

State of Hawaii
DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
Honolulu, Hawaii

DEPARTMENT OF AGRICULTURE

Sharon Hurd
Chairperson

INVITATION FOR BIDS

Job No. DOAK07
Kainahola Stream Clearing
Kapaa, Kauai, Hawaii

Ad Date: April 14, 2023
Bids Due: May 15, 2023; 010:00 AM
IFB No.: 23002180
Bid Location: HiePro - Electronic Procurement System
Contact: Bryce Yoshimori; email: bryce.e.yoshimori@hawaii.gov

State of Hawaii
DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESOURCE MANAGEMENT DIVISION
Honolulu, Hawaii

CONTRACT SPECIFICATIONS

Job No. DOAK07
Kainahola Stream Clearing
Kapaa, Kauai, Hawaii

Approved: 
BRIAN KAU, P.E.
Administrator and Chief Engineer
Agricultural Resource Management Division
Department of Agriculture

January 2023

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DEPARTMENT OF LAND AND NATURAL RESOURCES
INTERIM GENERAL CONDITIONS, DATED OCTOBER 1994
(Included by reference and bound separately)

NOTICE TO BIDDERS
(Chapter 103D, HRS)

COMPETITIVE BIDS for Job No. DOAK07, Kainahola Stream Clearing, Kapaa, Kauai, Hawaii, shall be submitted to the Department of Agriculture, Agricultural Resource Management Division, on the specified date and time through the Hawaii State e-Procurement (HIePRO). HIePRO is accessible through the State Procurement Office website at www.spo.hawaii.gov.

The Department of Land and Natural Resources Interim General Condition, dated October 1994, as amended, and the General Conditions –AG008, latest revision, shall be made part of the specifications.

The project is located at Kapaa, Kauai, Hawaii.

The work shall generally consist of cutting and removing trees and bushes, obtaining permits.

Due to the nature of work contemplated, bidders must possess a valid State Contractor's license.

A voluntary pre-bid conference will be held by video conference on April 28, 2023 at 10:00 am. If you are interested in joining the conference, please contact Bryce Yoshimori at bryce.e.yoshimori@hawaii.gov, by 8:00 am on April 28, 2023.

The estimated cost of construction is \$1,500,000.

The award of the contract, if it be awarded, will be subject to the availability of funds.

Since the estimated cost of construction is \$250,000 or more, the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall apply.

Should there be any questions, please refer to the HIePRO solicitation.

INFORMATION AND INSTRUCTIONS TO BIDDERS

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INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. PROPOSALS: Bidders shall submit their bid, including the completed proposal form, bid bond, and any other documents required by the solicitation, as part of their bid through the State of Hawaii e-Procurement System (HIePRO). See Item D, PROPOSAL FORM.
- C. GENERAL CONDITIONS: 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 General Conditions.
- D. PROPOSAL FORM: **The Bidders shall fill out and upload the electronic copy of the proposal form to the HIePRO website when submitting the bid. Bid Proposals shall not be mailed, faxed or delivered to the State, unless requested to do so after the designated closing date. The successful Bidder shall fill out and print a hard copy of the proposal form, sign and submit the form with the contract award package.**
- E. OMISSIONS OR ERASURES: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Agriculture (Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE:
A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a questionnaire. When requested by the State, the completed questionnaire shall be submitted to the Chief Engineer for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: A bid security will be furnished by each bidder as provided in sub-section 2.7 of the General Conditions. The successful bidder's bid security will be retained until Contract execution and furnished a performance and payment bond in an amount equal to one hundred percent (100%) of the total Contract price, including an amount estimated to be required for extra work, is furnished.
- The Department reserves the right to hold the bid securities of the four lowest bidders until the successful bidder has entered into a contract and has furnished the required performance bond. All bid securities will be returned in accordance with sub-section 3.5 of the General Conditions.
- Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond within the time stated in the proposal, the bid security shall be forfeited as required by law.
- H. CONTRACTOR'S LICENSE REQUIRED: The Department 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.

- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be considered by the Department.
- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work, as provided in sub-section 3.6 of the General Conditions.
- L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If requested by the Department, six copies of the Contract, performance and payment bonds shall be executed.
- M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Chief Engineer (Engineer) and in accordance with sub-section 4.2 of the General Conditions.

The Contractor shall clearly identify and inform the Engineer in writing of any deviations from the contract documents at the time of submission and shall obtain the Engineer's written approval to the specified deviation prior to proceeding with any work.

- N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions 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 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 Engineer. 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 Engineer.

- O. PERMITS: The State will process permit applications whenever possible, and the Contractor shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and

licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

- P. 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 Engineer.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

- Q. TIME: The time of completion is specified in the Proposal. It is the Department's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

Prospective bidders are reminded that the State has the option to proceed with or abandon a project depending on whether the project can be completed for occupancy in the specified time.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

- R. BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE: The successful low bidder shall designate in writing to the Engineer 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 Engineer 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 Engineer 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.

- S. LIQUIDATED DAMAGES: Liquidated damages in the amount specified in the Proposal will be assessed for each and every calendar day from and after the expiration of the time period stated in the Contract for the completion of the project.

- T. HIRING OF HAWAII RESIDENTS: The Contractor shall comply with Act 68, SLH 2010, in the performance 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.

- U. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.
- V. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Engineer 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.
- W. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.
- X. AS-BUILT DRAWINGS: 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 required. All authorizations given by the Engineer to deviate from the plans shall be drawn on the job site plans. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded on the as-built drawings. Final as-built drawings shall be submitted to the Engineer for review and approval. After the Engineer approves the as-built drawings, the contractor shall submit an electronic copy in Adobe PDF format on CD ROM.
- Y. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free.
- Z. 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 Engineer 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.

- AA. TOILET FACILITIES: All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged.
- BB. SIGNS: Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Engineer for the purpose of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic.

When indicated in the Proposal, the Contractor shall provide a project sign, size 4'-0" x 7'-0" to be placed as directed by the Engineer. The sign shall be constructed in accordance with Section 01581 - Project Sign of these specifications and approved by the Engineer. All wording, type and size of lettering and color selection shall be as specified in these specifications or as approved by the Engineer.

All signs shall be kept neat and clean, and properly erected at all times.

- CC. FIELD OFFICE AREA FOR DEPARTMENT: When indicated in the Proposal, the Contractor shall provide a housed working area of at least 100 square feet adjacent to the Contractor's office for the Department's use. This area will be used by the Engineer to perform tests and to store equipment. As a minimum, the field office shall include the following: standard sized office desk and chair, lighting, ventilation, window-type air conditioning rated at 5,000 BTU, door and window with locking hardware, electrical outlets, and working communications facilities (a cellular telephone is acceptable). The Department will pay for all long distance toll charges made by the Engineer.
- DD. QUANTITIES: All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Department reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- EE. 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 be provided at all times when work is scheduled.
- FF. 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.

GG. 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 apparent low 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 is responsible to apply for and submit the following documents to the Department.

- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) “**Certificate of Compliance**”. (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “**Certificate of Good Standing**”. Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Alternately, instead of separately applying for these certificates at the various state agencies, 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 \$12.00 to the Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

HH. NON-DISCRIMINATION NOTICE

The Hawai‘i Department of Agriculture does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and, the Department of Agriculture does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Department’s non-discrimination programs, policies, or procedures, you may contact:

Morris Atta, Acting Non-Discrimination Coordinator
Hawai'i Department of Agriculture
1428 S. King Street, Honolulu, HI 96814,
(808) 973-9560
hdoa.titlevi@hawaii.gov

If you believe that you have been discriminated against with respect to a Department of Agriculture program or activity receiving federal assistance, please contact the HDOA Non-Discrimination Coordinator identified above or visit our website at <http://hdoa.hawaii.gov/blog/main/discriminationcomplaints/> to learn how and where to file a complaint of discrimination.

