

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

April 17, 2020

Date

ADDENDUM NO. 5

TO

INVITATION FOR BIDS

IFB-20-HHL-023

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Subdivision, Phase 2A, IFB-20-HHL-023, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



Stewart Matsunaga, 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. Bryan Toda, Land Development Division, or scan and E-mail to: Bryan.toda@hawaii.gov.**

Receipt of Addendum No. 5 for Various Lot Improvements in Keokea-Waiohuli Subdivision, Phase 2A, Invitation for Bids No.: IFB-20-HHL-023, is hereby acknowledged.

Signature: _____

Print Name: _____

Title

Name of Firm/Company

Date

ADDENDUM NO. 5
IFB-20-HHL-023
Keokea-Waiohuli Subdivision, Phase 2A

This Addendum No. 5 shall incorporate the following amendment to IFB-20-HHL-023:

1. Standard Qualification Questionnaire (SPO FORM-21)
A completed hard copy shall be submitted with the bid, due no later than 10:00 a.m., April 28, at SSFM International, 82 Pulehu Place, Unit 201, Kahului, Hawaii 96793.
2. Bid Offer Form {Revised}
The attached “Bid Offer Form {Revised}, ADDENDUM No. 5” shall replace all previous versions of the Bid Offer Form for IFB-20-HHL-023.
3. Technical Specifications
The following changes shall be made to the Technical Specifications:

The attached “Section 2100 – Clearing and Grubbing” shall replace the previous version.

The attached “Section 2271 – Specifications for Grassing” shall be added to the Technical Specifications.
4. Special Conditions
The attached Special Conditions shall replace the previous Special Conditions.
5. Written Questions & Answers (RFIs)
The attached summarizes all submitted written questions and respective answers.
6. Construction Plans
The Revised Construction Plans shall replace the previous Construction Plans.

All other procurement submittal requirements provided in this Invitation for Bids shall apply.

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

KEOKEA & WAIOHULI, MAKAWAO, MAUI

**TAX MAP KEYS: (2) 2-2-002: 014; (2) 2-2-033: 007 to 008, 009 to 022, 025 to 027 &
038 to 058 AND (2) 2-2-034: 016-026**

IFB NO.: IFB-20-HHL-023

Mr. William Aila, Jr., Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Dear Mr. Aila:

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-20-HHL-023. 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 hereby submits the following offer to perform the work for IFB No. IFB-20-HHL-023 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: _____

The undersigned represents that it is: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** **not** 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, City, State, Zip Code)

Business address

(Street Address, City, 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-20-HHL-023 for the Department of Hawaiian Home Lands.

KEOKEA-WAIOHULI SUBIVISION, PHASE 2A

The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications. Note. Prices are subject to general excise tax (GET).

Item No.	Estimated Quantity	Description	Unit Price	Total
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications.

MASS GRADING

1.	20	Acres, Clearing and Grubbing, including handling and removal of vegetation, unsuitable material, and debris off of DHHL Lands.	Per Acre	\$ _____	\$ _____
2.	86,500	Cu. Yds., Mass Grading of Unclassified excavation for roads, swales, lot access, culvert access roads and lot improvement, including Removal and Replacement of ash materials off of DHHL Lands (embankment =85,500 cu. yds.).	Per Cu. Yd.	\$ _____	\$ _____
TOTAL – MASS GRADING (Items 1 to 2 inclusive)					<u><u>\$ _____</u></u>

ROAD CONSTRUCTION

3.	98,100	Sq. ft., Fine grading of roadway, inclusive of subgrade preparation and Geofabric.	Per Sq. Ft.	\$ _____	\$ _____
4.	1,000	Cu. yds., Aggregate Subbase Course, 6” thick.	Per Cu. Yds.	\$ _____	\$ _____
5.	10,900	Sq. yds., Base Course, 6” thick.	Per Sq. Yds.	\$ _____	\$ _____
6.	3,685	Sq. yds., Asphaltic concrete pavement, 1-1/2” thick.	Per Sq. Yds.	\$ _____	\$ _____

7.	4,500	Sq. yds., Asphaltic concrete pavement, 2" thick.	Per Sq. Yds.	\$ _____	\$ _____
8.	2,710	Sq. yds., Concrete road pavement and shoulder, 6" thick.	Per Sq. Yds.	\$ _____	\$ _____
9.	L.S.	Asphaltic concrete road pavement transition to existing A.C. roadway; In place complete.	Lump Sum	\$ _____	\$ _____
10.	L.S.	Concrete road pavement transition to existing concrete roadway; In place complete.	Lump Sum	\$ _____	\$ _____
11.	90	Lin. ft., Concrete header.	Per Lin. Ft.	\$ _____	\$ _____
12.	90	Lin. ft., Wooden barricade as shown in the plans.	Per Lin. ft..	\$ _____	\$ _____
13.	L.S.	Remove existing wooden barricade and concrete header.	Lump Sum		\$ _____
14.	L.S.	Construction of 10' wide Non-Paved Lot Access (220 LF); In place complete.	Lump Sum		\$ _____
15.	L.S.	Construction of 10' A.C. Paved Culvert Access Roads (590 LF) including Geofabric (360 SY) and cattle gate; In place complete.	Lump Sum		\$ _____
16.	7	Each, Standard County street survey monument.	Each	\$ _____	\$ _____
17.	4	Each, Standard street name sign.	Each	\$ _____	\$ _____
18.	11	Each, Traffic sign with post.	Each	\$ _____	\$ _____
19.	L.S.	Centerline pavement striping, intersection markings and raised pavement markers.	Lump Sum		\$ _____

TOTAL – ROAD CONSTRUCTION
(Items 3 to 19 inclusive)

\$ _____

DRAINAGE SYSTEM

20. L.S. Construction of Drain Culvert “M-1” @ Road “M” Station 4+40.37 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 73 lin. ft. of 19’ x 8’-3” single radius annular arch, and 227 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ _____

21. L.S. Construction of Drain Culvert “M-2” @ Road “M” Station 6+63.28 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 67 lin. ft. of 36” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 165 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ _____

22. L.S. Construction of Drain Culvert “M-3” @ Road “M” Station 9+21.16 including excavation and backfill, construction of Type “B” catch basin “M-3a” with transition gutter, Type “B” catch basin “M-3b” with transition gutter, CRM outlet, GRP swale outlet, 49 lin. ft. of 24” corrugated aluminum pipe and 60 lin. ft. of 18” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 64 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ _____

23. L.S. Construction of Drain Culvert “M-4” @ Road “M” Station 14+06.45 including excavation and backfill, construction of Type “F” catch basin “M-4a” with transition gutter, Type “B” catch basin “M-4b” with transition gutter, Type “B” catch basin “M-4c” with transition gutter, CRM inlet, GRP swale outlet, 49 lin. ft. of 24” corrugated aluminum pipe and 159 lin. ft. of 18” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 102 lin. ft. of metal guardrail; In place complete.

Lump Sum

\$ _____

24.	L.S.	Construction of Drain Culvert “M-5” @ Road “M” Station 17+96.58 including excavation and backfill, construction of Type “B” catch basin “M-5a” with transition gutter, CRM inlet, GRP swale outlet, 45 lin. ft. of 24” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation; In place complete.	Lump Sum	\$ _____
25.	L.S.	Construction of Drain Culvert “Keanuhea Culvert-1” @ Keanuhea Street Station 42+71 including trench excavation, backfill, and restoration of Keanuhea Street, construction of CRM inlet and outlet, 71 lin. ft. of 36” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 130 lin. ft. of metal guardrail, relocation of existing water laterals; In place complete.	Lump Sum	\$ _____
26.	L.S.	Construction of Drainage System for Extension of Pahilikoa Street including excavation and backfill, construction of Type “B” catch basin “E5” with transition gutter, Type “B” catch basin “E5a” with transition gutter, standard drain manhole “E6”, standard drain manhole “E7”, Type “B” catch basin “E7a” with transition gutter, CRM outlet “E4”, and 458 lin. ft. of 18” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation; In place complete.	Lump Sum	\$ _____
TOTAL – DRAINAGE SYSTEM (Items 20 to 26 inclusive)				\$ _____

