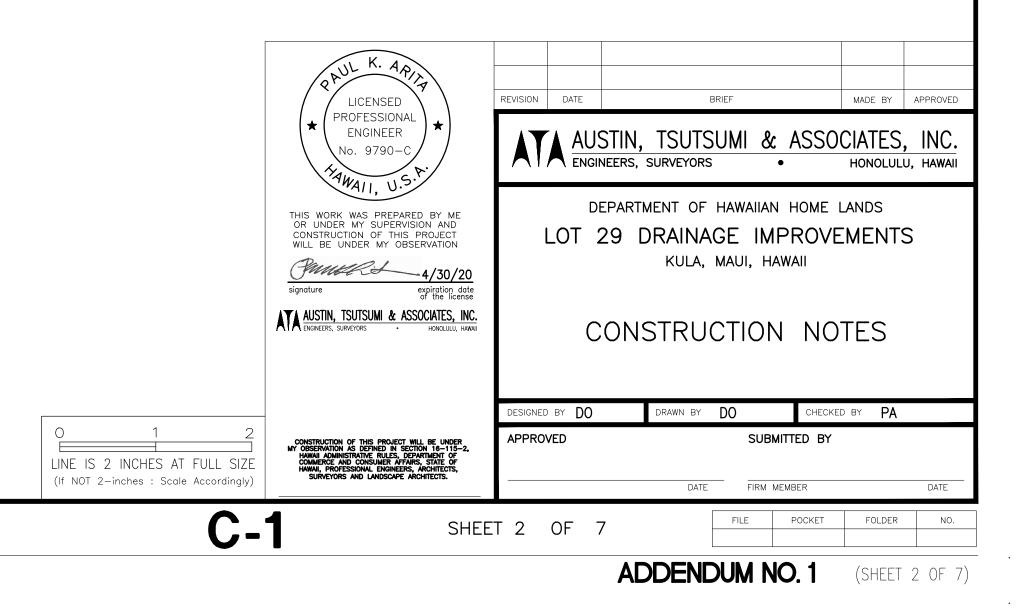
# NOTES FOR ENVIRONMENTAL PROTECTION

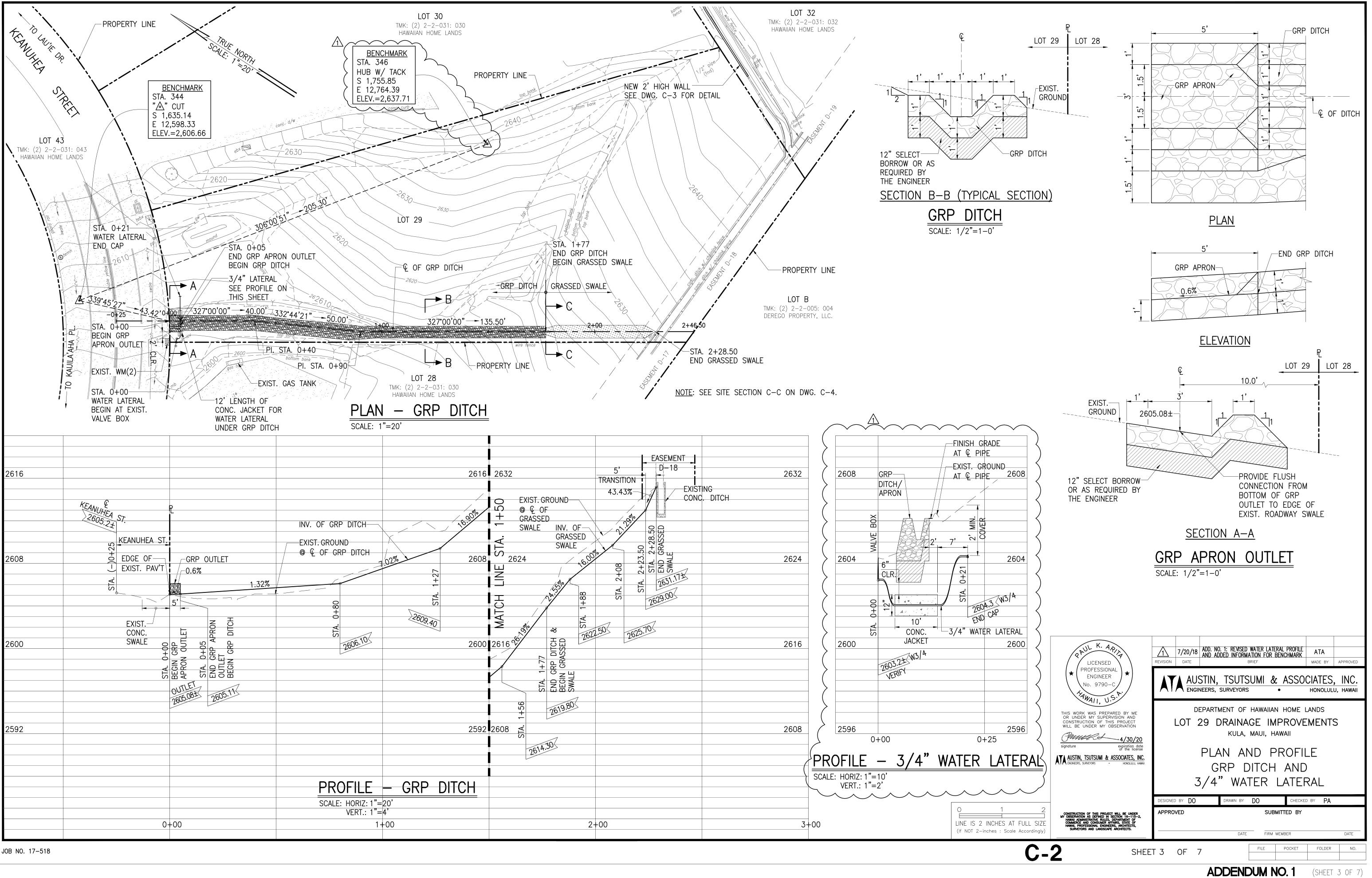
- 1. ENVIRONMENTAL PROTECTION NOTES PERTAINING TO AIR AND WATER POLLUTION SHALL BE ADMINISTERED AND MONITORED BY THE DEPARTMENT OF HEALTH.
- 2. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL PROVIDE EFFECTIVE MEASURES FOR THE CONTROL OF FUGITIVE DUST EMISSIONS FROM THE PROJECT AND SURROUNDING AREAS CAUSED BY HIS OPERATIONS, THESE MEASURES SHALL MEET THE REQUIREMENTS OF STATE ADMINISTRATIVE RULES, DEPARTMENT OF HEALTH, AIR POLLUTION CONTROL (11-60.1).
- 3. ALL GRADING OPERATIONS SHALL BE PERFORMED IN CONFORMANCE WITH THE APPLICABLE PROVISIONS OF THE GRADING ORDINANCE TO PREVENT VIOLATION OF THE STATE ADMINISTRATIVE RULES, DEPARTMENT OF HEALTH, WATER POLLUTION CONTROL AND WATER QUALITY STANDARDS (11-54, 11-55) DUE TO EROSION AND RUNOFF TO STATE WATERS.
- 4. GRUB MATERIAL, DEMOLITION WASTES, AND CONSTRUCTION WASTES SHALL BE DISPOSED OF AT AN AUTHORIZED SITE HAVING A DEPARTMENT OF HEALTH SOLID WASTE MANAGEMENT PERMIT. OPEN BURNING IS PROHIBITED.
- 5. PERMITS REQUIRED:
  - A. A NPDES PERMIT MAY BE REQUIRED FROM THE CLEAN WATER BRANCH OF THE DEPARTMENT OF HEALTH FOR STORM WATER DISCHARGE AND HYDROTESTING.
- B. A DEWATERING PERMIT MAY BE REQUIRED TO BE OBTAINED FROM THE CLEAN WATER BRANCH OF THE DEPARTMENT OF HEALTH IF DISCHARGING INTO STATE WATERS.
- C. PERMIT MUST BE OBTAINED PRIOR TO START OF CONSTRUCTION.
- 6. ENVIRONMENTAL PROTECTION NOTES PERTAINING TO AIR AND WATER POLLUTION SHALL BE ADMINISTERED AND MONITORED BY THE DEPARTMENT OF HEALTH.