The Hawai'i Department of Agriculture does not intimidate, threaten, coerce, or discriminate against any individual or group for the purpose of interfering with any right or privilege guaranteed under federal anti-discrimination laws, or because an individual has filed a complaint or has testified, assisted, or participated in any way in an investigation, proceeding, or hearing related to federal anti-discrimination laws, or has opposed any practice made unlawful by federal anti-discrimination laws.

To request translation, interpretation, modifications, accommodations, or other auxiliary aids or services, contact the HDOA Office of the Chairperson at (808) 973-9560 or email hdoa.info@hawaii.gov. Please allow sufficient time for HDOA to meet accommodation requests.

PROPOSAL

FOR

State of Hawaii
DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESOURCE MANAGEMENT DIVISION

Job No. DOAK07
Kainahola Stream Clearing
Kapaa, Kauai, Hawaii

Date: _____

Chief Engineer
Agricultural Resource Management Division
Department of Agriculture
State of Hawaii
Honolulu, Hawaii

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to clear Kainahola Stream, and perform related work as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders, Information and Instructions to Bidders, Proposal, Detailed Specifications, Interim General Conditions, Plans, and any and all addenda for:

Job No. DOAK07
Kainahola Stream Clearing
Kapaa, Kauai, Hawaii

on file in the office of the Agricultural Resource Management Division for the TOTAL BASE BID (Items 1 to 6) of:

Dollars (\$ _____)

and will fully complete all work under this contract within **365** consecutive calendar days from the date of written notice to proceed, including date of said order, said total sum being itemized on the following pages.

PROPOSAL
Kainahola Stream Clearing

| <u>BASE BID</u> | | | | | |
|-------------------------------------|---------------------------|-------------|---|-------------------|--------------|
| Item No. | Estimated Quantity | Unit | Description | Unit Price | Total |
| 1. | 1 | LS | Mobilization/Demobilization. Not to exceed 10% of the Total – Base Bid minus this line item | LS | \$ _____ |
| 2. | 1 | LS | Boundary Survey; inclusive of a Professional Surveyor’s services to survey and stake the boundaries of the project site. | LS | \$ _____ |
| 3. | 1 | LS | Permits; inclusive of a Professional Engineer’s services, permit fees, and supplies needed to obtain all necessary permits. | LS | \$ _____ |
| 4. | 2.9 | Acre | Vegetation removal and disposal; 30’ wide x 4200 LF, centered along centerline of stream, installation and maintenance of Best Management Practices (BMPs). | \$ _____ | \$ _____ |
| 5. | 1 | LS | Botanical and Bird Survey; survey and report of the plant life and water birds in the project site by a qualified botanist. | LS | \$ _____ |
| 6. | 1 | Allow. | Archaeological monitoring; to be used only as directed by the Officer-in-Charge. | Allow. | \$80,000.00 |
| <u>Additive Alternate #1</u> | | | | | |
| 7. | 1.9 | Acre | Vegetation removal and disposal; additional 20’ wide area – 10’ on each side beyond the base bid limits, or as directed by the Engineer, and maintenance of Best Management Practices (BMPs). | \$ _____ | \$ _____ |

PROPOSAL
Kainahola Stream Clearing

| | | | | | |
|-------------------------------------|-----|------|---|----------|----------|
| <u>Additive Alternate #2</u> | | | | | |
| 8. | 2.9 | Acre | Vegetation removal and disposal; additional 30' wide area – 15' on each side beyond the base bid limits, or as directed by the Engineer, and maintenance of Best Management Practices (BMPs). | \$ _____ | \$ _____ |
| <u>Additive Alternate #3</u> | | | | | |
| 9. | 3.9 | Acre | Vegetation removal and disposal; additional 40' wide area – 20' on each side beyond the base bid limits, or as directed by the Engineer, and maintenance of Best Management Practices (BMPs). | \$ _____ | \$ _____ |

RECAPITULATION

| | | |
|-------------------------------------|-------------------|-----------------|
| Total Base Bid (Items 1 to 6) | Enter this on P-1 | \$ _____ |
| Additive Alternate #1 (Item 7) | | \$ _____ |
| Additive Alternate #2 (Item 8) | | \$ _____ |
| Additive Alternate #3 (Items 9) | | \$ _____ |
| TOTAL SUM BID (Items 1 to 9) | | \$ _____ |

APPRENTICESHIP AGREEMENT PREFERENCE

1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. “Employ” means the employment of a person in an employer-employee relationship.
 - a. The apprenticeship agreement shall be registered with the DLIR and confirm to the requirements of Hawaii Revised Statutes Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain 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.
2. A bidder seeking the preference must state the apprenticeable trade the bidder will employ for each trade to be employed to perform the work by submitting a completed signed original Certification Form 1 verifying participation in an apprenticeship program registered with DLIR. “Apprenticeable trade” shall have the same meaning as “apprenticeable occupation” pursuant to Hawaii Administrative Rules (HAR) § 12-30-5.
 - a. The Certification Form 1 shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. “Sponsor” means an operator of an apprenticeship program and in whose name the program is approved and registered with DLIR pursuant to HAR § 12-30-1.
 - b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
 - c. The completed signed original Certification Form 1 for each trade must be submitted with the bid. Previous certifications shall not apply.
 - d. When filling out the Certification Form 1, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the DLIR website. “Registered apprenticeship program” means a construction trade program approved by DLIR pursuant to HAR § 12-301 and § 12-30-4.
 - e. The Certification Form 1 and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at:
<http://hawaii.gov/labor/wdd>.
3. Upon receiving the Certification Form 1, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.
4. 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 bid amount by five percent (5%) for evaluation purposes.

5. Should the bidder qualify for other preferences (e.g. Hawaii Products), all applicable preference shall be applied to the bid price.

CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

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

CONDITION OF AWARD

It is understood that the award of the contract will be made on the basis of the lowest responsible Base Bid (Items 1 to 6). Write the total of bid items 1 to 6 on page P-1.

In the event the low bid is below the available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized to award Additives to the lowest bidder. The award of Additives may be in any order or combination such that the Base Bid plus Additives do not exceed the available funds.

It is understood and agreed that the Department of Agriculture reserves the right to reject any and/or all bids and waive any defects when, in the Board's opinion, such rejection or waiver will be for the best interest of the State of Hawaii.

In the event all bids exceed available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized in situations where time or economic considerations preclude resolicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. It is understood and agreed upon that the head of the purchasing agency may delete a portion or all of any item(s) in the proposal at the stated unit or lump sum price as necessary to stay within the available funding. The bidder is responsible to make an earnest effort to represent the actual cost of each item, including all materials, labor, equipment, overhead and profit in their bid proposal to preclude claims of anticipated profit or loss of profit because of an unbalanced bid proposal.

It is also understood that if a mutually agreeable cost for the reduced scope of work necessitated by a lack of available funds cannot be agreed upon between the bidder and the head of the purchasing agency within 14 calendar days after the bid opening, then the bid may be rejected in the best interest of the purchasing agency, and the head of the purchasing agency may negotiate in progressive order (lowest to highest) with the next lowest responsible and responsive bidder.

It is also understood and agreed that the award of the contract shall be conditioned upon funds being made available for this project and further upon the right of the Department of Agriculture to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

It is also understood that Notice to Proceed may be delayed up to one (1) year after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

It is also understood and agreed that the quantities given herewith are approximate only and are subject to increase or decrease, and that the undersigned will perform all quantities of work as either increased or decreased, in accordance with the provisions of the Contract Specifications.

It is also understood and agreed that the estimated quantities shown for the items for which a UNIT PRICE is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this contract, and the undersigned agrees that he is satisfied with and will at no time, dispute said estimated quantities as a means of claims for anticipated profit or loss of profit, because of a difference between the quantities of the various classes of work done or the materials and equipment installed, and the said estimated quantities. On UNIT PRICE bids, payment will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared. In the comparison of bids, words written in the proposal shall govern over figures and unit prices will govern over totals. Until the award of the contract, however, the right will be reserved to reject any and all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

It is also understood and agreed that liquidated damages in the amount of FIVE HUNDRED AND NO/100 (\$500.00) for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.

