

State of Hawaii
DEPARTMENT OF AGRICULTURE
1428 South King Street
Honolulu, Hawaii

ADDENDUM NO. 1

Job No. DOAM08
Molokai Irrigation System Repairs
Molokai, Hawaii

May 8, 2023

The items listed hereinafter are hereby made a part of the contract for the above project and shall govern the work, taking precedence over previously issued plans and specifications governing the items mentioned.

PROPOSAL

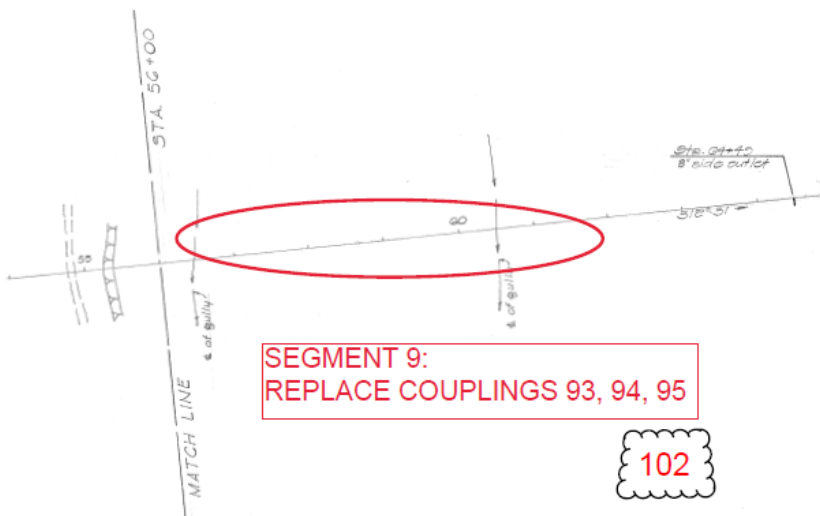
1. Delete the Proposal, pages P-1 to P-11, in their entirety and replace with the attached Proposal Addendum No. 1.

TECHNICAL SPECIFICATION

1. Delete Section 02000-Water Piping, in its entirety and replace with the attached.
2. Replace Section 02100 – Vegetation Clearing: Paragraph 3.01, C. with the following:
“C. All trees shall be cut at the ground surface, flush to the ground. Roots shall remain in place.”

CONSTRUCTION PLANS

1. As-built sheet 5: Add coupling #102 to Segment 9.



QUESTIONS FROM PRE-BID CONFERENCE

Question 1: For the blow off valve replacement, do we need to replace the concrete base?

Answer: Only the blow-off at #112 will be replaced. A detail is provided on Sheet 16 of the as built and the specs require the contractor to submit shop drawings of his proposed work. The pedestal that supports the water main does not need to be replaced but the elbow at the bottom of the assembly needs to be restrained. If the concrete is damaged during demolition it must be repaired.


Question 2: Do the couplings have to be completely stainless steel or just the nuts and bolts?

Answer: The intent is for the entire coupling to be stainless.

Question 3: Are there access roads to the couplings?

Answer: There are dirt roads to the tops of the valleys, trails that lead to the valley bottoms are in disrepair. This is on private property so the contractor must coordinate with the landowner.

DEPARTMENT OF AGRICULTURE

 FOR

BRIAN KAU, P.E.
Administrator and Chief Engineer
Agricultural Resource Management Division

SECTION 02000

WATER PIPING

PART 1 – GENERAL

1.01 SUMMARY

This section covers pipe, fittings, valves, couplings and appurtenances for the conveyance of water. The Contractor shall have a copy of the manufacturer's recommendations for each material or procedure to be utilized available at the construction site at all times

1.02 EXISTING CONDITIONS

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

2.01. SUBMITTALS - Submit the following to the Officer-in-Charge :

A. Manufacturer's Catalog Data:

- 1) Couplings
- 2) Piping appurtenances
- 3) Paint

B. Shop Drawings:

- 1) Submit shop drawings of the blow-off assembly at #112.
- 2) verification of existing pipe sizes.

2.02. MATERIALS

A. Replacement Couplings:

- Romac 400, or equal.
- to fit 26" outside diameter pipe, contractor to verify size of each before ordering
- 316 Stainless steel body and components
- Compatible with steel pipe
- gaskets compatible with water service
- 150 psi working pressure, minimum
- Note that two new couplings are required for each replacement.

B. Blow off Valve assembly

- Materials to comply with Board of Water Supply, Water System Standards, 2002.