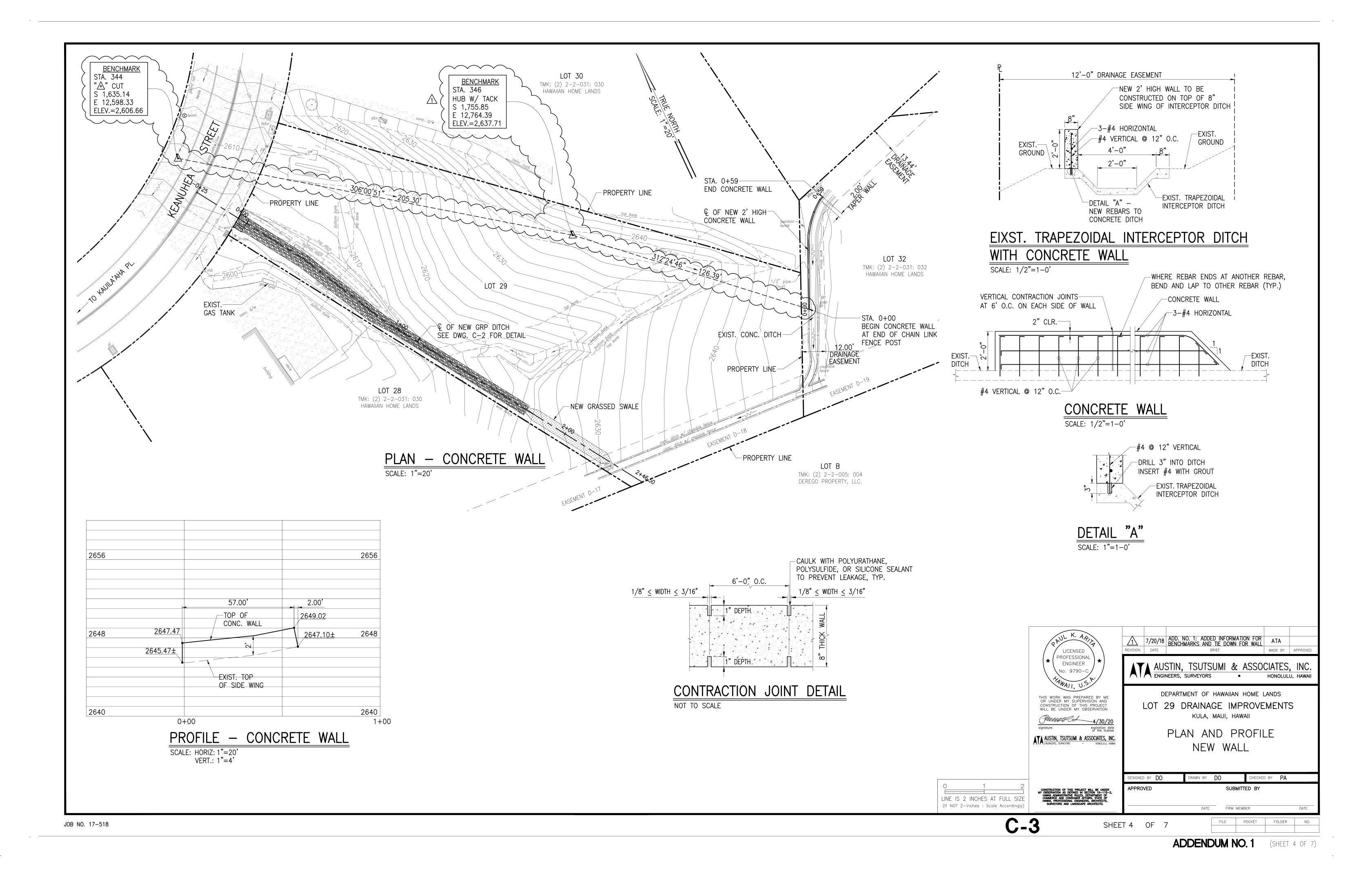
# PERMANENT EROSION CONTROL MEASURES

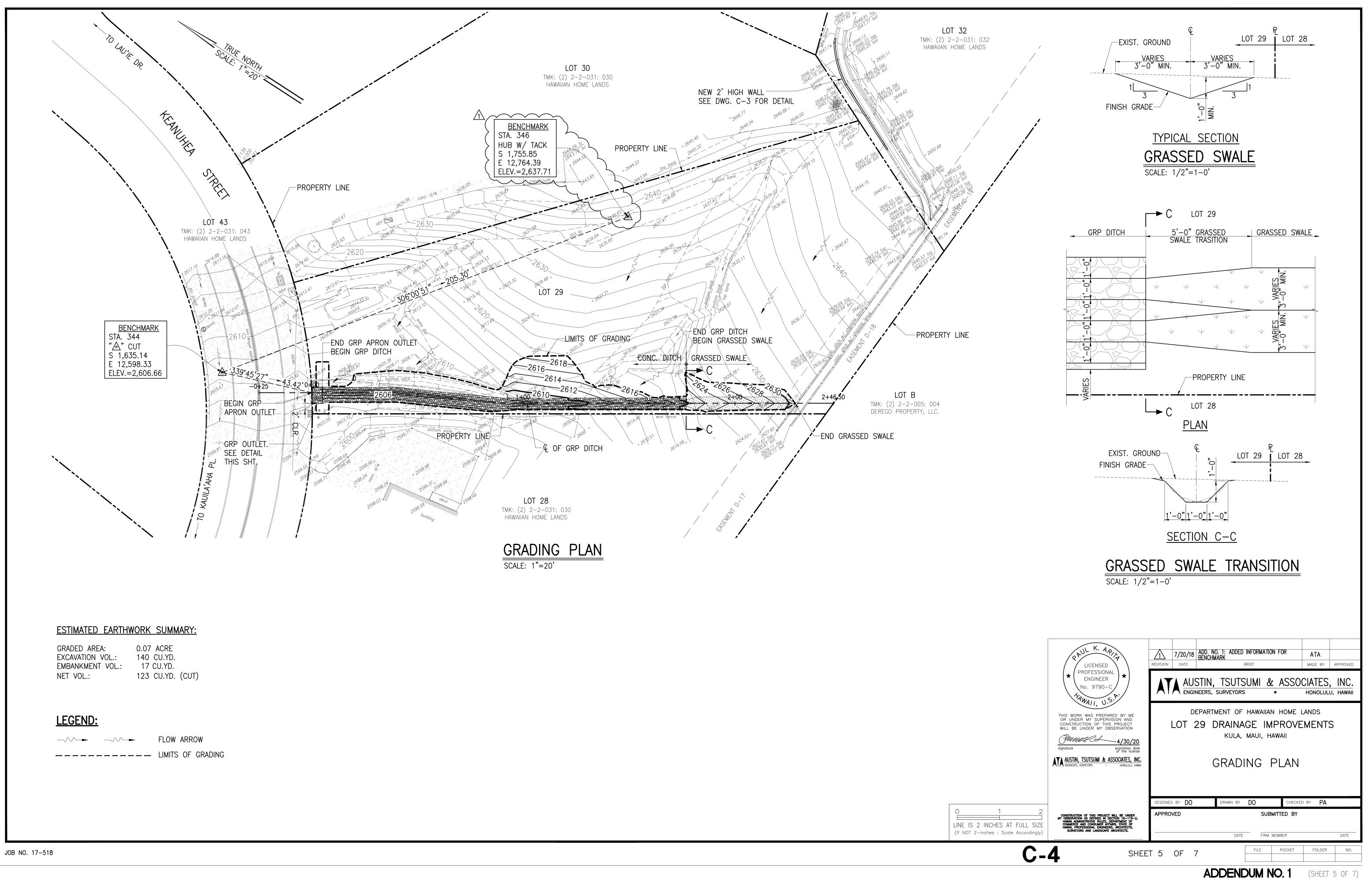
- 1. THE CONTRACTOR SHALL GRASS ALL EXPOSED AREAS THAT HAVE BEEN ALL COSTS FOR MAINTAINING AND WATERING PERMANENT EROSION CONTROL MEASURES WILL BE BORNE BY THE CONTRACTOR.
- 2. THE CONTRACTOR MAY USE HYDRO-MULCH TO APPLY THE PERMANENT GROUND COVER.
- 3. PERMANENT BERMUDA GROUND COVER SHALL CONSIST OF 30 LBS. PER ACRE UNHULLED AMERICAN BUFFELGRASS SEED, 50 LBS. PER ACRE ANNUAL RYE GRASS, 6,000 LBS. PER ACRE GYPSUM BASED GEOBINDER, 2,000 LBS. PER ACRE WOOD CELLULOSE FIBER MULCH, AND 400 LBS. PER ACRE 10-30-10 FERTILIZER.