It is also understood and agreed that if this bid is accepted, the successful bidder must enter into and execute a contract with the Department of Agriculture and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

It is also understood and agreed that the successful bidder will provide all necessary labor, materials, tools, equipment, and other incidentals necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

It is understood that by submitting this proposal, 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 two years.

It is understood that by submitting this proposal in accordance with HAR 3-122-192, the undersigned is declaring that the price submitted is independently arrived without collusion.

It is also understood that by submitting this proposal, a Certification for Safety and Health Programs for bids in excess of \$100,000 (in accordance with HRS 396-18), the undersigned certifies that his organization 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 (HIOSH).

It is further understood and agreed that the successful bidder shall comply with paragraph 3.1.a "SUBCONTRACTING" of the General Provisions which requires that the contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work embraced in the Contract, except that certain contract items of work, if specifically referred to in the special provisions, will be exempted from said twenty percent requirement.

Compliance with §103-310 HRS. As a condition of award all bidders shall comply with all laws governing entities doing business in the State, including Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security – unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 HRS (temporary disability insurance); and Chapter 393 HRS (pre-paid health care), and shall produce all documents to the State (DLNR, Engineering Division) required to demonstrate compliance with these subsections. Any bidder making a false affirmation or certification under this subsection shall be suspended and may be debarred from further offerings or awards pursuant to §103D-702 HRS.

RECEIPT OF ADDENDA

The bidder also acknowledges receipt of any and all addenda issued by the Agricultural Resource Management Division, by recording the date of receipt of the respective addenda in the space provided below:

| <u>Addendum</u> | <u>Date Received</u> |
|-----------------|----------------------|
| No. 1 | _____ |
| No. 2 | _____ |
| No. 3 | _____ |
| No. 4 | _____ |
| No. 5 | _____ |
| No. 6 | _____ |
| No. 7 | _____ |
| No. 8 | _____ |

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

It is also understood and agreed that if this Proposal is accepted and the undersigned should fail or neglect to contract as aforesaid, the State may determine that the bidder has abandoned the Contract, and thereupon, forfeiture of the security accompanying his proposal shall operate and the same shall become the property of the State.

JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT The Bidder agrees that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the required work indicated pursuant to Section 103D-302, HRS. It is the sole responsibility of the contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project. The Bidder certifies that the completed listing of joint contractors or subcontractors fulfills the requirements for the project and the Bidder, together with the listed subcontractors or joint contractors have all the specialty contractor's licenses to complete the work, except as provided for in HRS §103D-302(b). Failure of the Bidder to comply with this requirement may be just cause for rejection of the bid.

“A” General Engineering Contractors and “B” General Building Contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the “A” and “B” contractor may still bid on and act as the “prime” contractor on an “A” or “B” project (See, HRS §444-7 for the definitions of an “A” and “B” project.), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor's license (An “A” or “B” contractor obtains “C” specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32). The remaining work must be performed by appropriately licensed entities.

General Engineering “A” Contractors automatically have these “C” specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b and C-61.

General Building “B” Contractors automatically have these “C” specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a and C-42b.

In completing the Joint Contractors or Subcontractors List, describe the specialty contractor's nature and scope of work to be performed for this project and provide the complete firm name of the joint contractor or subcontractor in the respective columns. If the Bidder is a general contractor providing the work of a required specialty contractor, whose license is not automatically held pursuant to HAR 16-77-32, fill in the Bidder's (general contractor's) name and nature and scope of work to be performed on this project.

List only one joint contractor or subcontractor per required specialty contractor's classification, unless within the same specialty, the work of each joint contractor or subcontractor can be described so that there is no overlap in work descriptions.

If a contractor's license is required by law for the performance of the work which is called for in this bid, the bidder and all subcontractors must have the required license before the submission of the bidder's proposal in the case of a non-federal aid project, and for federal-aid projects, the bidder must have the required license prior to the award of the project and all subcontractors prior to the start of the subcontracted

Enclosed herewith is a:

- 1. Surety Bond (*1))
- 2. Legal Tender (*2))
- 3. Cashier's Check (*3))
- 4. Certificate of Deposit (*3)) in the
- 5. Certified Check (*3)) amount
- 6. Official Check (*3)) of
- 7. Share Certificate (*3))
- 8. Teller's Check (*3))
- 9. Treasurer's Check (*3))

(Cross Out Those Not Applicable)

_____ Dollars (\$ _____)

as required by law.

Respectfully submitted,

Name of Company, Joint Venture or
Partnership

Contractor's License No.

By: _____
Signature (*4)

Title _____

Print Name Date _____

Address _____

Telephone No. _____

E-Mail Address _____

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 drawn by, or a certified 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 or 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. PROPOSAL MUST BE INTACT, MISSING PAGES MAY INVALIDATE YOUR BID.

End of Proposal

SPECIAL PROVISIONS

Amend INTERIM GENERAL CONDITIONS, dated October 1994, as follows:

Section 2 – Proposal Requirements and Conditions

1. **AMEND** Section 2.1 Qualification of Bidder with the following:

Written Notice of Intent to Bid or Offer: A written Notice of Intent to Bid is not required for the Solicitation.

Standard Qualification Questionnaire: Bidders may be required to complete a standard qualifications questionnaire. When requested, the information shall be furnished within two working days or longer at the discretion of the Engineer. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.

Hawaii Business or Compliant Non-Hawaii Business Requirement: Bidders 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. A certified letter is not required prior to bid opening.

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 apparent low 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 is responsible to apply for and submit the following documents to the Department.

- A. Tax Clearance (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) “Certificate of Compliance”. (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “Certificate of Good Standing”. Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.hawaii.gov> to acquire a “Certificate of Vendor compliance” indicating that bidder’s status is compliant with requirements of §103D-310(c), HRS, 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). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

2. **ADD** Section 2.4a, Pre-Bid Conferences

Required Pre-bid Conferences: For construction and design-build projects with an estimated value of \$500,000 or more and solicited under the competitive sealed bid method (103D-302 HRS); and for construction and design-build projects with an estimated value of \$100,000 or more and solicited under the competitive sealed proposal method (103D-303 HRS); a pre-bid conference is required.

Other Pre-Bid Conferences: The Department may require a pre-bid conference for construction or design-build projects that are below the dollar threshold listed in above or when projects have special or unusual requirements.

Other Conditions: The Department may require the prospective Bidders to make a physical inspection of the project site and make attendance at the pre-bid conference a condition for submitting an offer.

Nothing stated at the pre-bid conference shall change the solicitation unless a change is made by written addendum.

3. **DELETE** Section 2.5, Addenda and Interpretations, in its entirety and replace with the following:

“Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated using the question and answer section on the HIEPRO solicitation for interpretation and must be received in the time frame set in the HIEPRO solicitation. Any interpretation, if made and any supplemental instructions will be in the form of written addenda to the plans and specifications and made available prior to the offer due date. It shall be the prospective bidder’s sole responsibility to verify and obtain any said addenda. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.”

Section 3 – Award and Execution of Contract

1. **AMEND** Section 3.3, Award of Contract, by deleting “sixty (60)” and replacing with “ninety (90)” in the first paragraph.

2. **AMEND** Section 3.3, Award of Contract, by adding the following after the first paragraph:

“If the contract is not awarded within the ninety (90) days, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.”

3. **AMEND** Section 3.9, Notice to Proceed, by deleting “180 days” and replacing with “one (1) year” in the last paragraph.

4. **ADD** Section 3.10, Protests:

“3.10 PROTESTS—Pursuant to Section 103D-701, Hawaii Revised Statutes, an actual or prospective offeror who is aggrieved in connection with the solicitation or award may submit a protest. Any protest

shall be submitting in writing to the Chairperson, Department of Agriculture, 1428 South King Street, Honolulu, Hawaii 96814, or designee as specified in the solicitation.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known 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 the award of the contract.

Section 5 – Control of Work

AMEND Section 5.8 Value Engineering Incentive by deleting “\$100,000” and replacing with “\$250,000” in the first paragraph.