SWALE CONSTRUCTION

27.	L.S.	Construction of Trapezoidal Grass Swale (1’ bottom width x 1.5’ depth) including Swale transition, Hydro-Mulch Seeding (5,200 SY) and 90-day Maintenance; In place complete. Swale Nos. 78B, 80, 81B, 82, 83, 86B, 88A, 104A, 106, 108, 110, 111, 113, 117B, 118, 119A, 120, 121A, 121B, 123B, 124A, 156, 157, 159, 162, 165A, 169, 170, 171B, 172, 175A, 186B, 188, 189C, 190, 191C, 193, 194, 195, and 196 (6,580 LF); In place complete.	Lump Sum	\$ _____
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|-----|------|--|----------|----------|
| 28. | L.S. | <p>Construction of Trapezoidal Grass Swale (1' bottom width x 2' depth) including Swale transition, Hydro-Mulch Seeding (340 SY) and 90-day Maintenance; In place complete.</p> <p>Swale Nos. 77 and 76 (340 LF); In place complete.</p> | Lump Sum | \$ _____ |
| 29. | L.S. | <p>Construction of Trapezoidal GRP Swale (2' bottom width x 2' depth) including Swale transition/merge/connection, GRP (2,990 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 85A, 85B, 86A, 119B, 121C, 158, 160, 161, 163, 165B, 175, 189B, and 191A (2,990 LF); In place complete.</p> | Lump Sum | \$ _____ |
| 30. | L.S. | <p>Construction of Trapezoidal GRP Swale (2' bottom width x 2.5' depth) including Swale transition/merge/connection, GRP (400 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 81A and 184 (360 LF); In place complete.</p> | Lump Sum | \$ _____ |
| 31. | L.S. | <p>Construction of Trapezoidal GRP Swale (2' bottom width x 3' depth) including Swale transition/merge/connection, GRP (1,360 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 164, 180, and 191B (1,110 LF); In place and complete.</p> | Lump Sum | \$ _____ |
| 32. | L.S. | <p>Construction of Trapezoidal GRP Swale (3' bottom width x 2' depth) including Swale transition/merge/connection, GRP (670 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 78A and 115 (600 LF); In place and complete.</p> | Lump Sum | \$ _____ |

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|-----|------|---|----------|----------|
| 33. | L.S. | <p>Construction of Trapezoidal GRP Swale (3' bottom width x 3' depth) including Swale transition/merge/connection, GRP (1,640 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 171A, 186A, and 189A (1,230 LF); In place and complete.</p> | Lump Sum | \$ _____ |
| 34. | L.S. | <p>Construction of Trapezoidal GRP Swale (3' bottom width x 3.5' depth) including Swale transition/merge/connection, GRP (280 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale No. 174 (190 LF); In place and complete.</p> | Lump Sum | \$ _____ |
| 35. | L.S. | <p>Construction of Trapezoidal GRP Swale (3' bottom width x 4' depth) including Swale transition/merge/connection, GRP (380 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale No. 117A (240 LF); In place and complete.</p> | Lump Sum | \$ _____ |
| 36. | L.S. | <p>Construction of Trapezoidal GRP Swale (4' bottom width x 3' depth) including Swale transition/merge/connection, and GRP (600 SY); In place complete.</p> <p>Swale No. 197A (410 LF); In place and complete.</p> | Lump Sum | \$ _____ |
| 37. | L.S. | <p>Construction of Trapezoidal GRP Swale (4' bottom width x 4' depth) including Swale transition/merge/connection, GRP (2,820 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 84, 116, 123A, 167, and 174 (1,690 LF); In place and complete.</p> | Lump Sum | \$ _____ |

38.	L.S.	Construction of Rectangular GRP Swale (11' bottom width x 4' depth) including Swale transition, and GRP (200 SY); In place complete. Swale No. 117A (80 LF); In place and complete.	Lump Sum	\$ _____
39.	L.S.	Construction of Rectangular GRP Swale (12' bottom width x 4' depth) including Swale transition, and GRP (770 SY); In place complete. Swale No. 84, 116, 123A, and 167 (300 LF); In place and complete.	Lump Sum	\$ _____
TOTAL – SWALE CONSTRUCTION (Items 27 to 39 inclusive)				\$ _____

WATER SYSTEM

40.	870	Cu. yds., Unclassified excavation for water mains, manholes, and appurtenances, including backfill and pipe cushion.	Per Cu. Yd.	\$ _____	\$ _____
41.	440	Lin. ft., 12" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ _____	\$ _____
42.	1,890	Lin. ft., 8" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ _____	\$ _____
43.	110	Lin. ft., 6" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ _____	\$ _____
44.	2	Each, 12" Gate valve, Class 150.	Each	\$ _____	\$ _____
45.	3	Each, 8" Gate valve, Class 150.	Each	\$ _____	\$ _____
46.	6	Each, 6" Gate valve, Class 150.	Each	\$ _____	\$ _____
47.	2,790	Lbs., Cast iron fittings.	Per Lb.	\$ _____	\$ _____

The above weight is approximate and based on the fittings listed below:

12" MJ Fittings

2 – 12" 1/32 bend	440 lbs.
1 – 12" x 8" tee	340 lbs.
2 – 12" x 6" tee	670 lbs.
1 – 12" cap	80 lbs.
1 – 12" plug	79 lbs.
1 – 12" sleeve, 12" long	136 lbs.

8" MJ Fittings

4 – 8" x 6" tee	728 lbs.
2 – 8" cap	90 lbs.
1 – 8" plug	45 lbs.
2 – 8" sleeve, 12" long	<u>180 lbs.</u>

2,788 lbs.

48.	3	Each, 3/4" Air relief valve, 150 psi W.P., including appurtenances, in place complete.	Each	\$ _____	\$ _____
49.	3	Each, Air relief valve box, inclusive of concrete slab, in place complete.	Each	\$ _____	\$ _____
50.	4	Each, Fire hydrant, 4.5' curb to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	\$ _____	\$ _____
51.	2	Each, Fire hydrant, 5.5' curb to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	\$ _____	\$ _____
52.	11	Each, 6" Sliding valve box including cast iron frame and cover and concrete anchor pad, in place complete.	Each	\$ _____	\$ _____
53.	5	Cu. yds., Class "B" concrete including reinforcing steel wherever necessary for pipe bracing, reaction and test blocks, manhole bottoms, etc.	Per Cu. Yd.	\$ _____	\$ _____
54.	21	Each, 1" copper service lateral with Type "A" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.		\$ _____	\$ _____

		Each		
55.	7	Each, 1-1/2" copper service lateral with Type "A-1" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.		
		Each	\$ _____	\$ _____
56.	L.S.	Connection to existing 8" water main at intersection of Road "M" and Pahilikoa Street.		
		Lump Sum		\$ _____
57.	L.S.	Connection to existing 8" water main at intersection of Road "M" and Keanuheha Street.		
		Lump Sum		\$ _____
58.	L.S.	Connection to existing 12" water main at extension to Pahilikoa Street.		
		Lump Sum		\$ _____
59.	L.S.	Chlorination of waterlines, in place complete.		
		Lump Sum		\$ _____
TOTAL – WATER SYSTEM (Items 40 to 59 inclusive)				<u>\$ _____</u>

MISCELLANEOUS ITEMS

60.	L.S.	Mobilization and Demobilization.		
		Lump Sum		\$ _____
61.	L.S.	Field office.		
		Lump Sum		\$ _____
62.	L.S.	Project Sign including installation and removal; In place complete.		
		Lump Sum		\$ _____
63.	L.S.	Temporary Traffic Control.		
		Lump Sum	\$ _____	\$ _____
64.	L.S.	Installation, Maintenance, Monitoring and Removal of BMP, Including Silt Fence, Filter Sock, Temporary Erosion Control, Sediment Control Filter, Dust Control, and 12" Thick Ingress/Egress Gravel Access (13'x20'); In place complete.		
		Lump Sum		\$ _____

65.	L.S.	Permanent Erosion Control Measures for all graded areas, including Hydro mulch Seeding and 90 day maintenance; In place complete.	
		Lump Sum	\$ _____
66.	Allowance	Archaeological work, including monitoring and miscellaneous work as directed by the archaeologist with the approval of DHHL.	
		Allowance	\$200,000 _____
67.	Allowance	Removal of silt and debris from existing downstream drain structures, where drainage improvements will connect to existing structures; abandoned vehicles; trash; or dumped items, including hauling and disposal.	
		Allowance	\$100,000 _____
68.	Allowance	Additional drainage improvements and stabilization, or other work as directed by the Engineer.	
		Allowance	\$200,000 _____
69.	Allowance	Additional work pertaining to Endangered Species Mitigation as directed by DHHL.	
		Allowance	\$50,000 _____
70.	Allowance	Allowance for Unforeseen Conditions	
		Allowance	\$200,000 _____
		TOTAL – MISCELLANEOUS ITEMS (Items 60 to 70 inclusive)	\$ _____

RECAPITULATION

SUBTOTAL – MASS GRADING (Items 1 to 2, inclusive)	\$ _____
SUBTOTAL – ROAD CONSTRUCTION (Items 3 to 19, inclusive)	\$ _____
SUBTOTAL – DRAINAGE SYSTEM (Items 20 to 26, inclusive)	\$ _____
SUBTOTAL – SWALE CONSTRUCTION (Items 27 to 39, inclusive)	\$ _____

SUBTOTAL – WATER SYSTEM (Items 40 to 59, inclusive) \$_____

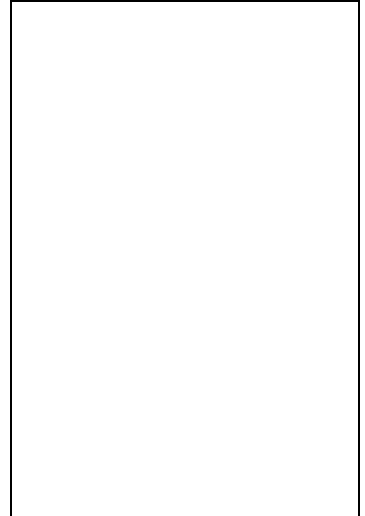
SUBTOTAL – MISCELLANEOUS ITEMS (Items 60 to 70, inclusive) \$_____

SUBTOTAL SUM BID = \$_____

GET = \$_____
(Note: GET @ 4.1667%)

TOTAL SUM BID=\$_____
(With GET)

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. Subtotals shall be exclusive of GET and Total Sum Bid shall include GET.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Five Hundred Fifty (550) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

HAWAII PRODUCTS PREFERENCE

Section 103D-1002, Hawaii Revised Statutes (HRS), as amended by Act 175 (Session Laws of Hawaii 2009), provides preference for Hawaii products. The previous Hawaii products list established pursuant to HRS §103D-1002 was suspended effective July 1, 2009, and a new list has been published by the State Procurement Office (SPO). DHHL will be supplementing the list with additional approved products for this solicitation.