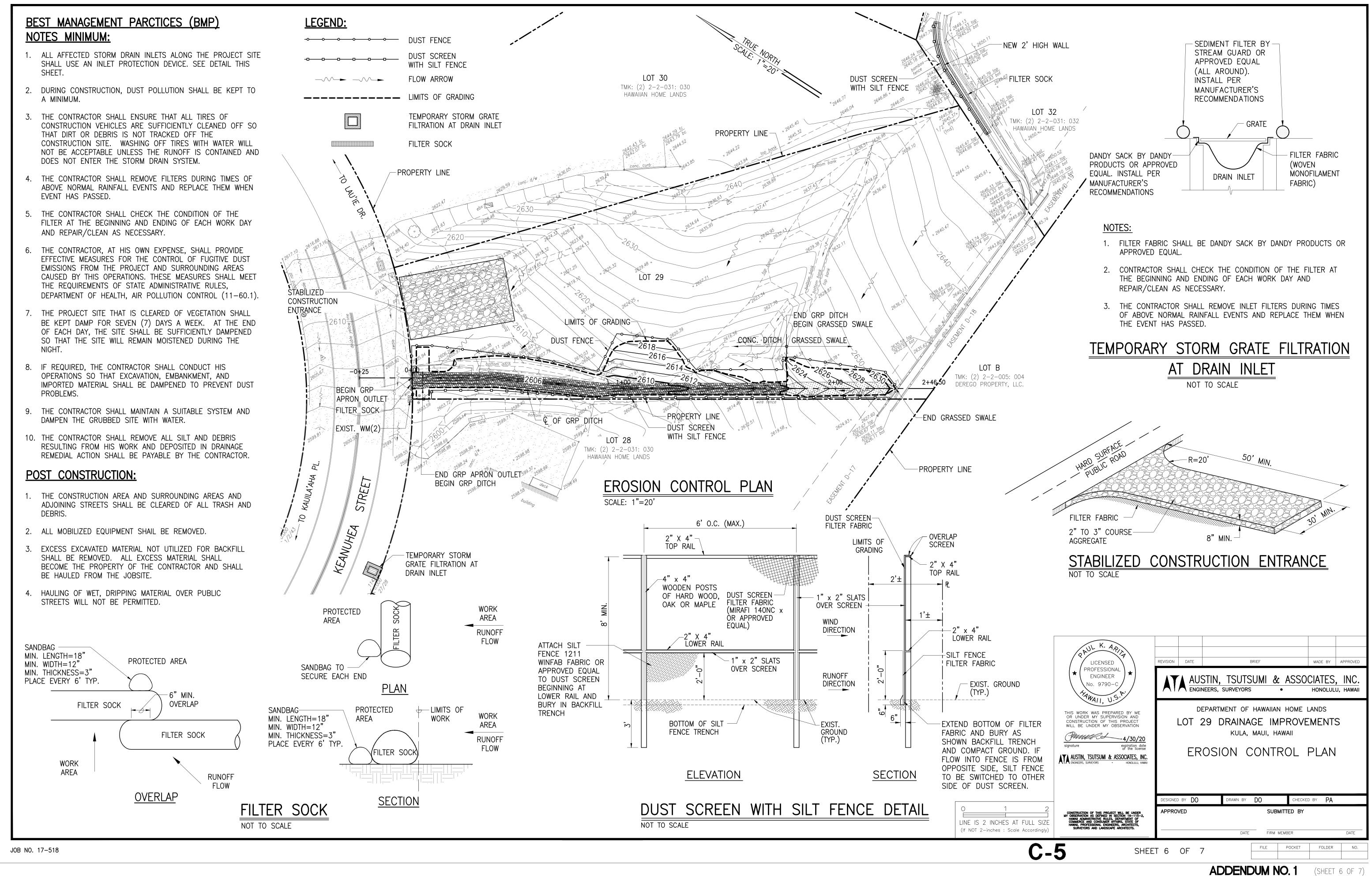
CONSTRUCTED TO FINAL GRADES WITHIN A PERIOD OF 30 CALENDAR DAYS.