Section 6 – Substitution of Materials and Equipment

ADD the following to Section 6.3 Sub-paragraph b:

4. If the substitution meets all the requirements of the specifications and plans.

Section 7 – Prosecution and Progress

1. **DELETE** Section 7.2d in its entirety and replace with the following:

“d. Insurance Requirements

1. Obligation of Contractor

The Contractor shall not commence any work until it obtains, at its own expense, all required insurance. Such insurance must have the approval of the Department as to limit, form and amount and must be maintained with a company authorized by law to issue such insurance in the State of Hawaii.

All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the Department.

Certificate(s) of Insurance acceptable to the Department shall be filed with the Engineer prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty days written notice has been given to the Engineer by registered mail. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the Certificate. Should any policy be canceled before final acceptance of the work by the Department, and the Contractor fails to immediately procure replacement insurance as specified, the Department, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor’s responsibility for payment of damages resulting from its operations under this contract, including the Contractor’s obligation to pay liquidated damages, nor shall it affect the

Contractor's separate and independent duty to defend, indemnify and hold the Department harmless pursuant to other provisions of this contract. In no instance will the Department's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

All insurance described herein shall cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area, and all change order work.

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

2. Types of Insurance

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

- (a) Worker's Compensation. The Contractor and all subcontractors shall obtain full worker's compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.
- (b) Commercial General Liability Insurance and Automobile Insurance. Contractor's commercial general liability insurance and automobile liability insurance shall both be obtained in a combined, single limit of not less than \$1,000,000 per occurrence that shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, or in connection with, the performance of work under this contract.

The Contractor's property damage liability insurance shall provide for a single combined limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others including the Department's, arising directly or indirectly out of or in connection with the performance of the work under this contract including explosion or collapse.

The Contractor shall either:

- i. Require each of its subcontractors to procure and to maintain during the life of its subcontract, subcontractors' comprehensive general liability, automobile liability and property damage liability insurance of the type and in the same amounts specified herein; or

- ii. Insure the activities of its subcontractors in its own policy.

The Contractor will be permitted, in cooperation with insurers, to maintain a self insured retention for up to 25% of the per occurrence combined single limits of the commercial general liability and the automobile liability policies. The existence of the self insured retention must be noted on the certificate of insurance coverage submitted to the Department or else it will be understood that the insurer is providing first dollar coverage for all claims. For all claims within the self-insured retention amount, the rights, duties and obligations between the Contractor and the Department shall be identical to that between a liability insurer and the Department, as an additional insured, as if there was no self-insured retention.

- (c) **Builder's Risk Insurance.** Unless included in the Specifications of this project, the Contractor shall not be required to provide builder's risk insurance. If required as noted in the Specifications, builder's risk insurance shall be provided during the progress of work and until final acceptance by the Department upon completion of the contract. It shall be "All Risk" (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in progress to the full replacement value thereof. Such insurance shall include the Department as additional name insured. The Contractor shall submit to the Engineer for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to 25% of the amount insured by the policy. With respect to all losses up to any deductible amount, the relationship between the Contractor and the Department shall be that of insurer and additional insured as if no deductible existed".

2. **DELETE** Section 7.16 in its entirety and replace with the following:

"RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY – The Contractor shall indemnify the State and the Department against all loss of or damage to the State's or the Department's existing property and facilities arising out of any act or omission committed in the performance of the work by the Contractor, any subcontractor or their employees and agents. Contractor shall defend, hold harmless and indemnify the Department and the State, their employees, officers and agents against all losses, claims, suits, liability and expense, including but not limited to attorneys' fees, arising out of injury to or death of persons (including employees of the State and the Department, the Contractor or any subcontractor) or damage to property resulting from or in connection with performance of the work and not caused solely by the negligence of the State or the Department, their agents, officers and employees. The State or the Department may participate in the defense of any claim or suit without relieving the Contractor of any obligation hereunder. The purchase of liability insurance shall not relieve the Contractor of the obligations described herein.

The Contractor agrees that it will not attempt to hold the State and its Departments and Agencies and their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these specifications or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.

The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with this contract and the surety bond will not be released by final acceptance and payment by the Department unless all such claims are paid or released. The Department may, but is not obligated to, withhold or retain as much of the monies due or to become due the Contractor under this contract considered necessary by the Engineer to cover such just claims

until satisfactory proof of payment or the establishment of a payment plan is presented.

The Contractor shall defend, indemnify and hold harmless the State and its Departments and Agencies and their officers, representatives, employees or agents from all suits, actions or claims of any character brought on account of any claims or amounts arising or recovered under the Worker's Compensation Laws or any other law, by-law, ordinance, order or decree.

Section 8 – Measurement and Payment

1. **DELETE** Section 8.7a in its entirety and replace with the following:

- a. Tax Clearances from the State of Hawaii Department of Taxation and Internal Revenue Service, subject to section 103D-328, HRS, current within two months of issuance date indicating that all delinquent taxes levied or accrued under State Statutes against the contractor have been paid.

2. **ADD** Section 8.7d, Certificate of Compliance:

- d. A Certification from the Contractor affirming that the Contractor has, as applicable, remained in compliance with all laws as required by Section 103D-310, HRS, and Section 3-122-112, HAR. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS.
 1. Certification of Compliance for Final Payment, State Procurement Office Form-22. Must be Signed Original.

3. **ADD** Section 8.7e, Hawaii Compliance Express:

- e. In lieu of submitting the tax clearances from Taxation and IRS, and SPO Form -22, the Contractor may choose to use the Hawaii Compliance Express as described on page SP-1 of this Special Provisions.

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SECTION 00090

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction Schedule.
 2. Submittals Schedule.
 3. Schedule of Prices.
 4. Payment Application.

1.02 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical activities are activities on the critical path and control the total length of the project. They must start and finish on the planned early start and finish times.
 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either the Department or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Schedule of Prices: A statement furnished by Contractor allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Payment Applications.

1.03 SUBMITTALS

- A. Required Submittals: Submit the list of the required submittals, by Specification Section, within 15 days after award of the contract or upon earlier written instructions from the Contracting Officer.
1. The listing shall indicate and include the following:
 - a. The number of copies required for submittal.
 - b. Planned submittal date.
 - c. Approval date required by the Contractor.
 - d. A space where the "date of submittal" can be inserted.
 - e. A space where the "date of approval" can be inserted.
 - f. A space where an "action code" can be inserted.
- B. Construction Schedule: Submit the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Contracting Officer.
- C. Schedule of Prices: Submit the Schedule of Prices integrated with the Construction Schedule for review within 15 days after the award of the contract or upon earlier written instructions from the Contracting Officer.
1. Use the Department's forms for Payment applications.
- D. Payment Application: Submit the payment application at earliest possible date and no sooner than the last day of the month after all payroll affidavits, updated submittal registers, and schedules have been submitted.

PART 2 - PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Submittals include one or more of the following: shop drawings, color samples, material samples, technical data, material safety data information, schedules of materials, schedules of operations, guarantees, certifications, operating and maintenance manuals, and field posted as-built drawings.
- B. Preparation: Furnish a schedule of submittals per Contracting Officer.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Prices, and Contractor's Construction Schedule.
 - 2. The schedule shall accommodate a minimum of 21 calendar days for the State's review, as applicable for the Island the project is located.
 - 3. Prepare and submit an updated list to the Contracting Officer at monthly intervals or as directed by the Contracting Officer. The listing shall reflect all approvals received since the last update.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. The construction schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The progress chart shall indicate the order in which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment).
- B. Upon completion of the Contracting Officer's review, the Contractor shall amend the schedule as necessary to reflect the comments. If necessary, the Contractor shall participate in a meeting with the Contracting Officer to discuss the proposed schedule and changes required. Submit the revised schedule for review within 7 calendar days after receipt of the comments.
- C. Use the reviewed schedule for planning, organizing and directing the work, for reporting progress, and for requesting payment for the work completed. Unless providing an update, do not make changes to the reviewed schedule without the Contracting Officer's approval.
- D. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve progress, including those that may be required by the Contracting Officer, without additional cost to the State. The Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, or amount of construction plant, and to submit for approval any supplemental schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- E. Update the construction schedule at monthly intervals or when directed by the Contracting Officer to revise the schedule. Reflect any changes occurring since the last update with each invoice for progress payment. Submit copies of the purchase orders and confirmation of the delivery dates as directed. The Contracting Officer's review of the updated schedule is to check that the

updated schedule does not alter the construction performance period unless the period was revised through a change order or contract modification.

