

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
1151 Punchbowl Street, Room 221
Honolulu, Hawaii 96813

ADDENDUM NO. 2

TO

Job No. D00AK67B
Lihue-Koloa Forest Reserve Queensland Loop-Road Low Water Crossing
Kauai, Hawaii

Mar 7, 2024

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.

PLANS (Revisions by description only unless referenced by attached figures.)

1. Sheet T-1 – Added maximum tonnage allowed for bridge and crossings.
2. Sheet C-3 – Added BW elevations at retaining wall and wing walls.
3. Sheet S-5 – Removed elevations for bridge cross slope. Follow elevation as shown on C-05.

SPECIFICATIONS

1. Proposal – Delete in its entirety and replace with the attached revised Proposal. Proposal Table Item 3 was revised.
2. Specification Section 02200, Earthworks Part 3.3 has been revised. See attached revised Section 02200.
3. Specification Section 02276, Hand Laid Riprap – Add in its entirety. See attached Section 02276.
3. Specification Section 02513, Prime Coat – Delete in its entirety.

GENERAL INFORMATION

Submitted Questions:

1. Question: Regarding bid item #3, "Removal of Trees", plan sheet C-03, Note #2, and tech specification section 02110-1.1, please clarify what trees are to be removed for bid purposes. Note #2 on C-03 indicates all trees shall remain unless otherwise noted, specification section 02110-1.1 calls for the removal of trees outside the clearing limits. The current plans do not provide information as to the count and location of trees that are to be removed for the pricing of bid item #3.

Response: No trees are to be removed within the grading limits shown on the plans. Bid Item 3 has been revised to remove a stump.

2. Question: Please clarify the apparent discrepancy between plan sheet S-4, note #6, and tech specification section 02200-3.3.B, concerning the time required for the plant establishment and maintenance period.

Response: Specification Section 02200-3.3 has been revised.

3. Question: Regarding detail 2/C-08, temporary sandbag berm, please provide material specifications for the "washed limestone sand". Additionally, will this "washed limestone sand" be acceptable for use in the sandbags in detail 2/C-07, sandbag wrapping in geotextile fabric?

Response: The use of any approved or equal equivalent sand that consist of non-cohesive permeable material free from clay & deleterious material is acceptable.

The same material is acceptable for use in sandbags wrapped in geotextile fabric.

4. Question: Regarding plan sheet S-3, please provide a concrete slab thickness for bidding purposes for the existing slab to be removed.

Response: Question withdrawn per request.

5. Question: With reference to the plan view 2/S-3 note, please provide Civil Drawing for the Approach Roadways Demolition Plan if applicable.

Response: No demolition is anticipated for approach roadways.

6. Question: With reference to plan sheet C-03, and section sheet S-9, respectfully request a profile drawing for the retaining wall.

Response: BW Elevations provided in sheet C-03.

7. Question: Respectfully withdraw question #9 (concrete slab thickness for bid purposes) as we believe this info will be available during the site visit. Thank-you.

Response: Withdrawn as requested.

8. Question: The project specs reference Hawaii Standard Specifications for Road and Bridge Construction 1985. Should they refer to the 2005 version?

Response: The Hawaii Standard Specifications for Road and Bridge Construction, 2005, is an acceptable reference for the project specifications.

9. Question: Section 02513 Prime Coat calls for cut-back asphalt MC-30 which is unfriendly to the environment and no longer available in Hawaii. Please consider removing MC-30 requirements from this project.

Response: Specification Section 02513 has been removed. Please refer to Hawaii Standard Specifications for Road and Bridge Construction, 2005, Section 401 – Hot Mix Asphalt Pavement.

10. Question: Regarding detail 1/C-07, request material specifications for turbidity curtain.

Response: Use Aer-Flo Tough Guy® Turbidity Barrier or approved equal:

11. Question: Request clarification on the following: Regarding tech spec section 02215-1.1.A, and bid item #5, "Drainage Swale", is this bid item for the structural excavation and backfill at the precast box culvert/aprons/cut-offs/downstream hand-laid riprap? If this is not the case then where should the structural excavation and backfill for the precast box culvert/aprons/cut-offs/hand-laid riprap be priced in, and what is bid item #5, "Drainage Swale" for? Thank-you.

Response: Drainage swale refers to the swale on the upstream and downstream area at the south roadway. The excavation and backfill for those items should be included from bid items 13-19 of the described item. For example, include excavation and backfill for precast culverts as part of line item 14.

12. Question: The Jurisdictional Report Summary, Section 3.0, refers to a State Stream Channel Authorization Permit (SCAP) for this project. Please provide this permit if applicable to this bid.

Response: The SCAP application and staff report have been uploaded to HIEPRO solicitation.

13. Question: With reference to plan sheet C-03, and section sheet S-9, respectfully request a profile sheet for the wing walls.

Response: BW elevations will be provided in sheet C-03

14. Question: Please clarify the apparent discrepancy between the Civil and Structural sheets (C-03 & S-5) for the LWC top of slab elevations.

Response: LWC top of slab elevations removed from S-5. Follow elevation shown on C-03

15. Question: With reference to Addendum #1 Pre-Bid Meeting Notes, HIEPRO Solicitation, we respectfully suggest that the bid deadline be revised to 3:00 PM, since as mentioned the HIEPRO website can be slow at the 2:00 bid deadline. Thank-you.