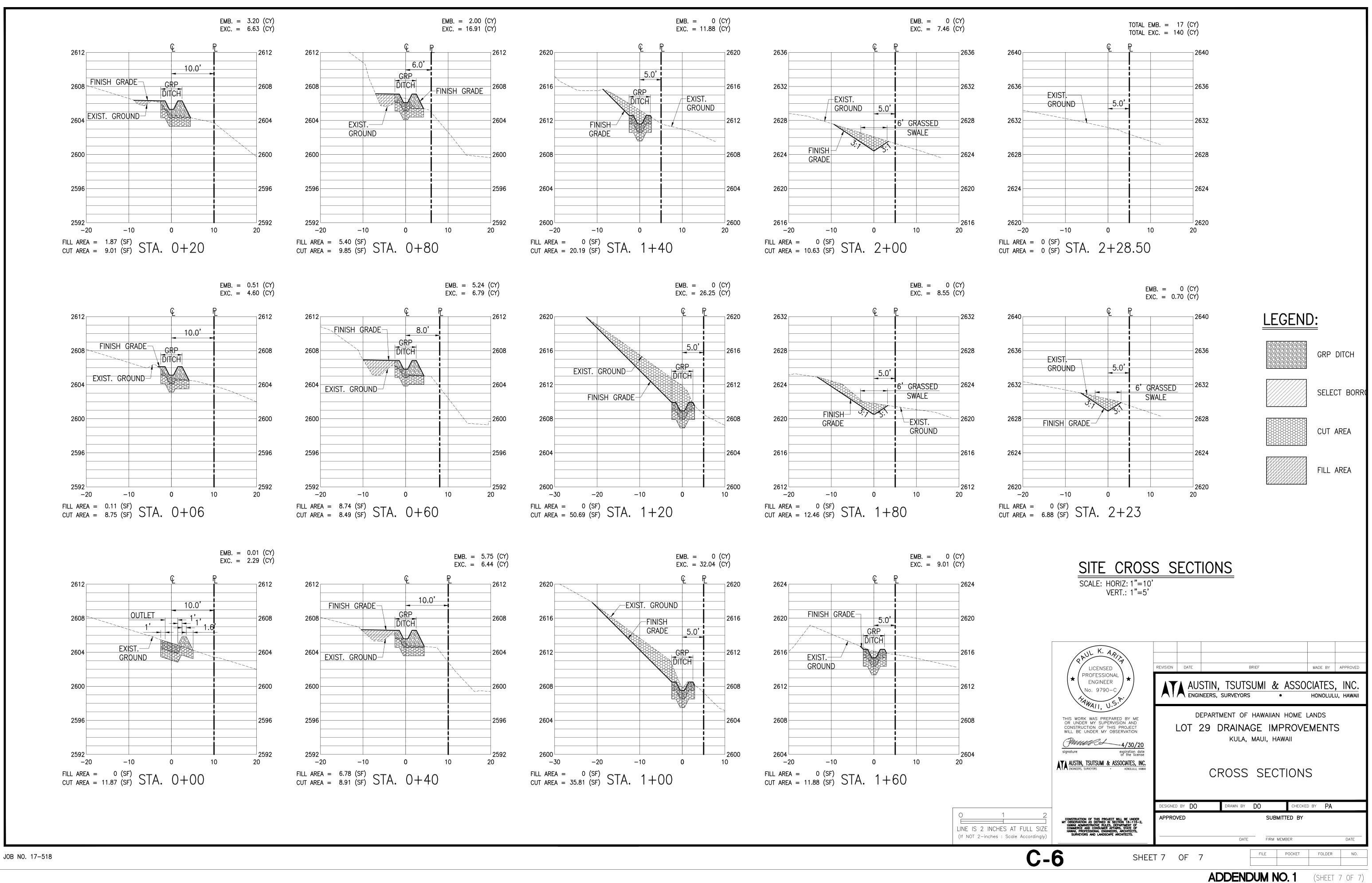












#### STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS

# **BID OFFER FORM**

# FOR

# WAIOHULI-HIKINA, LOT 29 DRAINAGE IMPROVEMENTS KULA, MAUI, HAWAII TAX MAP KEY: (2) 2-2-030:029

# IFB NO.: IFB-18-HHL-012

Chairman Hawaiian Homes Commission Department of Hawaiian Home Lands 91-5420 Kapolei Parkway Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-18-HHL-012. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned herby submits the following offer to perform the work for IFB No. IFB-18-HHL-012 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.

2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5.

3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.

4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.