Pursuant to HRS §103D-1002(b) (2) and Procurement Circular No. 2009-13, bidders intending to use Hawaii products should distribute the attached SPO-38, *Certification for Hawaii Product Preference*, to each of the manufacturers and producers of such products which bidders intend to use if the manufacturers and producers and their products are not listed on the SPO Hawaii Products List or in the DHHL's list below. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **4:00 p.m., April, 9, 2020**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by **4:30 p.m., April, 17, 2020**.

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.

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 – Basaltic Termite Barrier							
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral							
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Aggregates – Recycled Asphalt and Concrete							
Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Asphalt and Paving Materials - HI Products							
Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Cement and Concrete Products							
Product Subcategory <i>as applicable</i>	Effective Date	Last Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Precast Concrete Products							
Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
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 <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Hot Dip Galvanizing							
Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Pipes-Aluminum and Galvanized							
Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Aluminum Docks, Floating, etc. - Miscellaneous							
Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Playground Surfaces							
Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Signs - Traffic, Regulatory and Construction							
Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Veneer							
Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Soil Amendments, Mulch, Compost							
Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
Compost Filter							
Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General 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.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the bidder will employ to perform the work;
3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1)* verifying the

participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>

(Add additional sheets if necessary)

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

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) Certification for Safety and Health Programs for Bids in Excess of \$100,000. 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	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this IFB as submitted.

Bid Security in the amount of: _____

_____ DOLLARS (\$_____)

as required by law, is enclosed herewith in the form of:

(____) Surety Bond (*1)	(____) Official Check (*3)
(____) Legal Tender (*2)	(____) Share Certificate (*3)
(____) Cashier's Check (*3)	(____) Teller's Check (*3)
(____) Certificate of Deposit (*3)	(____) Treasurer's Check (*3)
(____) Certified Check (*3)	

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

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. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

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

DIVISION 2 – SITE WORK

SECTION 02100 – CLEARING AND GRUBBING

PART 1 – GENERAL

- 1.01 GENERAL CONDITIONS: The General Conditions, DHHL Construction General Conditions and Special Conditions in this IFB-20-HHL-023 shall govern this section of the work.
- 1.02 WORK INCLUDED
- A. Furnish all labor, materials, equipment and tools necessary to accomplish all clearing and grubbing work as indicated on the plans and as specified herein.
 - B. It shall be the responsibility of the Contractor to examine the project site and determine for himself the existing conditions.
 - C. Obvious conditions of the site existing on the date of the bid opening shall be accepted as part of the work, even though they may not be clearly indicated on the plans and/or described herein or may vary there from.
 - D. All debris of any kind accumulated from clearing or grubbing shall be disposed of off-site weekly and the whole area left clean. The Contractor shall be required to make all necessary arrangements related to the proposed place of disposal.
 - E. Burning onsite will not be permitted.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

- 3.01 SEQUENCE OF WORK: All sequence of work shall be subject to the approval of the Engineer.
- 3.02 PROTECTION
- A. Adequate precautions shall be taken before commencing and during the course of the work to insure the protection of life, limb and property.
 - B. The Contractor shall protect from damage all surrounding structures, trees, plants, grass, walks, pavements, utility boxes, etc. Any damages will be repaired or replaced by the Contractor to the satisfaction of the Engineer.
- 3.03 PERMITS: The Contractor shall apply for and obtain the necessary permits prior to the commencement of work. The Contractor shall pay for all fees.
- 3.04 BARRICADE: Erect temporary barricade to prevent people and animals from entering the project area, to the extent as approved by the Construction Manager. Such barricades shall not be less than 5'-0" in height. The extent of barricades may be adjusted as necessary with the approval of the Construction Manager. This work shall be accomplished to the satisfaction of the Department and at no extra cost to the Department. Barricades shall be removed upon completion of work and job site premises left clean.

3.05 MAINTAINING TRAFFIC

- A. The Contractor shall conduct operations with minimum interference to streets, driveways, sidewalks, etc. in accordance with the Traffic Control Plan in the construction plans.
- B. When necessary, the Contractor shall provide, erect and maintain lights, barriers, etc., as required by traffic and safety regulations with special attention to protection of life.

3.06 CONSTRUCTION LINES, LEVELS AND GRADES

- A. The Contractor shall verify all lines, levels and elevations indicated on the plans before any clearing, excavation or construction begins. Any discrepancy shall be immediately brought to the attention of the Construction Manager and any change shall be made in accordance with his instruction. The Contractor shall not be entitled to extra payment if he fails to report the discrepancies before proceeding with any work whether within the area affected or not.
- B. All lines and grades shall be established by a Surveyor licensed in the State of Hawaii.

3.07 CLEARING AND GRUBBING

- A. The Contractor shall clear off and remove from the entire area within the area to be graded, all rubbish, grass and weeds, stumps, large roots, buried logs, garbage, boulders and other unsuitable material. Where soft wet soils are encountered, light equipment should be used.
- B. The Contractor shall grub the ground surface within the area to be graded of all grass and weeds to 8 inches below present grades. This material shall be disposed off site properly.
- C. Any stumps and roots larger than 3 inches in diameter shall be removed to a depth not less than 18 inches below the original grade level. Fill voids with onsite material to maintain indicated grade.
- D. No excavation or filling shall be undertaken until area has been cleared and grubbed.

3.08 CONTRACT ZONE LIMITS: The Contract Zone Limits shall coincide with the limits of disturbance as shown on the plans. These limits indicate only in general the limits of the work involved. The Contractor, however, is required to perform any and all necessary and incidental work which may fall outside of these demarcation lines.

3.09 VERIFICATION OF EXISTING GRADES: Verify existing grades, inverts, and improvements before any clearing and grubbing work is done. Immediately bring to the attention of the Construction Manager any discrepancy and make any changes in accordance with his instructions. Starting of clearing and grubbing operations will be construed to mean that the Contractor agrees that the existing grades, inverts, and improvements are essentially correct as indicated. No extra compensation will be allowed if existing grades, inverts, and improvements are in error after verification thereof or if he fails to report the discrepancies before proceeding with any work.

- 3.10 CLEAN-UP: Clean up and remove all debris accumulated from construction operations from time to time, when and as directed by the Construction Manager. Upon completion of the construction work and before final acceptance of work, remove all surplus materials, equipment, etc., and leave entire job site clean and neat.

END OF SECTION

SECTION 02271 - SPECIFICATIONS FOR GRASSING

PART I - GENERAL

- 1.01 GENERAL DESCRIPTION: The Contractor shall provide all materials, equipment and labor necessary to complete the work. Slope control planting shall consist of hydro-mulch seeding with vegetative cuttings as required, fertilizing graded and disturbed areas, and shall include continuous care and maintenance in accordance with these specifications.

1.02 MATERIALS:

Seed: Seed quality shall have a minimum purity of 97 percent, minimum germination of 85 percent and weed content not exceeding 1/2 percent.

Fertilizer: Commercial fertilizer generally used for hydro-mulching shall be 13-34-10 pelletized fertilizer or equal during the grassing operation and the maintenance period. However, it shall be the responsibility of the Contractor to decide the analysis and ratio, quantity, method and frequency of application to insure sufficient nutrients for the sustained growth of the grasses specified.

Mulch: Mulch for hydro-mulching shall be specially processed fiber containing no growth or germination inhibiting components. After addition and agitation in the hydraulic equipment with fertilizers, grass seed, water and other additives not detrimental to plant growth, the fibers shall form a homogeneous slurry. When hydraulically sprayed on the soil, the fiber shall form a blotter-like ground cover which readily absorbs water and allows infiltration to the underlying soil. Mulch shall be applied at the minimum rate of 1,500 pounds per acre.