C. Spool

- 26" OD, contractor to verify
- material compatible with exiting pipe and couplings

D. Backup parts

a. Spare Pipe

- 26" OD, HDPE pipe, DR 17,
- contractor to verify compatibility with the existing pipe.

b. Repair Clamps

- Romac, Armor Seal Repair Clamp, or approved equal with the following specs:
- to fit 26" outside diameter pipe, contractor to verify size before ordering
- 316 Stainless steel

- Compatible with steel pipe
 - EPDM gasket
 - 200 psi working pressure, minimum
- E. Paint
- Corrosion protective paint for the couplings, as recommended by the manufacturer

PART 3 – EXECUTION

3.01 Shut Down of Water Flow

- A. Water flow in the pipe will be shut down by State personnel daily. The contractor shall **not** operate any bypass valves or gates without permission by the Engineer. By the end of each day the pipe must be in a usable condition, with no leaks. The water will be turned back on, any leaks must be repaired immediately at no additional cost. The contractor will not be allowed to work on the coupling replacements while the pipe is active.

Because of the time required to drain and refill the pipe daily, assume the following hours the contractor will be allowed to work on the couplings:

6 hours per day of working time on the pipe,

Contractor may do preparation work while the pipe is draining. Any extended shut down beyond this time must be requested by the contractor and authorized by the State.

3.02 Couplings and Blow Off Assembly

- A. Provide temporary bracing of water main. Remove existing coupling, grind down existing weld beads and prepare pipe, as appropriate; install per manufacturer's instructions.
- B. Coat coupling with protective paint, as recommended by the manufacturer.

3.02 Field Quality Control

- A. Before final acceptance of the work, test each system as in service to demonstrate compliance with the contract requirements. Correct defects in the work provided by the Contractor, and repeat tests

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.

3.04 Backup Parts

- A. The specified backup parts shall be stored on-island and available for installation in case of an unexpected breach of the existing pipe.

3.05. MEASUREMENT AND PAYMENT

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

ADDENDUM #1

PROPOSAL

FOR

State of Hawaii
DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESOURCE MANAGEMENT DIVISION

Job No. DOAM08
Molokai Irrigation System Repairs
Molokai, 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 vegetation, repair chain link gates, replace couplings, 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. DOAM08
Molokai Irrigation System Repairs
Molokai, Hawaii

on file in the office of the Agricultural Resource Management Division for the TOTAL BASE BID (Items 1 to 7) of:

_____ Dollars (\$ _____)
and will fully complete all work under this contract within **210** 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
Molokai Irrigation System Repairs

BASE BID

Item No.	Quantity	Unit	Description	Unit Price	Total
1.	1	LS	Mobilization/Demobilization (not to exceed 10% of the base bid, not including this item)	LS	\$ _____
2.	7.5	Acre	Vegetation removal from approximately 7.5 acres on the northwest side of the Kualapuu Reservoir's exterior embankment inclusive of hauling and disposal. Assume vegetation consisting of 6-ft high California grass (10%) with Haole Koa up to 18" trunks (90%)	\$ _____	\$ _____
3.	1	EA	Repair of Farrington Booster Pumping Station Gate, inclusive of hauling and disposal of replaced material (in place, complete).	\$ _____	\$ _____
4.	1	EA	Repair of Lili Pahi Tank Gate and fence, inclusive of hauling and disposal of replaced material (in place, complete).	\$ _____	\$ _____
5.	1	EA	Replace coupling #112, including blow-off assembly, on irrigation water pipeline inclusive of hauling and disposal of old coupling (in place, complete).	\$ _____	\$ _____
6.	14	EA	Replace couplings #1, #103 through 111, 113 through 116, on irrigation water pipeline inclusive of hauling and disposal of old coupling(s) (in place, complete).	\$ _____	\$ _____
7.	1	LS	Backup parts; 10 LF 26" HDPE pipe; 1 ea repair clamp.	\$ _____	\$ _____
Total Base Bid (Items 1-7)					\$ _____

PROPOSAL
Molokai Irrigation System Repairs

Additive Alternate #1

Item No.	Quantity	Unit	Description	Unit Price	Total
8.	8	EA	Replace couplings 88, 89, 90, 91, 93, 94, 95, 102 on irrigation water pipeline inclusive of hauling and disposal of old coupling(s) (in place, complete).	\$ _____	\$ _____

Additive Alternate #2

9.	8	EA	Replace couplings 76, 77, 80, 81, 82, 83, 86, 87 on irrigation water pipeline inclusive of hauling and disposal of old coupling(s) (in place, complete).	\$ _____	\$ _____
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Additive Alternate #3

10.	8	EA	Replace couplings 65, 66, 68, 69, 71, 73, 74, 75 on irrigation water pipeline inclusive of hauling and disposal of old coupling(s) (in place, complete).	\$ _____	\$ _____
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RECAPITULATION

Total Base Bid (Items 1 to 7) Enter this on page P-1	\$ _____
Additive Alternate #1 (Item 8)	\$ _____
Additive Alternate #2 (Item 9)	\$ _____
Additive Alternate #3 (Item 10)	\$ _____
TOTAL SUM BID (Items 1 to 10)	\$ _____

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 7). Write the total of bid items 1 to 7 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 (DOA, Agricultural Resource Management 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

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