5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date:\_\_\_\_\_

Waiohuli-Hikina, Lot 29 Drainage Improvements IFB-18-HHL-012 1

The undersigned represents that it is: (Check  $\Box$  one only)

- A Hawaii business incorporated or organized under the laws of the State of Hawaii; OR
- □ A **Compliant Non-Hawaii business** <u>not</u> incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation:	
Offeror is: □ Sole Proprietor □ Partnership □ Corporation	□ Joint Venture □ Other:
Federal ID No.:	
Hawaii General Excise Tax ID No.:	
Telephone No.:	
Fax No.:	
E-Mail Address.:	
Payment address (other than street address below)	
(Street Address, Cit	ry, State, Zip Code)
Business address	
(Street Address, Cit	y, State, Zip Code)
	Respectfully submitted:
	Authorized (Original) Signature
	Name and Title (Please Type or Print)
	*
	Exact Legal Name of Company (Offeror)

\*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted for IFB-18-HHL-012 for the Department of Hawaiian Home Lands.

# WAIOHULI-HIKINA, LOT 29 DRAINAGE IMPROVEMENTS

The prices herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, including excavation and backfill, to install or to construct these items in place complete and in accordance with the plans and specifications. The general excise tax (GET) shall be inclusive in the total bid price.

Item No.		Unit Price	Total
	SITE WORK		
1.	Clearing and Grubbing, Including Handling and Removal of Vegetation and Debris from DHHL Lands; In Place Complete		
	350 S.Y.	\$	\$
2.	Installation, Maintenance, Monitoring, and Removal of Dust Screen; In Place Complete		
	270 L.F.	\$	\$
3.	Installation, Maintenance, Monitoring, and Removal of Dust Screen with Silt Fence; In Place Complete		
	295 L.F.	\$	\$
4.	Installation, Maintenance, Monitoring, and Removal of BMP (8" Thick Ingress/Egress Gravel Access); In Place Complete		
	167 S.Y.	\$	\$
5.	Installation, Maintenance, Monitoring, and Removal of Temporary Storm Grate Filtration; In Place Complete		
	1 EA	\$	\$
6.	Installation, Maintenance, Monitoring, and Removal of Sediment Filter Sock; In Place Complete		
	95 L.F.	\$	\$

7.	Permanent Erosion Control Measures for All Graded Areas, Including Hydro-Mulch Seeding and 90 Day Maintenance; In Place Complete	
	226 S.Y.	\$ \$
8.	Excavation of Grassed Swale and GRP Ditch; In Place Complete	
	140 C.Y.	\$ \$
9.	Embankment of Grassed Swale and GRP Ditch; In Place Complete	
	17 C.Y.	\$ \$
10.	12" Select Borrow for GRP Ditch; In Place Complete	
	39 C.Y.	\$ \$
11.	New Six (6) Feet Wide GRP Ditch; In Place Complete	
	42 C.Y.	\$ \$
12.	New GRP Outlet; In Place Complete	
	2 C.Y.	\$ \$
13.	New Two (2) Feet High Concrete Wall; In Place Complete	
	58 L.F.	\$ \$
14.	New 3/4" Copper Water Lateral, Including Excavation, Backfill, Pipe Bedding, and All Pertinent Work for Water Lateral Installation; In Place Complete	
	22 L.F.	\$ \$
15.	New Concrete Jacket For <sup>3</sup> / <sub>4</sub> " Copper Water Lateral; In Place Complete	
	10 L.F.	\$ \$

16.	Mobilization (Not to exceed 6 percent of the Sum of All Items 1-15, excluding the bid price of this item	
	L.S.	\$
17.	Allowance for Varying Site Condition	
	Allowance	\$
18.	GET (4.166%)	\$

TOTAL (Items 1-18)		\$
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#### TOTAL SUM BID =

\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB. The total sum bid shall be inclusive of the general excise tax.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before <u>Ninety (90)</u> calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

# HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is currently available on the SPO webpage at: <u>http://spo.hawaii.gov/for-vendors/hawaii-product-preferences/</u>.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <u>http://spo.hawaii.gov/all-forms/</u>. The manufacturers and producers must complete and submit SPO-38 to DHHL. <u>The form must be received no later than the date and time specified in the Instructions for Bid Submittal's 'IFB Schedule'</u>. Submittal by facsimile to: (808) 620-9299 is acceptable. SPO-38s received and approved by DHHL in relation to this solicitation as additional certified and qualified Hawaii products will be published via addendum.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

A partial list of approved products is provided below. The complete current list as compiled by the State Procurement Office is available at:

# http://www4.hawaii.gov/spoh/HiProducts/hiProducts.htm

# Preferences, Hawaii Products

# CONSTRUCTION PRODUCTS AND SOIL AMENDMENTS/PRODUCTS

Aggregates	s – Basalt	tic Termit	e Barrier				
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
	11/03/09		Ameron International Corporation	Х	Х		
Aggregates	s and Sar	ıd – Basa	lt, Rock, Cinder, Limestone a	nd Co	ral		
Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
	11/03/09		Ameron International Corporation	Х	Х		
	10/23/09		CTS Earthmoving, Inc.			Х	
	11/03/09	1/20/10	Delta Construction Corporation	Х			
	12/14/09		Edwin Deluz Trucking & Gravel LLC			X	
	01/28/10		Goodfellow Bros., Inc.	Х			
	11/02/09		Grace Pacific	Х		Х	Х
	4/26/11		<u>GW Construction</u>			Х	
	11/03/09		Hawaiian Cement	Х	Х		
	12/15/09		Jas. W. Glover, Ltd.			X	Х
	06/30/10		Kauai Aggregates				X
	10/20/09	07/22/10	Sanford's Service Center, Inc.			х	
	11/05/09		<u>Tileco, Inc.</u>	Х	Х	X	X
	11/03/09		West Hawaii Concrete			х	
	11/02/09		Yamada and Sons, Inc.			х	
Aggregates	s – Recyc	led Asph	alt and Concrete	• 			
Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
	12/15/09		Glover Honsador				Х