2.03 SCHEDULE OF PRICES

- A. Furnish a schedule of prices per Contracting Officer.
- B. Provide a breakdown of the Contract Sum in enough detail to facilitate developing and the continued evaluation of Payment Applications. Provide several line items for principal subcontract amounts, or for materials or equipment purchased or fabricated and stored, but not yet installed, where appropriate. Round amounts to nearest whole dollar; total shall equal the Contract Price.
- C. Each item in the Schedule of Prices and Payment Application shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

2.04 PAYMENT APPLICATION

- A. Use the Schedule of Prices as the Monthly Construction Progress Report. Each Payment Application shall be consistent with previous applications and payments. The Contracting Officer shall determine the appropriateness of each payment application item.
- B. Payment Application Times: The date for each progress payment is the last day of each month. The period covered by each Payment Application starts on the first day of the month or following the end of the preceding period and ends on the last day of the month.
- C. Updating: Update the schedule of prices listed in the Payment application when Change Orders or Contract Modifications result in a change in the Contract Price.
- D. Provide a separate line item for each part of the Work where Payment Application may include materials or equipment purchased or fabricated and stored, but not yet installed.
- E. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
- F. Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- G. Payment Application Forms: Use and submit copies of the Payment Application and Construction Progress forms provided by Department. Forms

are available at the Department's Public Works Division office or District office. Furnish 7 copies.

- H. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of the Contractor.
 - 1. Entries shall match data on the Schedule of Prices and Contractor's Construction Schedule. Use updated schedules if revisions were made. Include amounts of Change Orders and Contract Modifications issued before last day of construction period covered by application.

- I. No payment will be made until the following are submitted each month:
 - 1. Monthly Estimate
 - 2. Monthly Progress Report
 - 3. Statement of Contract Time
 - 4. Updated Submittal Register
 - 5. Updated Progress Schedule
 - 6. All Daily Reports
 - 7. All Payroll Affidavits for work done

- J. Retainage: The Department will withhold retainage in compliance with the GENERAL CONDITIONS.

- K. Transmittal: Submit the signed original and 2 copies of each Payment Application for processing.

2.05 CONTRACTOR DAILY PROGRESS REPORTS

- A. The General Contractor and all Subcontractors shall keep a daily report of report events. Include photos.

- B. The form of the Contractor Daily Progress Report shall be as directed by the Contracting Officer.

- C. Submit copies of the previous week's reports on Monday morning at 10:00 a.m.

- D. Submit copies of the reports with the monthly payment request for the whole period since the last payment request submittal.

- E. Deliver the reports in hard copy, by e-mail, or web based construction management as directed by the Contracting Officer.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 00100

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

Description: This section covers the requirements for mobilization and demobilization.

- 1.2 **MOBILIZATION:** Mobilization shall consist of the transporting, assembling, constructing, installing, and making ready for use at the job site, all the vehicles, equipment, machinery, structures, utilities, materials, labor, and incidentals necessary to do the work covered by this contract.

ADDITIONAL WORK AREAS: The Contractor shall be responsible for negotiating, acquiring, and paying compensation for all additional work and access areas that he feels may be necessary to perform the Contract. Written consent-to enter agreements with property owners shall be required for each work or access area arranged by the Contractor and shall contain all terms of the agreement and the signatures of all parties involved unless otherwise allowed by the Officer-in-Charge. The Contractor shall be solely responsible for the compliance of all involved parties with the terms of the agreement and for any legal conflict resolution that may be required between the parties. The State shall in no way be a party to any of the consent-to-enter agreements. No additional Contract time shall be allowed for the Contractor to perform the above work.

Two (2) copies of each consent-to-enter agreement shall be submitted to the Officer-in-Charge within seven (7) calendar days of consummation of the agreement. Use of the additional work and access areas acquired by the Contractor in a private property will not be permitted until the consent-to-enter agreement has been submitted to the Officer-in-Charge.

- 1.3 **DEMOBILIZATION:** Demobilization shall consist of the dismantling and removal of the above-mentioned vehicles, equipment, machinery, structures, utilities, materials, and incidentals, and the cleaning up of the site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- 3.1 **GUIDELINES:** If the Contractor utilizes private lands other than the easements provided by the State for mobilization purposes, the provisions of this section shall apply, and the mobilization and demobilization work on said private lands shall be in accordance with the agreement between the Contractor and the landowner.

All vehicles, equipment, machinery, buildings, utilities and incidentals mobilized and demobilized under this section shall remain the property of the Contractor.

PART 4 –PAYMENT

Maximum allowed amount for mobilization. Where there is an item in the SOLICITATION DOCUMENT for mobilization, unless otherwise specified, the maximum offer allowed for this item is an amount **not to exceed six percent (6%)** of the total sum of all items within the group of items in which the mobilization item is included, excluding the price of the mobilization item. If the proposal submitted by the offeror indicates an amount in excess of the allowable maximum, the amount or amounts submitted by the offeror shall be reduced to the allowable maximum, and the total sum offer shall be adjusted to reflect any such reduction. For the purpose of comparing offers and determining the contract price to be inserted in the contract awarded to the offeror, if any is so awarded, the sum of all items adjusted in accordance with the foregoing shall be used and the offeror's proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith.

Mobilization will be paid for on a lump sum basis. Partial payments will be made as follows:

- (1) When five percent of the total sum offer is earned, fifty percent of the amount proposed for mobilization will be paid;
- (2) When ten percent of the total sum offer is earned, seventy-five percent of the amount proposed for mobilization will be paid; and
- (3) When twenty percent of the total sum offer is earned, one hundred percent of the amount proposed for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the contract. The cost for demobilization shall be considered incidental to the mobilization and no further allowances will be made for such.