Water

- A. The Contractor shall furnish and pay for all water required for planting and during period of maintenance.
- B. The Contractor shall furnish all labor, materials and equipment necessary to install all temporary water lines, valves, etc., and upon completion of the work shall remove all such equipment.

1.03 PLANTING METHODS:

Soil Preparation

- A. The top layer of soil on the slope face shall be fertile and shall permit a normal growth of grass. It shall be free of extraneous materials harmful to plant growth.
- B. Slope areas incapable of supporting plant growth shall have topsoil spread and compacted prior to grassing operations.

C. The soil profile shall be wetted to a depth of 4 to 6 inches.

Fertilizing: Apply fertilizer evenly onto the soil surface at the minimum rate as required by analysis.

Planting by Hydro-Mulching

- A. Broadcast stolons at a minimum rate of 4 bushels per 1,000 square feet.
- B. Apply the seed, fertilizer and mulch with approved hydraulic equipment using seed at a minimum rate of 3 pounds per 1,000 square feet and mulch at a minimum rate of 1,500 pounds per acre.
- C. Areas inaccessible to hydro-mulching applications shall be seeded, fertilized and mulched by approved hand methods.

1.04 MAINTENANCE:

Initial: Maintenance shall commence simultaneously with hydro-mulching operations and includes watering, fertilizing, insect and disease control and protection.

Watering

- A. After planting, the ground shall be continuously kept moist for the first 14 days.
- B. When the grass begins to cover, reduce the frequency of watering and increase the length of the watering period.
- C. Watering shall be done in a manner that will prevent erosion due to excessive application of water. Watering equipment shall be of a type that will prevent damage to the planted areas.
- D. The Contractor shall repair erosion caused by excessive rainfall or watering, at no cost to the Owner.

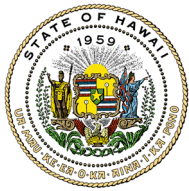
Insect and Disease Control: Regular inspections shall be made; if required, suitable insecticide or fungicide treatment shall be applied.

Protection: Planted areas shall be protected against traffic by providing proper safeguards as needed. Repair and replant damaged areas promptly.

Repair: The Contractor shall replant and fertilize areas failing to show sufficient growth to produce a satisfactory stand of grass at the time of final inspection.

1.05 ACCEPTANCE: Maintenance of the plant material shall continue until 90 percent minimum plant coverage is uniformly established and the work is approved and accepted by the Construction Manager and the Department.

END OF SECTION



STATE OF HAWAII
SPECIAL CONDITIONS

Project: Keokea-Waiohuli Subdivision Phase 2A
Location: Keokea & Waiohuli, Makawao, Island of Maui

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “Department” “DHHL” and “STATE”.

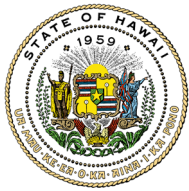
SC-02 INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Construction General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

INSURANCE REQUIREMENTS are as follows:

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-contractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
Builder’s Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value



STATE OF HAWAII

SPECIAL CONDITIONS

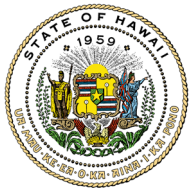
Fire and extended coverage	100% Replacement Value
Malicious Mischief	100% Replacement Value
Flood Insurance, if applicable	Maximum Coverage available

- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any Subcontractor.

SC-03

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before **Five Hundred Fifty (550)** Calendar Days after receiving written



STATE OF HAWAII

SPECIAL CONDITIONS

Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

SC-05 ALLOWANCES

The proposal contains payment items designated as allowances. Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

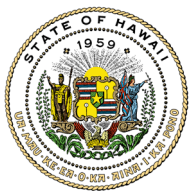
Allowances specifically set aside for construction work and materials will be negotiated when the scope of work is determined. Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-06 CONTINGENT ITEMS

The quantity shown in the Bid Form for contingent items is approximate only and for the purpose of obtaining a unit price bid. The quantity may vary depending on the field conditions. Payment for contingent items shall be made by multiplying the number of units authorized by the Engineer of such contingent item incorporated in the work by the unit price for such item as set forth in the Bid Form. Adjustments in the total lump sum bid price shall be made accordingly.

SC-07 PERMITS AND FEES

CONTRACTOR shall apply and pay for all permits and inspection fees as required by all governmental agencies having jurisdiction over this project.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-08 COORDINATION WITH OTHER PARTIES

The CONTRACTOR shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the Maui Department of Water, Maui Electric Company, Inc (MECO), County of Maui, and Sandwich Isle Communications (SIC).

SC-09 COORDINATION WITH LESSEES

Due to the presence of Lessees living on properties contained within this project, CONTRACTOR is responsible for communicating with all responsible owners of the subject properties from the beginning to end of the project term.

SC-10 CONTRACTOR'S LICENSING

It is the CONTRACTOR's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the CONTRACTOR does not hold all of the licenses required to perform a particular item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-11 WATER CHARGES AND REQUIREMENTS

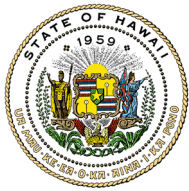
The CONTRACTOR shall be solely responsible for obtaining water to meet any requirements of the contract. Unless otherwise indicated or provided for, any work, costs, charges and fees necessary to obtain water for this contract shall not be paid for separately but shall be considered incidental to the various contract items; no separate or additional payment will be made therefore.

SC-12 SOIL AND DUST CONTROL

To control the dust during construction, the CONTRACTOR shall have an adequate supply of water for dust control and if necessary, moisture conditioning of fill material at all times. The CONTRACTOR shall institute an erosion control program and dust control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.

SC-13 GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Interim General Conditions shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13)



STATE OF HAWAII

SPECIAL CONDITIONS

SC-14 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

CONTRACTORS are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions 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.

SC-15 STANDARD SPECIFICATIONS AND STANDARD DETAILS

The “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986,” of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, and the “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984,” of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these specifications. The term “DPW Standard Specifications” used hereinafter refers to “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986,” and the term “DPW Standard Details” used hereinafter refers to “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984.” Copies of the DPW Standard Specifications and DPW Standard Details may be purchased at the Division of Purchasing during regular business hours of the City and County of Honolulu.

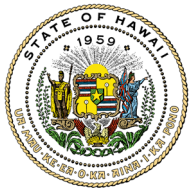
The work embraced herein shall be done in accordance with the DPW Standard Specifications and DPW Standard Details, insofar as they may apply.

SC-16 STATE STANDARD SPECIFICATIONS

The “Hawaii Standard Specifications for Road, Bridge and Public Works Construction,” Highways Division, Department of Transportation, State of Hawaii, 2005, as amended, and hereinafter referred to as the “State Standard Specifications” is by reference incorporated herein and made a part of these contract documents.

SC-17 WATER SYSTEM SPECIFICATIONS

The “WATER SYSTEM STANDARDS” of the Department of Water Supply, County of Maui, dated 2002, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the CONTRACTOR in accordance with the “WATER SYSTEM STANDARDS” and the various sections of the State of Hawaii Special Conditions.



STATE OF HAWAII

SPECIAL CONDITIONS

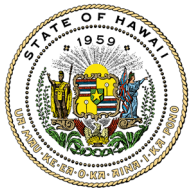
The term “Water System Standards” used in these contract documents refers to the “WATER SYSTEM STANDARDS” of the Department of Water Supply, County of Maui, dated 2002, and all subsequent amendments and additions.

SC-18 **APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR’S RESPONSIBILITY**

1. For the duration of the contract awarded utilizing the Hawai‘i 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.
2. Monthly certification shall be made on *MONTHLY REPORT OF CONTRACTOR’S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Monthly Certification Form 2)* prepared and made available by the DLIR. *Monthly Certification Form 2* shall be a signed original by the respective apprenticeship program sponsor’s authorized official, and submitted by the CONTRACTOR with its monthly payment requests. *Monthly Certification Form 2* is available on the DLIR website at: <http://hawaii.gov/labor/wdd>
3. 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 party to a registered apprenticeship agreement for each apprenticeable trade the CONTRACTOR employs, the CONTRACTOR will be subject to the following sanctions:
 - a. Withholding of the requested payment until the required form(s) are submitted;
 - b. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the CONTRACTOR; provided the DHHL shall be entitled to restitution for nonperformance or liquidated damages claims; or
 - c. Proceed to debar pursuant to HRS §103D-702.
4. 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.

SC-19 **COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT**

The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3,



STATE OF HAWAII

SPECIAL CONDITIONS

“Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

SC-20 ENERGY EFFICIENCY

The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

SC-21 ARCHAEOLOGICAL SITES

The CONTRACTOR should be aware that archaeological sites may be encountered during the construction of this project. If the CONTRACTOR encounters a potential archaeological site during construction, he shall immediately cease all operations in the area and contact the Project Manager and the State Historic Preservation Division.

