

SEALED OFFERS

INVITATION FOR BID

Koai'a Corridor Improvement Project - Driveway Hardening

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES

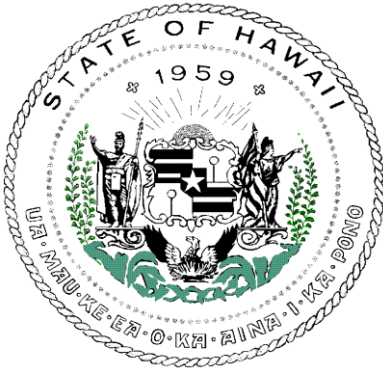
DIVISION OF FORESTRY AND WILDLIFE

HAWAII DISTRICT

HIePRO IFB

B23001135

NOTICE TO ALL OFFERORS



STATE DEPARTMENT OF LAND AND NATURAL RESOURCES

INVITATION FOR BIDS HiePRO IFB B23001135

SEALED OFFERS

Koai'a Corridor Improvement Project - Driveway Hardening

FOR
DEPARTMENT OF LAND AND NATURAL RESOURCES,
DIVISION OF FORESTRY AND WILDLIFE
HAWAII DISTRICT

WILL BE RECEIVED UP TO AND OPENED AT 4:00 P.M. (HST) ON

DECEMBER 29, 2022

THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIEPRO).

Koai'a Corridor Improvement Project – Driveway Hardening

Scope

Project Background

The Koai'a Corridor is adjacent to the Koai'a Tree Sanctuary and Pu'u o Umi Natural Area Reserve, off Kohala Mountain Road (Highway 250) just outside of Waimea. On State-owned lands, this area was previously leased to ranchers for over a century, but is now being restored to the native forest that once blanketed the slopes of Kohala. This corridor also provides public access to the Koai'a Tree Sanctuary trails as well as the Pu'u o Umi Natural Area Reserve. Due to the steep sloping terrain and the limited land area, the ascending dirt access road chronically erodes during rain events creating nearly impossible to navigate roads as well as debris spillover onto the Highway.

This project aims to harden the driveway to be able to withstand such erosion events while at the same time providing better access to the adjacent public lands.

Project Area

The driveway to be improved is about 300 feet long (possibly 600 feet with line item 2), beginning off of Kohala Mountain Road (Highway 250) between the 5.5 and 6 mile markers, curving upslope at about 15% (9°) slope. See attached map.

Project Scope

Please provide bids on the following Line Items. Depending on bid amounts and our budget restraints, Line Item 1 will be awarded at minimum. Either Line Item 2 or 3 will be awarded depending on the bid amounts and our budget restraints.

Line Item 1:

- Base prep (we will do major grading work in-house)
- Form and Pour concrete driveway, 300 ft length, 16 ft wide
 - Reinforced with #5 rebar spaced 16" on center
 - 10" thick
 - Grooved finish (laterally)
 - With footings
 - With water diversion hump at the top

Line Item 2:

- Base prep (we will do major grading work in-house)
- Form and Pour concrete extended driveway, 300 ft length, 16 ft wide
 - Reinforced with #5 rebar spaced 16” on center
 - 10” thick
 - Grooved finish (laterally)
 - With footings
 - With water diversion hump at the top

Line Item 3:

- Base prep (we will do major grading work in-house)
 - 12” thick 6in- rock
 - Minimum 3” basecourse, compacted
- Pave asphalt extended driveway, 300 ft length, 16 ft wide
 - 3” thick asphalt
 - Crowned
 - With water diversion hump at top

Timeline

Solicitation Posting	December 2, 2022
Site Visit (recommended)	December 9, 2022 at 10:00 AM
Submit questions by	December 15, 2022
Offer Due Date	December 29, 2022
Bid unsealing and selection	January 3, 2023

Project to be completed within 6 months of notice to proceed. Final invoices must be provided no later than May 30, 2024.

Special Requirements

- Contractor licenses as appropriate and applicable for the Scope of Work as stated must be submitted with the bid.
- Submit bid bond with the bid.
- Upon selection of contractor to perform this job, Performance, Material, and Payment bonds must be provided before a purchase order can be processed.

Site visit

Recommended site visit on December 9, 2022 at 10:00 AM. Please RSVP to Project Contact no later than December 8th. Meet at the Koai'a Tree Sanctuary on Kohala Mountain Road, between mile markers 5.5 and 6, just outside Waimea.