END OF SECTION

SECTION 00105

SITE LOCATION

PART 1 - GENERAL

1.1 GENERAL

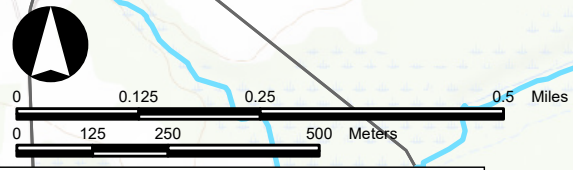
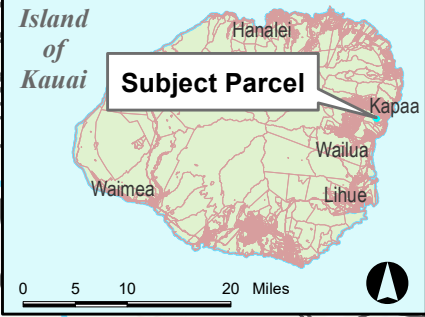
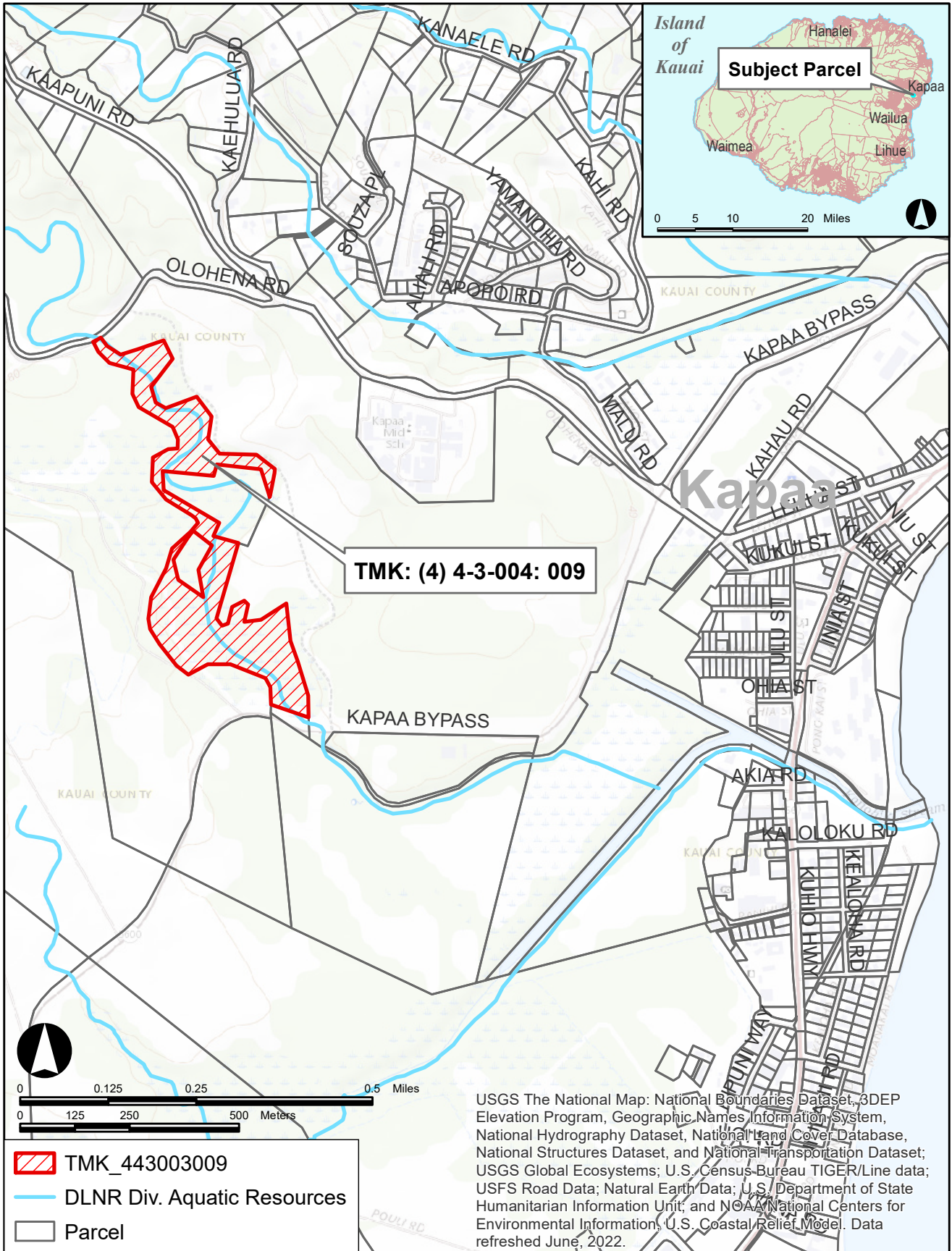
The project is located in Kapaa, Kauai, Hawaii at TMK 4-3-04: parcel 9; (excluding parcels 10 and 11). See attached figures.




PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 –PAYMENT (NOT USED)

Kauai TMK (4) 4-3-004: 009

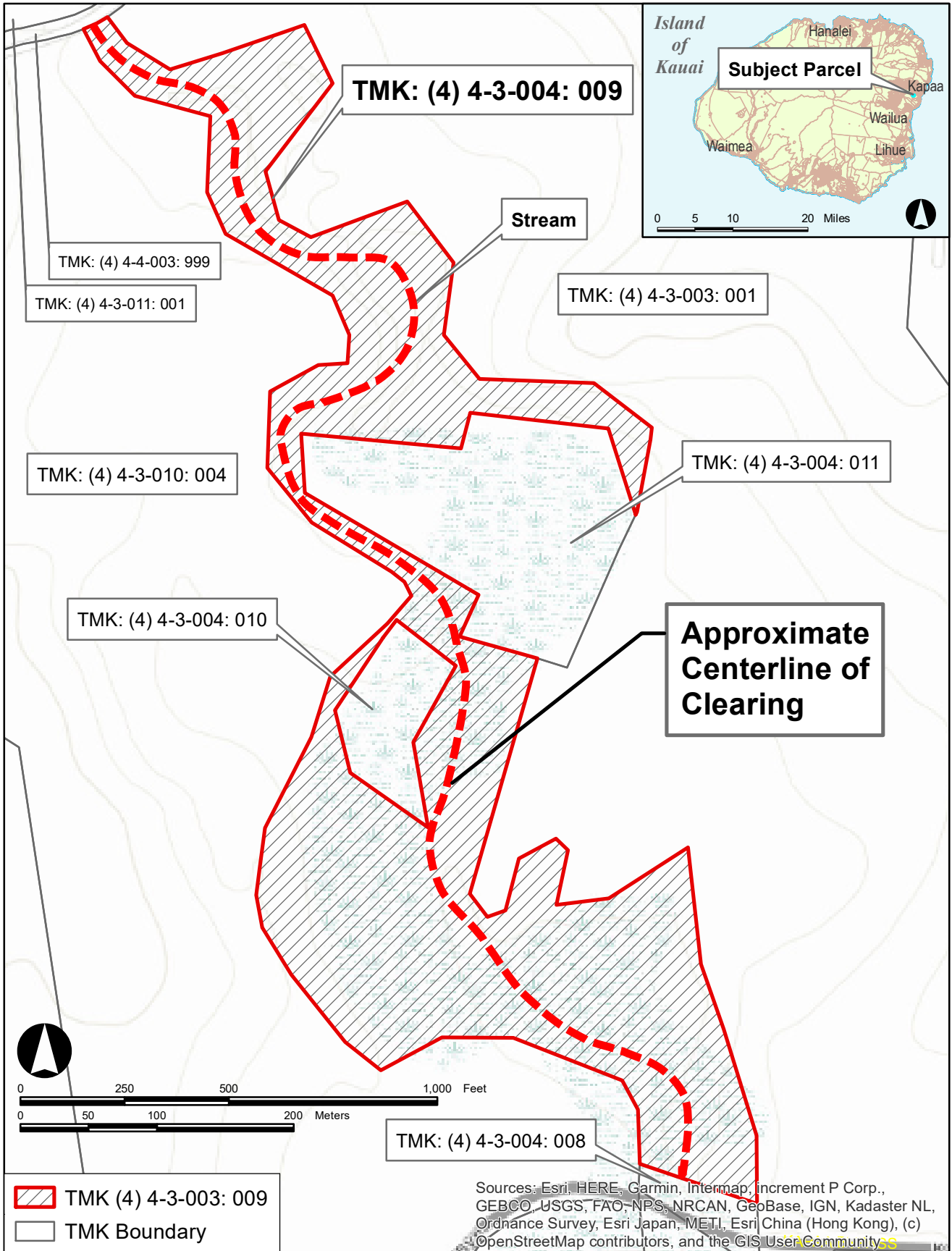


-  TMK_443003009
-  DLNR Div. Aquatic Resources
-  Parcel

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed June, 2022.

Location Map

Kauai TMK (4) 4-3-004: 009



Site Map

SECTION 00110

PERMITS AND LICENSES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The contractor shall retain the services of a Civil Engineer, licensed in the State of Hawaii, to coordinate, submit, and process all required permits.
- B. The Contractor shall be responsible for all applicable permits, charges, and fees required for completion of the project. The Contractor shall consult with all appropriate County, State, and other governmental agencies to determine the applicable permits, charges and fees required for the Project. Unless otherwise specified in the Contract, 2 copies of all permits required for the Project shall be submitted to the Officer-in-Charge.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. Submit to the Officer-in-Charge the following: Name, address, and resume of a Civil Engineer licensed in the State of Hawaii, who will be responsible for permitting coordination.
- B. Permits, charges, and fees required for the Project may include, but not be limited to, the following:
 - 1. Street Usage Permit
 - 2. Chapter 55 Water Pollution Control, Hawaii Administrative Rules, Title 11, State Department of Health, permit for discharges of storm water associated with construction, discharge of hydro testing waters, discharges associated with construction activity dewatering, etc., including a BMP plan.
 - 3. Community Noise Control Permit
 - 4. Disability and Communication Access Board (DCAB)
 - 5. Dept of Land and Natural Resources, State Historic Preservation Division (SHPD)
- C. The following permits have been or will be submitted by the Department of Agriculture
 - 1. Kauai County Permits – see attached exemption
 - 2. US Army Corps of Engineers – see attached determination
 - 3. Department of Land and Natural Resources, Division of Forestry and Wildlife (DLNR, DOFAW) – see attached determination
- D. Time required to obtain all permits is considered part of the construction period of this contract, including the time required for the Contractor to renew any permits.