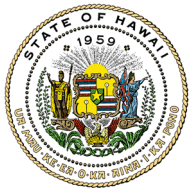
SC-22 INADVERTENT DISCOVERY OF HUMAN BURIALS

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, DHHL Project Manager, Office of Hawaiian Affairs and the Maui - Lanai Islands Burial Council.

DHHL shall provide the CONTRACTOR with a Supplemental Agreement for additional time added to the CONTRACTOR's performance schedule for the mitigation of any inadvertent discovery of human remains.

SC-23 ARCHAEOLOGICAL STUDIES

Previous Archaeological Studies have been completed and will be made available including reports “An Archaeological Monitoring Plan for Work During Infrastructure Improvements in Department of Hawaiian Home Lands Agricultural and Residential Lots, Keokea Ahupua'a and Waiohuli Ahupua'a, Kula District, Maui Island, Hawai'i” dated December 2005; “A Preservation Plan for the Department of Hawaiian Home Lands (DHHL), Kula Residential Lots in the Waiohuli Subdivision, Waiohuli and Keokea Ahupua'a, Makawao District, Maui Island, Hawai'i” dated August 2015; “A Burial Treatment Plan for the Department of Hawaiian Home Lands (DHHL), Kula Residential Lots, Waiohuli Subdivision, Waiohuli Ahupua'a, Makawao District, Maui Island, Hawai'i” dated June 2006.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-24 GEOTECHNICAL ENGINEER

The services of a geotechnical engineering firm are anticipated. The CONTRACTOR shall engage the services of a geotechnical consultant at its own cost. Any geotechnical costs shall be incidental to the contract. No separate payment shall be made. The CONTRACTOR is responsible to provide all closing documentation required by a geotechnical engineer to complete the project and close all applicable permits.

SC-25 SOILS INVESTIGATION AND REPORT

Subsurface soil investigations have been made at the subdivision site. A copy of the complete soils report entitled “Preliminary Geotechnical Exploration Report. Keokea-Waiohuli Subdivision Phases 1, 2, and 4A, Kula, Makawao, Maui, Hawaii, TMK: (2) 2-2-002:14, 55 and 71”, dated April, 2013, and addendum dated May 28, 2013 prepared by PSC Consultants LLC, is available with these bid documents.

Contract specifications shall control over soils report on contradictory requirements.

SC-26 SURVEYING SERVICES

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.

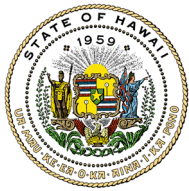
Upon completion, the CONTRACTOR shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Engineer. The as-built plan shall be incidental to the contract. No separate payment shall be made.

SC-27 CONSTRUCTION YARD AND RIGHT-OF-ENTRY

CONTRACTOR shall be responsible for determining the staging area and final route in and out of the project site in coordination with the DHHL and for obtaining right-of-entry from the DHHL.

SC-28 PLAN APPROVALS

Bidders are notified that the construction plans are still being processed for approvals and may change. Notice to Proceed will not be issued until the plans have been approved. In the event the Notice to Proceed is not issued by January 1, 2021, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the January 1, 2021 date. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for assumed escalation costs. This Special Condition shall supersede DHHL



STATE OF HAWAII

SPECIAL CONDITIONS

General Condition 3.1.4. All other conditions that pertain to the issuance of the Notice to Proceed as specified under DHHL General Condition 3.1.1 through 3.1.3 shall remain unchanged.

SC-29 FIRE PREVENTION PLAN

The site is subject to fires. As such, the CONTRACTOR shall prepare a Comprehensive Fire Prevention Plan, submit a copy to the Construction Manager, inform all workers, including subcontractor personnel assigned, post the regulations clearly at the site and enforce the plan.

SC-30 EARTHWORK QUANTITIES

Prior to any grading operations, the CONTRACTOR shall submit to the Project Manager a list of estimated quantities for excavation/embankment to complete the drainage grading work. The CONTRACTOR is responsible to dispose of all excavated material offsite unless otherwise approved by the Project Manager. Borrow material may be imported prior to completion of all excavation work; however, CONTRACTOR is responsible to ensure that the imported material meets the project specifications and testing results are provided to the Project Manager, then authorized by the Project Manager. CONTRACTOR is responsible to ensure that there is adequate site area to store imported materials. CONTRACTOR is responsible to restore the area used to store imported materials to similar or better condition.

SC-31 ENGINEERING WORK

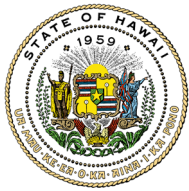
The DHHL may engage the Consultants for limited construction observations to supplement the inspections performed by the State and respective Counties. The Consultant's authority shall be as described in the DHHL Interim General Conditions 5.4.

SC-32 STATE GENERAL EXCISE TAX

This project is subject to the State of Hawaii General Excise Tax. The CONTRACTOR's Total Sum Bid shall include the General Excise Tax for all work.

SC-33 FINAL INSPECTION

Throughout the construction period, the work shall be subject to periodic inspection by the Department, designated Construction Inspector, the County of Maui and other applicable government agencies. Once work has been satisfactorily completed, the County and/or the Department and Construction Inspector, will make the final inspection to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.



STATE OF HAWAII

SPECIAL CONDITIONS

The CONTRACTOR shall therefore schedule the final inspection with DHHL and its Project Manager two (2) weeks prior to said inspection.

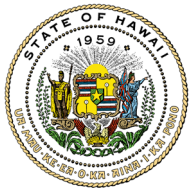
Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of the Department's right to subsequently require CONTRACTOR to complete all unfinished or defective work to the satisfaction of the Department.

SC-34

ACCEPTANCE

The term "acceptance" as used in the Contract Documents means that the work of improvement is acceptable to Owner and shall occur when each and all of the following events have been accomplished:

1. All labor has been performed and all materials supplied and incorporated into the work of improvement as provided in the Contract Documents in a good and workmanlike manner.
2. The project and the job site are in a "clean" condition completely free of all trash, rubbish, debris, dirt, smudges, etc., and all of CONTRACTOR's and subcontractors' tools and equipment, as well as any leftover materials and inventory, have been removed from the project and the job site.
3. All persons, firms and corporations, including all laborers, materialmen, suppliers and subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the construction, including, but not limited to, all persons who could file a claim of lien, have been paid in full and have submitted their final statements (Final CONTRACTOR's, Subcontractor's, and/or Materialmen's Voucher Release and Waiver of Lien) with a waiver of all rights to mechanic's lien, stop notice or recourse against the surety on the bond, if any, in form and substance acceptable to the Owner in its sole discretion.
4. CONTRACTOR submits to the Department an affidavit that such waiver of lien rights or releases includes all of the labor and materials for which any lien could be filed.
5. All work requiring inspection by any governmental authority has been duly inspected and written approval by such authority is received by the Construction Manager.
6. All requisite certificates of occupancy and other governmental approvals, letters of acceptance, licenses and permits have been issued and received by the Construction Manager.
7. The Department has received one complete set of "as-built" drawings and CONTRACTOR's certification.
8. The Department and/or Construction Manager have certified the completion of the project is in accordance with the plans and specifications.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-35 FINAL SETTLEMENT OF CONTRACT

The following shall be made additional conditions of compliance with DHHL Construction General Condition 7.33:

1. The CONTRACTOR shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be submitted to DHHL.
2. Signature, execution, and return of the “Record Drawing” Title tracings.

Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items.

SC-36 PROJECT SIGN

PROJECT SIGN SPECIFICATIONS

LETTER STYLE

COPY IS CENTERED AND SET IN ADOBE TYPE FUTURA HEAVY. IF THIS SPECIFIC TYPE IS NOT AVAILABLE, FUTURA DEMI BOLD MAY BE SUBSTITUTED. COPY SHOULD BE SET AND SPACED BY A PROFESSIONAL TYPESETTER AND ENLARGED PHOTOGRAPHICALLY FOR PHOTO STENCIL SCREEN PROCESS.

ART WORK

CONSTANT ELEMENTS OF THE SIGN LAYOUTS -- FRAME, OUTLINE, STRIPE, AND OFFICIAL STATE INFORMATION -- MAY BE DUPLICATED FOLLOWING WORKING DRAWING MEASUREMENTS OR BE REPRODUCED AND ENLARGED PHOTOGRAPHICALLY USING A LAYOUT TEMPLATE IF PROVIDED. THE STATE OF HAWAII” MASTHEAD SHOULD BE REPRODUCED AND ENLARGED AS INDICATED USING THE ARTWORK PROVIDED.

TITLES

THE SPECIFIC MAJOR WORK OF THE PROJECT UNDER CONSTRUCTION IS EMPHASIZED BY USING 3-3/4” TYPE (OR AS SPECIFIED BY DHHL), ALL CAPITALS. SECONDARY INFORMATION SUCH AS LOCATIONS OR BUILDING USES 2-1/4” TYPE, ALL CAPITALS. OTHER RELATED INFORMATION OF LESSER IMPORTANCE USES 2-1/4” (CAPITAL HEIGHT) TYPE IN LOWER CASE LETTERS. ALL LINES OF TYPE SHOULD NOT EXCEED THE WIDTH OF THE 6’—2” STRIPE.