	11/02/09		Grace Pacific	Х			
	12/15/09		Jas. W. Glover, Ltd.	X		Х	
	10/18/10		West Oahu Aggregate Co. Inc.	Х			
Asphalt an	d Paving	Materials	- HI Products				
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
11	06/15/10		Black Maui Rose LLC		X		
	12/22/09		Black Plumeria LLC	Х			
	10/21/09	11/02/09	Grace Pacific Corporation	Х		Х	Х
	12/05/09		Jas. W. Glover, Ltd.			Х	Х
	11/03/11		Maui Asphalt X-IV, LLC		X		
	10/28/09		Maui Paving LLC		X		
	11/20/09		Walker-Moody Pavement Products and Equipment	х	х	х	Х
	11/22/09		Yamada and Sons, Inc. dba YS Rock and Con-Agg of Hawaii			x	
	•	•	1				
Cement an Product Subcategory as applicable	d Concre Effective Date	Last Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Product	Effective Date	Last	Manufacturer	Oahu X	Maui	Hawaii	Kauai
Product Subcategory	Effective	Last Revised			Maui X	Hawaii X	Kauai
Product Subcategory	<b>Effective</b> <b>Date</b> 11/03/09	Last Revised	Manufacturer           Ameron International Corporation           BOMAT, Ltd.	X			
Product Subcategory	Effective Date 11/03/09 01/19/10	Last Revised	Manufacturer <u>Ameron International Corporation</u>	X			X
Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09	Last Revised	Manufacturer <u>Ameron International Corporation</u> <u>BOMAT, Ltd.</u> <u>Glover Honsador</u>	X X	X		X
Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09 11/03/09	Last Revised	Manufacturer         Ameron International Corporation         BOMAT, Ltd.         Glover Honsador         Hawaiian Cement	X X	X	X	X X
Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09 11/03/09 12/15/09	Last Revised	ManufacturerAmeron International CorporationBOMAT, Ltd.Glover HonsadorHawaiian CementJas. W. Glover, Ltd.Kohala Coast Concrete & Precast	X X	X	X	X X
Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09 12/15/09 12/15/09	Last Revised	ManufacturerAmeron International CorporationBOMAT, Ltd.Glover HonsadorHawaiian CementJas. W. Glover, Ltd.Kohala Coast Concrete & PrecastLLC	X X	X	X	X X X
Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09 12/15/09 12/15/09 06/30/10	Last Revised	ManufacturerAmeron International CorporationBOMAT, Ltd.Glover HonsadorHawaiian CementJas. W. Glover, Ltd.Kohala Coast Concrete & PrecastLLCO. Thronas, Inc.	X X X	X	X X X X	X X X X
Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09 12/15/09 12/15/09 12/15/09 06/30/10 11/05/09 11/03/09	Last Revised Date	ManufacturerAmeron International CorporationBOMAT, Ltd.Glover HonsadorHawaiian CementJas. W. Glover, Ltd.Kohala Coast Concrete & PrecastLLCO. Thronas, Inc.Tileco, Inc.	X X X	X	X X X X	X X X X
Product Subcategory <i>as applicable</i> Precast Cc Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09 12/15/09 12/15/09 12/15/09 06/30/10 11/05/09 11/03/09	Last Revised Date	ManufacturerAmeron International CorporationBOMAT, Ltd.Glover HonsadorHawaiian CementJas. W. Glover, Ltd.Kohala Coast Concrete & PrecastLLCO. Thronas, Inc.Tileco, Inc.	X X X	X	X X X X	X X X X X X
Product Subcategory <i>as applicable</i> Precast Co Product	Effective Date 11/03/09 01/19/10 12/15/09 12/15/09 12/15/09 06/30/10 11/05/09 11/03/09 Discrete Pr Effective Date	Last Revised Date	Manufacturer         Ameron International Corporation         BOMAT, Ltd.         Glover Honsador         Hawaiian Cement         Jas. W. Glover, Ltd.         Kohala Coast Concrete & Precast         LLC         O. Thronas, Inc.         Tileco, Inc.         West Hawaii Concrete			X X X X X X X	X X X X X X
Product Subcategory <i>as applicable</i> Precast Cc Product Subcategory	Effective Date 11/03/09 01/19/10 12/15/09 12/15/09 12/15/09 06/30/10 11/05/09 11/03/09 Discrete Pr Effective	Last Revised Date	Manufacturer         Ameron International Corporation         BOMAT, Ltd.         Glover Honsador         Hawaiian Cement         Jas. W. Glover, Ltd.         Kohala Coast Concrete & Precast         LLC         O. Thronas, Inc.         Tileco, Inc.         West Hawaii Concrete	X X X X X Oahu	X X X X Maui	X X X X X Hawaii	X X X X X X Kauai