PART 4 – MEASUREMENT AND PAYMENT

Measurement and payment shall be at the lump sum price bid as scheduled in the Proposal and shall include all labor, fees, instruments, materials, and tools necessary to conduct the work as specified above.

END OF SECTION

ENGINEERING DIVISION

DEPARTMENT OF PUBLIC WORKS

TROY K. TANIGAWA, P.E., COUNTY ENGINEER

BOYD GAYAGAS, DEPUTY COUNTY ENGINEER



DEREK S.K. KAWAKAMI, MAYOR
MICHAEL A. DAHLIG, MANAGING DIRECTOR

February 8, 2023

State of Hawai'i
Department of Agriculture
Agricultural Resources Management Division
1428 South King Street
Honolulu HI 96814
Attention: Kirk Saiki, P.E.

SUBJECT: Request for Exemption from Ordinance 808
Kainahola Stream Clearing
TMK: (4) 4-3-004:009

Dear Mr. Saiki,

We have received your letter dated January 18, 2023, requesting an exemption from the County of Kaua'i's Ordinance No. 808 for the subject property. Pursuant to Section 22-7.6(a) Exemptions of the Sediment and Erosion Control Ordinance No. 808 "*Work in a public street, sidewalk, alley, right of way or in an isolated, self-contained government controlled area*", the County of Kaua'i, Department of Public Works, Engineering Division hereby grants your request for an exemption.

This exemption is being granted with the understanding that the State of Hawai'i will be responsible for overseeing the implementation of Best Management Practices (BMPs) and will secure all the necessary permits and approvals required for this project.

Should you have any questions, please contact Bryan Wienand at (808) 241-4896 or bwienand@kauai.gov.

Sincerely,

FOR Michael Moule, P.E.
Chief, Engineering Division

MM/BW/RP

cc: Regulatory Section



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, HONOLULU DISTRICT
FORT SHAFTER, HAWAII 96858-5440

August 18, 2021

SUBJECT: Determination of No Permit Required, Hawaii Department of Agriculture, Kainahola Stream Maintenance, Kapaa, Island of Kauai, Hawaii
Department of the Army File No. POH-2021-00133

Brian Kau, P.E.
Administrator and Chief Engineer
Agricultural Resource Management Division
State of Hawaii Department of Agriculture
Honolulu, Hawaii 96814

Dear Mr. Kau:

The Honolulu District, U.S. Army Corps of Engineers (Corps), Regulatory Branch has received your request for a determination whether a Department of the Army (DA) permit is required for the clearing of an approximate 25.7-acre area of hau brush within the Kainahola Stream using hand tools and chainsaws. The proposed project is located at 22.075996, -159.332412, 4879 State Highway 581, TMK (4)4-3-004-009 in Kapaa, Island of Kauai, Hawaii. Your request has been assigned Department of the Army (DA) file number POH-2021-00133. Please reference this number in all future correspondence with our office relating to this action.

We have reviewed your submittal pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344; "Section 404") and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403; "Section 10"). The determination provided in this letter pertains only to whether your proposed project is an activity we regulate; it does not address geographic jurisdiction.

Based on the information you provided, including the enclosed project plans, we have determined that the proposed activities described above do not constitute a discharge of fill material as defined by 33 CFR 322.3 (d)(3)(ii). Accordingly, we have determined that your proposed project would not be a regulated activity and therefore a DA permit is not required.

While a DA permit is not required for your proposed project, you are responsible for obtaining all other applicable Federal, state, or local authorizations required by law. Be advised, a DA permit may be required if you alter the method, scope, or location of your proposed work. You should contact our office if you are considering modifying your project.

Thank you for your cooperation with the Honolulu District Regulatory Program. If you have any questions related to this determination, please contact me at 808-835-4107 or via e-mail at Frank.J.Winter@usace.army.mil.

You are encouraged to provide comments on your experience with the Honolulu District Regulatory Office by accessing our web-based customer survey form at <https://regulatory.ops.usace.army.mil/customer-service-survey/> . For additional information about our Regulatory Program, please visit our web site at <http://www.poh.usace.army.mil/Missions/Regulatory.aspx>.

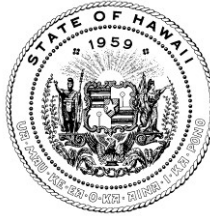
Sincerely,

A handwritten signature in black ink, appearing to read "Frank Winter". The signature is written in a cursive, flowing style.

Frank Winter
Regulatory Specialist, Regulatory Office

Enclosure

DAVID Y. IGE
GOVERNOR OF HAWAII



SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, ROOM 325
HONOLULU, HAWAII 96813

November 29, 2022

Bryce Yoshimori
State of Hawai'i, Department of Agriculture
Agricultural Resource Management Division
1428 S. King Street
Honolulu, HI 96814-2512
Attn: bryce.e.yoshimori@hawaii.gov

Log no. 3907

Dear Mr. Bryce Yoshimori,

The Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) has received your consultation request for the proposed maintenance work at Kainahola Stream, on the island of Kaua'i; TMK: (4) 4-3-004:009. The proposed project consists of removing vegetation from the stream and its surroundings, encompassing about 3 acres of project area, to reduce the risk of flooding. No construction of structures or placement of any fill or dredging will take place.

The State listed Hawaiian Hoary Bat or 'Ōpe'ape'a (*Lasiurus cinereus semotus*) could potentially occur at or in the vicinity of the project and may roost in nearby trees. Any required site clearing should be timed to avoid disturbance to bats during their birthing and pup rearing season (June 1 through September 15). During this period woody plants greater than 15 feet (4.6 meters) tall should not be disturbed, removed, or trimmed. Barbed wire should also be avoided for any construction because bats can become ensnared and killed by such fencing material during flight.

Artificial lighting can adversely impact seabirds that may pass through the area at night by causing them to become disoriented. This disorientation can result in their collision with manmade structures or the grounding of birds. For nighttime work that might be required, DOFAW recommends that all lights used to be fully shielded to minimize the attraction of seabirds. Nighttime work that requires outdoor lighting should be avoided during the seabird fledging season, from September 15 through December 15. This is the period when young seabirds take their maiden voyage to the open sea. Permanent lighting also poses a risk of seabird attraction, and as such should be minimized or eliminated to protect seabird flyways and preserve the night sky. For illustrations and guidance related to seabird-friendly light styles that also protect seabirds and the dark starry skies of Hawai'i, please visit <https://dlnr.hawaii.gov/wildlife/files/2016/03/DOC439.pdf>.

State-listed waterbirds such as the Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian coot (*Fulica alai*), Hawaiian gallinule (*Gallinula chloropus sandvicensis*), Hawaiian Duck (*Anas wyvilliana*), and Hawaiian Goose (*Branta sandvicensis*) could potentially occur at or in the vicinity of the proposed project site. It is against State law to harm or harass these species. If any of these species are present during construction, then all activities within 100 feet (30 meters) should cease, and the bird or birds should not be approached. Work may continue after the bird or birds leave

the area of their own accord. If a nest is discovered at any point, please contact the Kaua'i Branch DOFAW Office at (808) 274-3433.

DOFAW recommends that a botanical survey be conducted by a qualified botanist in all proposed affected areas prior to commencing work to determine if any rare or endangered plants are present in the project area. We recommend that the survey consists of a complete species list and is conducted during the wettest part of the year when plants are more likely to be visible, especially in drier areas. If any listed species are found, please notify DOFAW at (808) 587-0166.