STATE OF HAWAII

SPECIAL CONDITIONS

MATERIALS

PANEL IS 3/4" THICK, "AC" EXTERIOR GRADE FIR PLYWOOD WITH RESIN BONDED SURFACES ON BOTH SIDES.

PAINT AND INKS

SCREEN PAINT INKS ARE MATTE FINISH. PAINTS ARE SATIN FINISH, EXTERIOR GRADE. REFERENCE TO AMERITONE COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

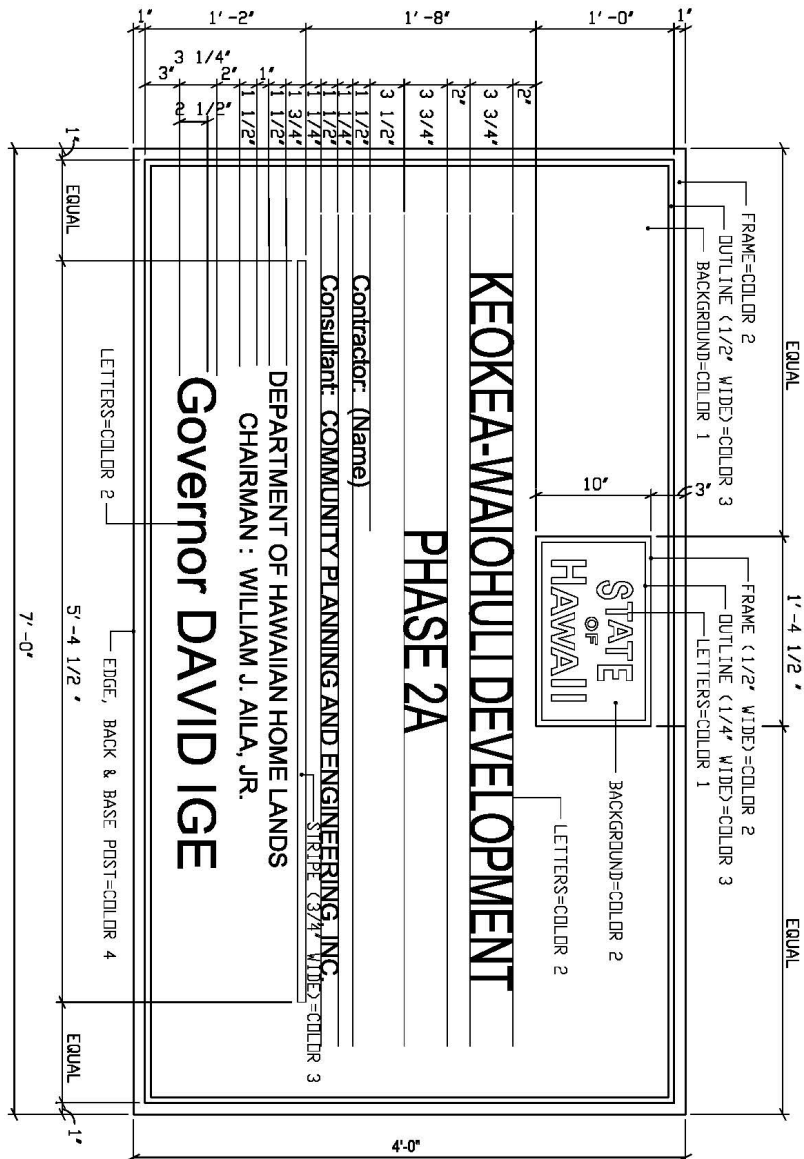
COLOR:

1. 1BL10A BOHEMIAN BLUE
2. 2H16P SOFTLY (WHITE)
3. 2VR2A HOT TANGO (RED)
4. 1M52E TOKAY (GRAY)



STATE OF HAWAII
SPECIAL CONDITIONS

Project Signs
01581-3





7'-0"

SECTION

4'-0"

9"

1'-2"

POST

GRADE

FILL EXCAVATION
(2'-0" DIA. MIN.)
W/CI.2500 CONC.

2'-0"

2'-0"

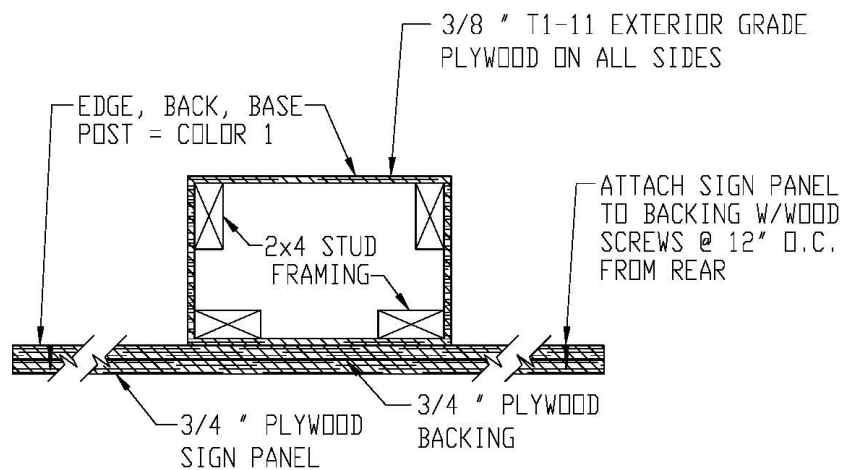
EXCAVATION LINE

FRONT

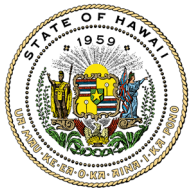
SIDE

ELEVATIONS

NOT TO SCALE



SECTION
NOT TO SCALE



STATE OF HAWAII

SPECIAL CONDITIONS

SC-37 FIELD OFFICE

The CONTRACTOR shall be responsible for all rental, utility and maintenance costs associated with the existing on-site field office. The field office shall be for exclusive use and entry of the Construction Manager and DHHL personnel, or their representatives.

The CONTRACTOR shall be responsible for the following monthly costs during the contract duration:

1. Field office rental.
2. Electric service (MECO).
3. High speed internet.
4. Potable water service.
5. Wireless security alarm.
6. Weekly pumping of waste holding tank.
7. Bottled water dispenser.

The above monthly costs shall be covered under an Allowance Item for the Field Office in the bid form. CONTRACTOR will be required to submit backup information when billing against this allowance item.

The CONTRACTOR shall maintain the field office in good repair and clean and sanitary condition. Should the Construction Manager, in his judgment, feel that the office is not being adequately maintained, operated or repaired, partial or full retention of the CONTRACTOR's monthly progress payment may be enforced until such inadequacies are corrected.

SC-38 ENDANGERED SPECIES

The CONTRACTOR shall abide by the Endangered Species Act of 1973. A critical habitat area (CHA) has been established west of the project site for the endangered Blackburn's Sphinx Moth. In addition, correspondence from the U.S. Fish and Wildlife Service suggests that five federally listed species including the endangered Hawaiian hoary bat, Hawaiian goose, Blackburn's sphinx moth, Hawaiian petrel, and the threatened Newell's shearwater are known to transit through the construction site. In the event that the CONTRACTOR encounters any of the species listed above, the following avoidance measures are proposed based on USFWS suggestions:



STATE OF HAWAII

SPECIAL CONDITIONS

Hawaiian hoary bat:

1. No trees greater than 15 feet tall shall be removed or trimmed during the bat breeding and pupping season of June 1 to September 15.
2. Federal funds shall not be used for the purchase or installation of barbed wire fencing.

Hawaiian goose:

1. If a Hawaiian goose appears within 100 feet of ongoing work, all activity shall be temporarily suspended until the bird moves off to a safe distance of its own volition.
2. A biologist shall survey the area around proposed construction areas during the Hawaiian goose breeding season (October to March) prior to the initiation of any work or after any subsequent delay of work of three or more days. If a nest is discovered within a radius of 100 feet of proposed construction activity, or a previously undiscovered nest is found within said radius after work has begun, all work shall cease and the Service will be contacted for further guidance.

Blackburn's sphinx moth:

1. A biologist shall survey the areas proposed for vegetation removal during the wettest portion of the year (November through April). If host plants are discovered in the area affected by the activity, host plants will not be cut or removed and the soil within 10 meters (33 feet) of the host plants not be disturbed. Upon soil disturbance, the site will be kept clear of host plants, with particular attention to ensuring that the non-native tree tobacco does not colonize the site.

Hawaiian petrel (seabirds) & Newell's shearwater

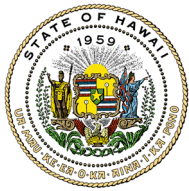
1. Any outdoor lighting will utilize systems which employ the lowest possible wattage for the application and be constructed in a manner that fully shields lighting sources and directs lighting completely downwards.