11/03/09		Hawaii Concrete Products, Inc.	Х			
12/15/09		Kohala Coast Concrete & Precast LLC			Х	
11/03/09		Ramtek Fabrication Co., Inc.	Х	Х	Х	Х
06/30/10	02/26/10	Walker Industries, Ltd.	Х	х	х	Х

# Environmental Sewage-Treatment Innovative System (ESIS) Individual Wastewater System which utilizes anaerobic/aerobic processing to treat wastewater to R-2 quality at discharge

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
	11/20/09		Environmental Waste Management Systems, Inc.	Х	Х	Х	Х
Septic Tanks	11/03/09		Ameron International Corporation	Х			
	11/05/09	02/26/10	Walker Industries, Ltd.	Х	Х	Х	Х

# Hot Dip Galvanizing

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
	03/03/10		Universal Associates, Inc.	Х			

# Pipes-Aluminum and Galvanized

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Pipes- Miscellaneo us	11/03/09		Ameron International Corporation	X			

# Aluminum Docks, Floating, etc. - Miscellaneous

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
	05/25/10	06/14/10	Bluewater Marine and Dock Specialties	Х	Х	Х	Х

# **Playground Surfaces**

ProductSubcategoryas applicable	e Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
---------------------------------	-----------	--------------	------	------	--------	-------

			Innovative Playgrounds and				
	01/07/10		Recreation, Inc.	Х	Х	Х	Х
Signs - Tra	ffic, Regu	latory an	d Construction				
Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
**	12/14/09		GP Roadway Solutions, Inc.	Х	Х	Х	Х
	11/20/09		Safety Systems Hawaii, Inc.	Х	Х	Х	Х
Veneer							
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
	11/14/11		Big Rock Manufacturing	х	х	х	х
Product Subcategory	dments, M Effective	Revised		x Oahu	x Maui	x Hawaii	
Soil Amene Product Subcategory <i>as applicable</i>	dments, N	-	mpost Manufacturer Kauai Nursery & Landscaping,				x Kauai X
Product Subcategory	dments, N Effective Date	Revised	mpost Manufacturer	Oahu	Maui	Hawaii	Kauai
Product Subcategory <i>as applicable</i>	dments, N Effective Date 10/16/09 10/20/09	Revised	mpost Manufacturer Kauai Nursery & Landscaping, Inc.	Oahu	Maui	Hawaii X	Kauai
Product Subcategory <i>as applicable</i> Compost F Product Subcategory	dments, N Effective Date 10/16/09 10/20/09	Revised	mpost Manufacturer Kauai Nursery & Landscaping, Inc.	Oahu	Maui	Hawaii X	Kauai
Product Subcategory <i>as applicable</i> Compost F Product	dments, N Effective Date 10/16/09 10/20/09 Filter Effective	Revised Date Revised	mpost Manufacturer Kauai Nursery & Landscaping, Inc. Sanford's Service Center, Inc.	Oahu X	Maui X	Hawaii X X	Kauai X

	ULE OF ACCEPTABLE HAV				
	<b>GNATION OF HAWAII PRO</b>				
ACCEPTABLE HA	AWAII PRODUCTS	HAWAII PRODUCTS TO BE USED			
		Cost FOB Jobsite, Unloaded Including			
	Description Manufacturer		Excise and Use Taxes		
Description	Manufacturer	Base Bid	Additive Alternate		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

# ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS <u>PROJECT</u>

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

# METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
  - a. It is in the best interest of the State;
  - b. Funds are available at time of the award; and
  - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

# **OTHER CONDITIONS**

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) <u>Certification for Safety and Health Programs for Bids in Excess of \$100,000</u>. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of

this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

9) Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

Date	Date
Addendum No. 1	Addendum No. 5
Addendum No. 2	Addendum No. 6
Addendum No. 3	Addendum No. 7
Addendum No. 4	Addendum No. 8
from any obligation under this IFB as s	eceive any such addendum shall not relieve the Contractor ubmitted.
	DOLLARS (\$)
as required by law, is enclosed herewith	h in the form of:
<ul> <li>() Surety Bond (*1)</li> <li>() Legal Tender (*2)</li> <li>() Cashier's Check (*3)</li> <li>() Certificate of Deposit (*3)</li> <li>() Certified Check (*3)</li> </ul>	<ul> <li>() Official Check (*3)</li> <li>() Share Certificate (*3)</li> <li>() Teller's Check (*3)</li> <li>() Treasurer's Check (*3)</li> </ul>
	Respectfully submitted,
	Name of Company, Joint Venture or Partnership
	License No.
	BySignature (*4)
Waiohuli-Hikina Lot 29	15 Bid Offer Form

Title:	_
Date:	_
Address:	

Telephone No.:\_\_\_\_\_

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

- \*1. Surety bond underwritten by a company licensed to issue bonds in this State;
- \*2. Legal tender; or
- \*3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
  - A. These instruments may be utilized 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 accepted.
- \*4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- \*5. Fill in all blank spaces with information asked for or bid may be invalidated. <u>BID MUST</u> <u>BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.</u>

# CERTIFICATE OF RESOLUTION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation \_\_\_\_\_\_, Hawaii, on \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

"RESOLVED that any individual at the time holding the position(s) of \_\_\_\_\_\_\_\_, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them."

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of

said \_\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Secretary

END OF BID