DOFAW recommends minimizing the movement of plant or soil material between worksites. Soil and plant material may contain invasive fungal pathogens (e.g., Rapid 'Ōhi'a Death), vertebrate and invertebrate pests (e.g., Little Fire Ants), or invasive plant parts that could harm our native species and ecosystems. We recommend consulting the Kaua'i Invasive Species Committee (KISC) at (808) 821-1490 to help plan, design, and construct the project, learn of any high-risk invasive species in the area, and ways to mitigate their spread. All equipment, materials, and personnel should be cleaned of excess soil and debris to minimize the risk of spreading invasive species.

We appreciate your efforts to work with our office for the conservation of our native species. These comments are general guidelines and should not be considered comprehensive for this site or project. It is the responsibility of the applicant to do their own due diligence to avoid any negative environmental impacts. Should the scope of the project change significantly, or should it become apparent that threatened or endangered species may be impacted, please contact our staff as soon as possible. If you have any questions, please contact Paul Radley, Protected Species Habitat Conservation Planning Coordinator at (808) 295-1123 or paul.m.radley@hawaii.gov.

Sincerely,

Lainie Berry

LAINIE BERRY
Wildlife Program Manager

SECTION 00115

CONSTRUCTION SURVEYS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

This section covers the requirements for construction and land surveys.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. Submit to the Officer-in-Charge the following: Name, address, and resume of a Land Surveyor licensed in the State of Hawaii, who will be responsible for the survey work, for approval a minimum of 10 days prior to commencing the survey work.
- B. The contractor shall perform research to determine the metes and bounds information and control points for the property boundaries to be surveyed and submit to the State for approval. The project site is located at TMK 4-3-04: 009.
- C. The contractor shall place wooden stakes along the boundary of the property to the nearest 0.1 foot to delineate the limits of work. The boundary lines shall be marked with paint or other acceptable methods so the demolition crews can easily see the project limits.

PART 4 – MEASUREMENT AND PAYMENT

Measurement and payment shall be at the lump sum price bid as scheduled in the Proposal and shall include all labor, instruments, materials, and tools necessary to conduct the work as specified above.

END OF SECTION

SECTION 00120

BOTANICAL AND BIRD SURVEY

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

This section covers the requirements for botanical surveys. The botanical survey shall be completed before clearing work begins.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. Submit to the Officer-in-Charge the following: Name, address, and resume of an ISA (International Society of Arboriculture) certified arborist in the State of Hawaii, or other qualified person, who will be responsible for the survey work, for approval a minimum of 10 days prior to commencing the survey work.
- B. A botanical survey shall be conducted by a qualified botanist for the entire parcel prior to commencing work to determine if any rare or endangered plants are present in the project area.

The survey shall consist of a complete species list (plants and trees) and shall be conducted during the wettest part of the year when plants are more likely to be visible.
- C. Identify the species and location of State-listed waterbirds such as the Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian coot (*Fulica alai*), Hawaiian gallinule (*Gallinula chloropus sandvicensis*), Hawaiian Duck (*Anas wyvilliana*), and Hawaiian Goose (*Branta sandvicensis*), in the project area.
- D. A draft and final report of the findings shall be submitted to the officer in charge.

PART 4 – MEASUREMENT AND PAYMENT

Measurement and payment shall be at the lump sum price bid as scheduled in the Proposal and shall include all labor, instruments, materials, and tools necessary to conduct the work as specified above.

END OF SECTION

SECTION 00125

VEGETATION REMOVAL

PART 1 – GENERAL

1.01 SUMMARY

- A. Furnish all labor, materials, equipment, and tools necessary to complete all clearing and grubbing of the entire construction area, accumulate and properly dispose of all debris and waste materials.
- B. Permits, land survey and botanical study must be completed prior to clearing work.

1.02 EXISTING CONDITIONS

- A. The Contractor shall visit the project site(s), examine the existing conditions and the extent of work involved for the completion of the project.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL CONDITIONS

- A. The Contractor shall confine his work to the project site(s). Access to the site(s) shall be as directed by the Contracting Officer. Any or all damages resulting from the Contractor's negligence shall be replaced, repaired or paid for by the Contractor for he shall relieve the State of all damages resulting therefrom.
- B. The Contractor shall protect from damage all surrounding landscaping, roadways, sidewalks, structures, etc. that are to remain. Any damage shall be repaired and/or replaced by the Contractor to the satisfaction of the Contracting Officer.
- C. Maintaining Traffic: The Contractor shall conduct his operations with minimum interference to streets, driveways, passageways, sidewalks, school operations, community functions, etc.
- D. Where necessary, the Contractor shall provide, erect and maintain lights, barriers, etc. as required by traffic and safety regulations.
- E. Nighttime work is prohibited.
- F. Tree cutting is not permitted from June 1 to September 15, to avoid disruption to Hoary Bats.
- G. Use of barbed wire is prohibited.
- H. State-listed waterbirds such as the Hawaiian stilt (*Himantopus mexicanus knudseni*), Hawaiian coot (*Fulica alai*), Hawaiian gallinule (*Gallinula chloropus sandvicensis*), Hawaiian Duck (*Anas wyvilliana*), and Hawaiian Goose (*Branta sandvicensis*) could potentially occur at or in the vicinity of the proposed project site. It is against State law to harm or harass these species. If any of these species are present during construction, then all activities within 100 feet (30 meters) should cease, and the bird

or birds should not be approached. Work may continue after the bird or birds leave the area of their own accord. If a nest is discovered at any point, please contact the officer in charge.

- I. If cultural materials are discovered, all activity within and around the immediate discovery area would be diverted until a qualified archaeologist can assess the nature and significance of the find.
- J. If human remains are discovered, Hawaii Administrative Rules Title 13, Subtitle 13, Chapter 300 states that further disturbances and activities shall cease in any area of nearby area suspected to overlie the remains, and SHPD and the Police Department would be contacted. The appropriate process would then proceed in conformance with HAR 13-300 Subchapter 4 "Procedures for Proper Treatment of Burial Sites and Human Skeletal Remains."

3.02 CLEARING AND GRUBBING

- A. All work shall conform to the terms of all applicable permits and approvals.
- B. All clearing and grubbing shall be done in accordance with Section 201 of the "STANDARD SPECIFICATIONS FOR ROAD, BRIDGE & PUBLIC WORKS CONSTRUCTION", State of Hawaii, dated 2005, as amended here.
- C. Remove and dispose all rubbish, litter, junked objects from the site.
- D. Identify and mark the center line of the stream, obtain Engineers approval before proceeding. All clearing work must be within TMK 4-3-004:009.
- E. Cutting/trimming shall be by hand only, when working in the stream or where water is present, permitted tools are chain saws, hand saws, machetes, axes. Cuttings and debris shall be removed from the stream and stream bank on a daily basis to prevent wash out from over-night rains. Machinery is allowed on dry-land areas.
- F. Vegetation removal shall be down to ground level, or water surface level, to stumps, cuttings and debris to be removed on daily basis, root balls shall remain.
- G. Mechanical removal of the cuttings and debris is allowed; Contractor shall practice Best Management Practice (BMP) in preventing any contamination of soil or water.
- H. Any disturbed ground shall be restored to its most original condition at the end of the project, no tire tracks, drag-marks and any disturbances that occurred because of this project;
- I. All debris shall be disposed of at an approved disposal site. Contractor shall provide proof of proper disposal.
- J. All equipment, materials, and personnel should be cleaned of excess soil and debris to minimize the risk of spreading invasive species. Contractor shall minimize the movement of plant or soil material between worksites.

3.03 CLEAN-UP OF PREMISES

- A. Upon completion of the construction work and before final acceptance of the contract, remove all surplus material, equipment, etc., and leave the entire project site(s) raked clean and neat to the satisfaction of the Contracting Officer.

PART 4 – MEASUREMENT AND PAYMENT

Measurement and payment shall be per acre, as scheduled in the Proposal and shall include all labor, instruments, materials, and tools necessary to conduct the work as specified above.

END OF SECTION