SC-39 SOLID WASTE DISPOSAL/RECYCLING

The CONTRACTOR shall dispose of all solid waste generated during construction.

SC-40 CERTIFICATION

The CONTRACTOR and the CONTRACTOR's Licensed Professional Land Surveyor shall jointly certify that the road grading and lot grading and installation of utilities, ditches, and swales were built to the lines and grades shown on the project plans.



STATE OF HAWAII
SPECIAL CONDITIONS

SC-41 RECORD DRAWINGS

Field Posted As-Built Drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be prepared and submitted by the CONTRACTOR. To accomplish this, the following procedure shall be followed by the CONTRACTOR:

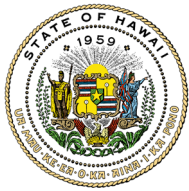
1. A full-size set of field posted as-built drawings shall be neatly maintained at the job site. All deviations from alignments, elevations and dimensions which are stipulated on the drawings and authorizations given by the Engineer to deviate from the drawings shall be clearly and accurately recorded by the CONTRACTOR on this set of record drawings.
2. Changes shall be recorded immediately after they are constructed in place to assure they are not forgotten. Record the changes using erasable colored pencil and refer to the authorizing document (RFI, Shop Drawing, Field Modification) or Change Order. The following color codes shall be used to document these changes on the drawings:

Additions	-	RED
Deletions	-	GREEN
Comments	-	BLUE
Dimensions	-	GRAPHITE*

* Legibly mark to record actual depths, horizontal and vertical location of utilities and structures relative to permanent surface improvements.

The field posted as-built drawings shall be made available to the Construction Manager and Engineer during normal working hours at the CONTRACTOR's field office so that its clarity and accuracy can be monitored.

A monthly log of all the record changes shall be submitted with each progress payment request. The CONTRACTOR shall not be entitled to any progress payment until he has provided a completed log which accurately reflects the work that was done. The log shall identify each revision by drawing number and a description of the revision. The CONTRACTOR and Construction Manager shall schedule a day each month to meet and review the log and drawings together.



STATE OF HAWAII

SPECIAL CONDITIONS

3. The words “FIELD POSTED AS-BUILT” shall be labeled on the title sheet and certified by the CONTRACTOR as to accuracy and completeness as shown below:

FIELD POSTED AS-BUILT

Certified By: _____ Date: _____
Contractor (Include name and company)

4. The words “FIELD POSTED AS-BUILT” shall be labeled on all sheets in the margin space to the right of the sheet number written from the bottom upward.
5. The Index to Drawings shall be revised with the label “FIELD POSTED AS-BUILT” for each sheet. The index shall conclude with the following note: “A COMPLETE SET CONTAINS ____ SHEETS” with the total number of sheets comprising the set to be placed in the blank.
6. Any “FIELD POSTED AS-BUILT” drawing which the Construction Manager or Engineer determines does not accurately record the deviation, or is not legible, will be rejected and returned to the CONTRACTOR for corrections. Drawings that are ripped or have excessive eraser marks from changes shall be replaced with a clean set of drawings.
7. Submit the set of approved “FIELD POSTED AS-BUILT” drawings to the Engineer no later than five (5) calendar days prior to the date of final inspection.
8. “RECORD DRAWINGS” will be prepared by the design consultant using the “FIELD POSTED AS-BUILT.” Both sets of drawings will be sent to the CONTRACTOR for review and approval. The CONTRACTOR will have one (1) week to review and approve the drawings. After the CONTRACTOR is satisfied the Record Drawings are correct, the CONTRACTOR shall certify changes by signing the tracings.

Written Questions and Answers:

1. Please advise on which bid item Swale 197A, as shown on Sheet C-68, shall be included in. Currently there is no bid item for a 4'W x 3'D GRP Swale.
Revised Bid Form to include Bid Item for 4'W x 3'D Swale.
2. Please advise if Culvert Access Roads F5A & F5B shall be constructed on this project and be included in Bid Item 14. If the Culvert Access Roads shall be constructed, please provide grading sheets for each of the listed Culvert Access Roads.
Construction Plans have been revised to include Culvert Access Roads F5A and F5B. Cost for this work will be inclusive of Bid Item 14.
3. Please advise of the slab on grade material to be installed for Drain Culvert M-1.
Please refer to detail sheet C-72. GRP material shall be used for the invert of Culvert M-1.
4. Please provide roadway details for "Future Roadway" as shown on sheet C12.
Only the grading for the "Future Roadway" shown on sheet C-12 is to be completed to the grades shown in the construction plans. There is no roadway construction to be completed.
5. The Bid Item Quantity for Bid Item 7: 6" Concrete Roadway Pavement does not appear to include the quantity for the construction of the 6" Concrete Pavement Swale. Please advise on which Bid Item the 6" Concrete Swales shall be included in.
Revised Bid Item quantity to include 6" concrete shoulder.
6. The roadway details on plan Sheet C-15 shows a 6" subbase section directly underneath the 6" base course section within the roadway section. Please advise on which bid item the 6" subbase section shall be included in.
Revised Bid Form to include Bid Item for subbase course.
7. Please advise on the scope of work that is to be included in Bid Item No. 3: Fine Grading.
Bid Item 3 is for the fine grading of the Roadway Prisms.
8. Please advise if Bid Item No. 2 if for measurement and payment is solely for quantity of excavation only.
Bid Item 2 quantity is based on excavation, but the bid item cost should account for all mass grading embankment and excavation.
9. Please confirm that the descriptions in lump sum bid items are "For Information Only" and that it is the contractor's responsibility to accurately quantify the entirety of the scope of work as shown in the RFP plan set.
Yes. Descriptions are for information only. Contractor is to price for work in place complete as shown in the Construction Plans.
10. Will DHHL provide a temporary construction meter to connect to a hydrant?
No. Contractor to work with Department of Water for temporary meter.

11. Does DHHL have a borrow site that can be utilized for specification section 02210 Part 2.01.A General Fill, Part 2.01.B Structural Fill, and Part 2.01.E Non-Expansive Select Material?
No, DHHL does not have a borrow site for use. Excavated materials may be used at the discretion of the geotechnical engineer.
12. Clarification from Addendum 3: "Is Archeological Monitoring required?...The contractor is responsible to select the Archeologist..." Please confirm that the payment for the Archaeological monitoring will fall under Bid Item 59.
Yes. Archaeological monitoring Payments will be paid for by the Archaeological Allowance Bid Item.
13. Drawing to connection point at Road M, STA 0+58.87. Please clarify the connection and fittings at Road M, STA 18+84.96.
Construction Plans have been revised to include waterline connection at Road M Sta. 18+84.96.
14. Please clarify depth of clear and grub.
 - a. Spec 02100, paragraph 3.07 stated, The Contractor shall grub the ground surface within the area to be graded of all grass and weeds to 6" below present grades. This material shall be disposed off site properly.
Spec Section 02100 has been revised to a depth of 8 inches.
 - b. Spec 02210, paragraph 2.01 stated, Organic Topsoil (Stripped Material) - Subsequent to acceptable clearing and grubbing, remove the top 8 inches of organic material laden topsoil as required and disposed of property off-site.
Spec Section 02210 remains at a depth of 8 inches.
15. Please provide the estimated construction cost.
A budget control amount will be announced at the bid opening.
16. Refer to Drawing No C-8 through C-15. In regard to the mass grading, drawings are a raster image. Please provide CAD files and/or vector drawings.
CAD file provided with CAD Waiver.
17. Please postpone the bid for 2 weeks to accommodate local subcontractors and material vendors to submit their quotes in a timely manner.
See Addendum 4 for revised Bid Schedule.
18. Work hours?
Standard work hours will be permitted.
19. Noise variance?
Contractor to obtain community noise permit for normal working hours.
20. On site Security required during non-working hours?
Contractor will be responsible to secure the Construction Site at all hours throughout the duration of the project.

21. On site Water available?

See question 10.

22. Space for crushing equipment? Location?

Contractor to determine within project boundaries.

23. Storage area available? If so, please provide size and location.

Contractor to determine within project boundaries.

24. Stockpile locations? Maximum height required?

Graded Mounds are intended for surplus material and will have a maximum height of 15 feet.

25. Please provide possible borrow sites. The Geotech report stated a designated borrow/stockpile site located 1600 feet north of proposed J. Figure 4 of the Geotech report shows the location. Please confirm if we can use this site. If so, please address location in the general layout plans. Please provide reference to any construction plans for the Keokea-Waiohuli Development Phase 1.

There will be no borrow site for this project at this time.

26. Please provide the estimated mass grading quantities: mass excavation and mass embankment. Please clarify that 98,000 cubic yards is the mass excavation and 80,700 cubic yards is the mass embankment.

See question 8.