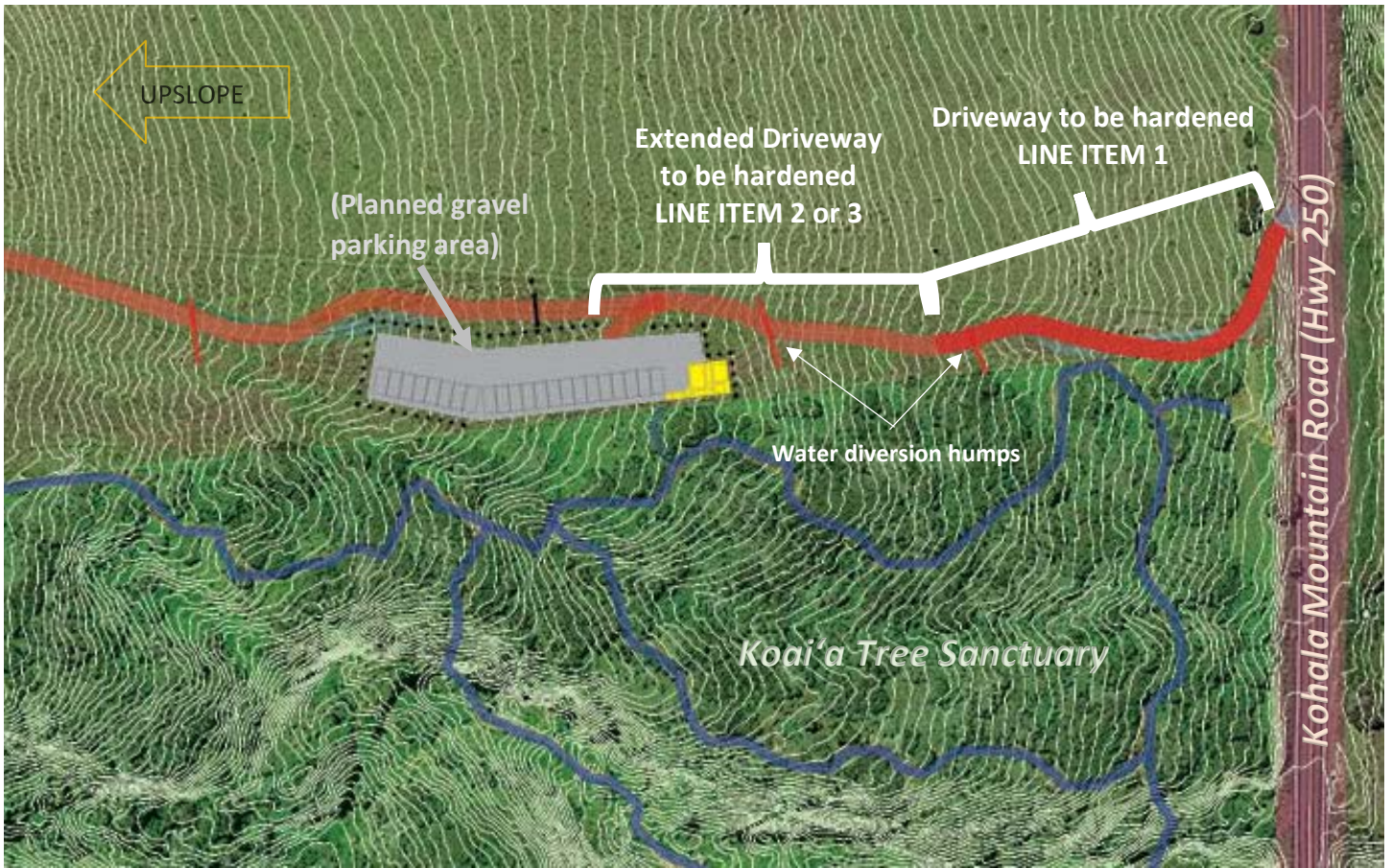
Project Contact

Jackson Bauer

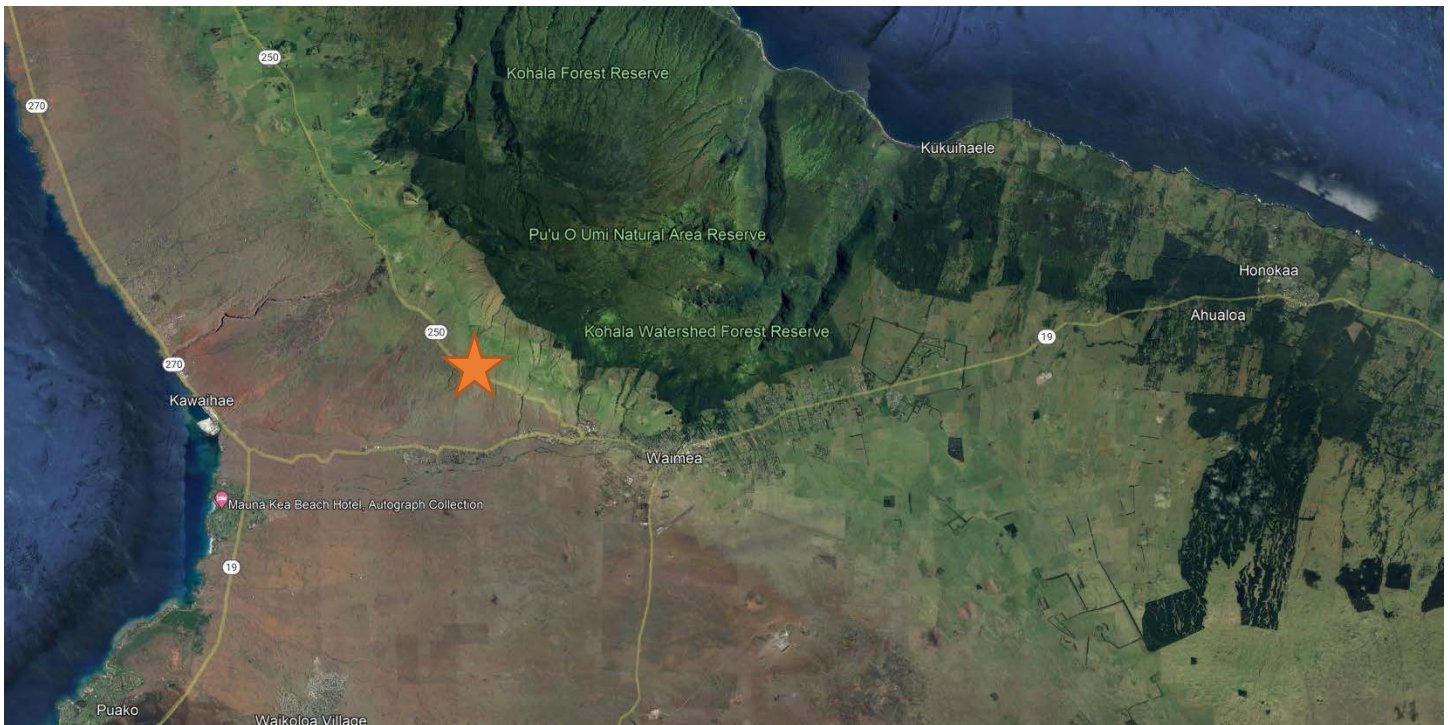
808-657-8041

jackson.m.bauer@hawaii.gov

Project Area:
(0.5 m contour lines)



Overview map:



View from bottom of Line Item 1 looking upslope:



View from top of Line Item 2 looking downslope:



TERMS AND CONDITIONS

Authority of the State:

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final if not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

Method of Award:

At the close of this solicitation the bids will be reviewed by the Contract Administrator. All vendors are advised that they must be HCE compliant to qualify for selection. The bidder must provide a bid for all line items in the solicitation to qualify for award.

Vendor Selection:

All offers must be submitted by the Offer Due Date as indicated. No late submittals will be accepted.

Contract:

The successful bidder will enter into a contract with the State for the line item prices identified by this solicitation.

General Conditions:

It is understood that this IFB includes Forms AG-008 General Conditions and DLNR Interim General Conditions dated October 1994, as amended.

The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications, and are referred to hereafter as the DLNR Interim General Conditions.

In the event of a conflict between conditions, Special Conditions shall take precedence, followed by the General Conditions, and the DLNR Interim General Conditions.

Chapter 104, HRS, Wages and Hours of Employees on Public Works:

Bidder is advised that Chapter 104, HRS shall apply to this solicitation. The Bidder may access this Chapter on the State's website:

www.ehawaii.gov/government/html/index.html.

**Awarded contractor will provide weekly certified payroll to Contract administrator. **

Contractor's License Required:

The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.

Insurance:

Bidder shall provide proof of insurance including: the insurance agent (company name), contact person and phone number, the insurance underwriter, and the policy number. Failure to provide such information shall be grounds for bid rejection.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured. As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor(s) to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, Including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Basic Motor Vehicle Insurance And Liability Policies	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, the Contractor shall be responsible for furnishing a copy of the policy or policies. Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the 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.

Irregular Bids:

No irregular bids or propositions for doing the work will be considered by the Board.

Withdrawal of Bid:

No bidder may withdraw his bid between the time of the opening thereof and the award of contract.

Successful Bidder to file Performance and Payment Bonds:

The successful bidder will be required to file performance bonds and labor and material payment bonds each for the total amount of each project price requisitioned by a purchase order per the "fence projects" section.

Wages and Hours:

In accordance with sub-sections 7.3 to 7.9 of the Interim General Conditions dated October 1994 relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his Bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Contract Administrator. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof? No work shall be done at night unless authorized by the Contract Administrator. This project is in a remote region that may require work on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day, and/or at night. Work during these times will be permitted subject to approval by the Contract Administrator.

Property Damage:

It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator. All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

Bidder's Responsibility to Provide Proper Superintendence:

The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project. If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

Hiring of Hawaii Residents:

The Contractor shall comply with Act 68, SLH 2010, in the performance of; and for the duration of this contract. The Contractor shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

The requirements shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.

Public Convenience and Safety:

The Contractor shall always conduct construction operations with due regard to the convenience and safety of the public. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Worker Safety:

The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

Other Health Measures:

Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall always be provided when work is scheduled.

Hawaii Business or Compliant Non-Hawaii Business Requirement:

Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

Compliance with §3-122-112 HAR:

As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the selected bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance" indicating the bidder's status is compliant with the requirements of §103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

Campaign Contributions:

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Protest:

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows, or should have known, of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.