27. Please clarify that if the 98,000 cubic yards of mass grading includes the ash material.

The 98,500 cubic yards of mass grading excavation is unclassified material which is inclusive of ash materials.

28. Refer to Spec 02210. Site preparation stated that areas to receive fill shall be over-excavated down to 2 feet. Geotech report stated that 2 feet of over excavation is required to support roadways, house pads and driveways. The fill material within 2 feet below the pavement subgrade. This over excavation is included in the mass excavation of 98,500 cubic yards? Or is over excavation of 2 feet is in addition to the 98,500 cubic yards. Please clarify.

The over excavation will be in addition to the 98,500 cubic yard quantity. The 2 feet of over excavation is only required where ash materials are encountered.

29. Refer to Drawing No C-5 and C-8. The demolition of the existing GRP swales will be paid under which bid item?

No swales are anticipated to be demolished.

30. Refer to Drawing No C-14: Graded Mound Plan. Please provide top and bottom elevations for the graded mounds. Please clarify the use of these graded mounds. Possible location to stockpile excavated surplus?

Construction Plans have been revised to include elevations. Graded Mounds are intended for surplus material.

31. Drawing No C-18. Please provide details of Catch Basin (E-5, E-5a, E-7) and Drain Manholes (E-6, E-7). The catch basins on Road M are either Type B or Type F with modified transition gutter. See Drawing C-28 for an example.
Construction Plans have been revised to include transition gutter.
32. Bid Item 3. Please confirm that this Includes the scarify and recompact 6" per Spec 02230.
Bid Item will include cost for 6-inch scarification and recompaction.
33. Bid Item 4. Please confirm that this includes the base course and the aggregate subbase course for all AC and Concrete Roadways? This does not include the subgrade material for the non-paved lot access and AC Paved access roads found in Bid Item 13 and 14?
See question 6 regarding subbase course. All work for culvert access roads and lot access are under separate line item.
34. Bid Item 6. Please confirm that this includes the AC pavement for the Roadways only. This does not include the AC pavement located at AC Paved access roads found in Bid Item 14?
Yes. Bid Item is for AC pavement of roadways only. AC pavement for culvert access roads is under separate line item.
35. Bid Item 9. Please provide detail of Concrete road pavement transition to existing concrete roadway. Drawing No C-16 only shows the detail for AC road pavement transition to existing AC roadway.
Detail provided in revised Construction Plans.
36. Bid Item 12. Please provide a detail or dimensions of the wooden barricade and concrete header to be removed.
Wooden barricade and concrete header were originally installed per standard details.
37. Bid Item 13. Please provide locations and subgrade detail of non-paved lot access.
Please see Construction Plans for locations. Non-paved lot access roads are to be graded and grassed.
38. Bid Item 14.
a. Please confirm locations are the culvert access roads shown in Drawing Nos C-19 through C-29. Base course, aggregate subbase course and AC pavement for the AC paved access roads to be paid under this bid item?
See Construction Plans for locations and details. Bid Item for Culvert access roads is a lump sum bid item. All work for the culvert access roads in place complete shall be accounted for under this item.
b. Please provide locations and detail of the cattle gates at the AC paved access road. Assume 1 each per AC paved access road? 10' wide cattle gate?
Details for cattle gate added to revised construction plans.
39. Bid Item 16. Bid quantity of 2 each. Drawing No C-30 shows 4 each.
Bid Item revised quantity to 4 each standard street name signs.

40. Bid Item 18. See concrete pavement at Pahilikoa Street. Please clarify we are applying thermoplastic striping to the concrete pavement.
Thermoplastic striping may be used on the concrete pavement at Pahilikoa Street.
41. Bid Item 19 through 25. Please provide metal guardrail specifications and details. Refer to general standards?
General Standards shall apply to metal guardrails.
42. Bid Item 48. Bid quantity of FH assembly is 6 each at 4.5' height, but plans show 4 each 4.5' height and 2 each 5.5' height. Please clarify.
Bid Item added for 5.5' height FH assembly and quantities adjusted accordingly.
43. Bid Item 54. Please provide any details/dimensions of field office.
A minimum 20' x 8' construction trailer shall be provided. See Special Conditions for Office Trailer details.
44. Bid Item 55. Please provide any details/dimensions of the project sign.
See Special Conditions for project sign details/dimensions.
45. Bid Item 56. Please provide temporary traffic control plans.
Construction Plans have been revised to include suggestive traffic control plan.
46. Bid Item 57.
- a. Please clarify the dimensions and thickness of the ingress/egress. Bid item stated 8" thick (13'x20'). Drawing No C-6 & C-7 shows 12" thick (40'x50').
Bid Item revised to 12" thick.
 - b. Please clarify the quantities for the filter sock barrier (linear footage), temporary erosion control at culvert inlet/outlets (each), temporary erosion control at GRP swales (each) and the sediment control filter at catch basins (each). Drawing No C-6 only shows the quantities for the silt fence (linear footage), dust fence (linear footage), ingress/egress (each) and filter socks (typical).
Contractor to complete his own quantity take offs.
47. Bid Item 58. Please clarify that this bid item includes the hydro mulch seeding for all graded areas (excluding the grass swale areas in Bid Item 26 & 27).
Bid Item to include hydro mulching for all graded areas excluding grass swales.
48. The "removal of the existing 8" CAP for Road M WL & 12" CAP for Pahilikoa St WL" will be paid under which bid item.
Bid Form has been revised to include Bid Items for waterline connections.
49. Bid Item 38. Please confirm bid quantity of 870 cubic yards. Is this quantity based on the standard pay width. Please provide typical water and drain trench details.
Standard Details as specified in the Special Conditions will apply.

50. Bid Item 51. Please confirm bid quantity of 21 each Type A Service Lateral. Road M has a total of 13 each and Pahilikoa Street has a total of 7 each.
Please refer to the Construction Plans. Road M has a total of 13 Type A service laterals, Pahilikoa has a total of 5, Keanuheha has a total of 2, and Olakino has a total of 1.
51. Bid Item 45. Please confirm bid quantity of 2,790 pounds. Refer to <https://american-usa.com/products/ductile-iron-pipe-and-fittings/fittings/mechanical-joint-fittings/bends>.
Bid Item 45 quantity confirmed, based off approved manufacturers stated in the Department of Water Standards.
52. Bid Items 19 through 25. Please provide estimated volumes of CRM inlets and outlets.
See question 9. Contractor to complete his own quantity take offs.
53. Bid Items 28 through 37. Please provide estimated volumes of GRP swales. The square yardage and linear footage quantity provided in each bid item description is based on the plan view or does it take into account the slopes?
Square Yardage and linear footage are based on plan view.
54. Bid Item 9. Please provide PCC specifications and PCC jointing plans.
Contractor to provide jointing plan based on specification section 02513 as submittal for review and approval.
55. Drawing No C-70. Please clarify the concrete to be used for the concrete block energy dissipators.
Class B concrete may be used for the energy dissipators.
56. Please confirm the contractor is only required to clear and grub within the grading limits shown on C-8.
Contractor only required to clear and grub within grading limits shown in Construction Plans.
57. Plan sheet C-14 shows 2 graded mounds, what is the purpose of these mounds? If the contractor is to grade these mounds, please provide finish grade contours? Can the contractor stockpile excavated spoils there?
See question 30.
58. Plan sheets C-15 and C-19 calls for installation of geotextile fabric separating silt/ash and select material. Please provide geotextile fabric specifications.
Geotextile fabric shall be Mirafi 180N or approved equal.
59. Bid item 1 includes removal of debris off DHHL land. Are there existing structures and abandoned vehicles that the contractor is responsible for demolishing and removing?
Abandoned vehicles to be paid for through allowance items. No existing structures anticipated to be onsite.
60. Bid item 54 is calls for field office. Is the contractor required to have an office onsite that meets specific requirements?
Yes, see Special Conditions in the contract.

61. Bid item 55 is calls for a project sign. Please provide project sign specifications.

See question 44.

62. Various plans sheets call for grassing on graded slopes and swales. Bid item 58 calls for permanent erosion control measures, including hydro mulch seeding and 90-day maintenance. Please provide permanent grassing and hydro mulch seeding specifications.

Grassing specification added to the contract under Technical Specifications.

63. Is there a water source for dust control?

See question 10.

64. Regarding the "Erosion and Sediment Control Inspection and Maintenance Practices" notes on sheet C-4: Is the contractor responsible for obtaining a NPDES permit and compiling/maintaining the SWPPP?

DHHL will provide Notice of General Permit Coverage for the project site boundaries.

Contractor responsible to follow recommendations within the SWPPP.

65. Bid Item 14 says that cattle gates should be installed at all Access Roads, however: none of the plans show them anywhere or detail them in the specs.

See question 38b.

66. Per Soil's Report 3B Fine is acceptable pipe bedding, are we able to use this recommendation for all the DWS water lines?

No. 3B fine is not ok for water lines. Should Follow Department of Water Standards, use S4C.