Response: The deadline to submit bids on HlePRO will remain at 2:00 p.m.

16. Question: Concerning Addendum #1, Pre-Bid Meeting Notes, page 2, sentence #4, request specifications for hand-laid riprap, bid item #19.

Response: Hand-Laid Riprap specifications added.

17. Question: From precast vendor: Can the specifications be amended to make fly ash additive optional? Our supplier mentioned that the procurement of fly ash would be very difficult.

Response: Specification Section 03300 2.10B allows the usage of fly ash to reduce the amount of portland cement in the concrete mix. It is not a requirement to use fly ash in the mix design. No changes to the specification are needed.

18. Question: From precast vendor: We shall be providing a concrete mix design utilizing Type 1L cement in-lieu of Type I/II cement which is no longer available in the Hawaii market.

Response: Specification Section 03300 2.4A allows both Type I/II or Type IL/IIL cement. Either can be provided in the concrete mix design. No changes to the specification are needed

19. Question: From precast vendor: Please confirm that an alternate box culvert section will be acceptable with the submittal of structural calculations and drawings stamped by a structural engineer licensed in the state of Hawaii. We would like to provide culvert sections without the haunches in the corners granted they still meet the H-20 loading requirements.

Response: Confirmed, alternate box culvert section can be submitted with calculations and drawings stamped by a structural engineer licensed in the State of Hawaii. The clear opening of the culvert shall not be less than the area shown in plans.

20. Question: Concerning plan sheet S-1 note C, for reinforcing steel, and specification sections 03300 & 03410 para 2.2, please confirm or clarify there are no requirements for stainless steel reinforcing steel for CIP & plant precast structural concrete.

Response: Confirm no requirements for stainless steel reinforcement for CIP and plant precast structural concrete.

21. Question: Does the FORM 1 apprenticeship program apply for this bid?

Response: Yes.

Engineering Division



Carty S. Chang
Chief Engineer

STATE OF HAWAII
 DEPARTMENT OF LAND AND NATURAL RESOURCES
 ENGINEERING DIVISION

FOR
 DIVISION OF FORESTRY AND WILDLIFE

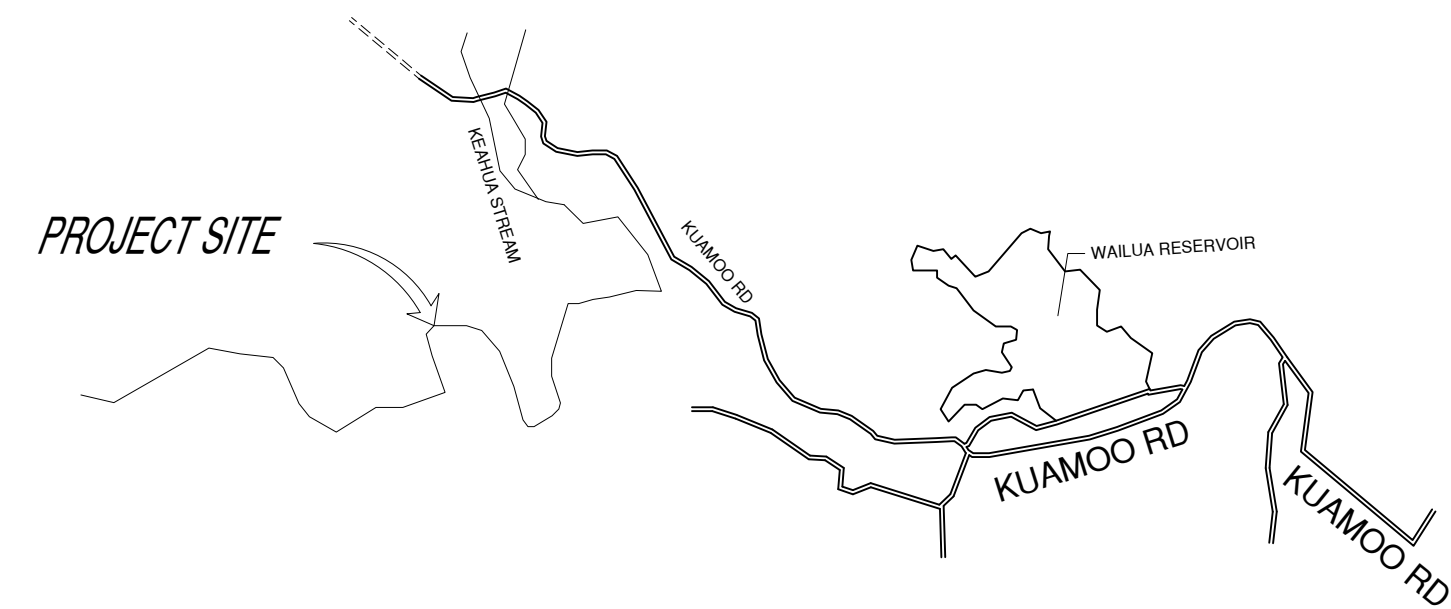
JOB NO. D00AK67B

LIHU'E-KOLOA FOREST RESERVE

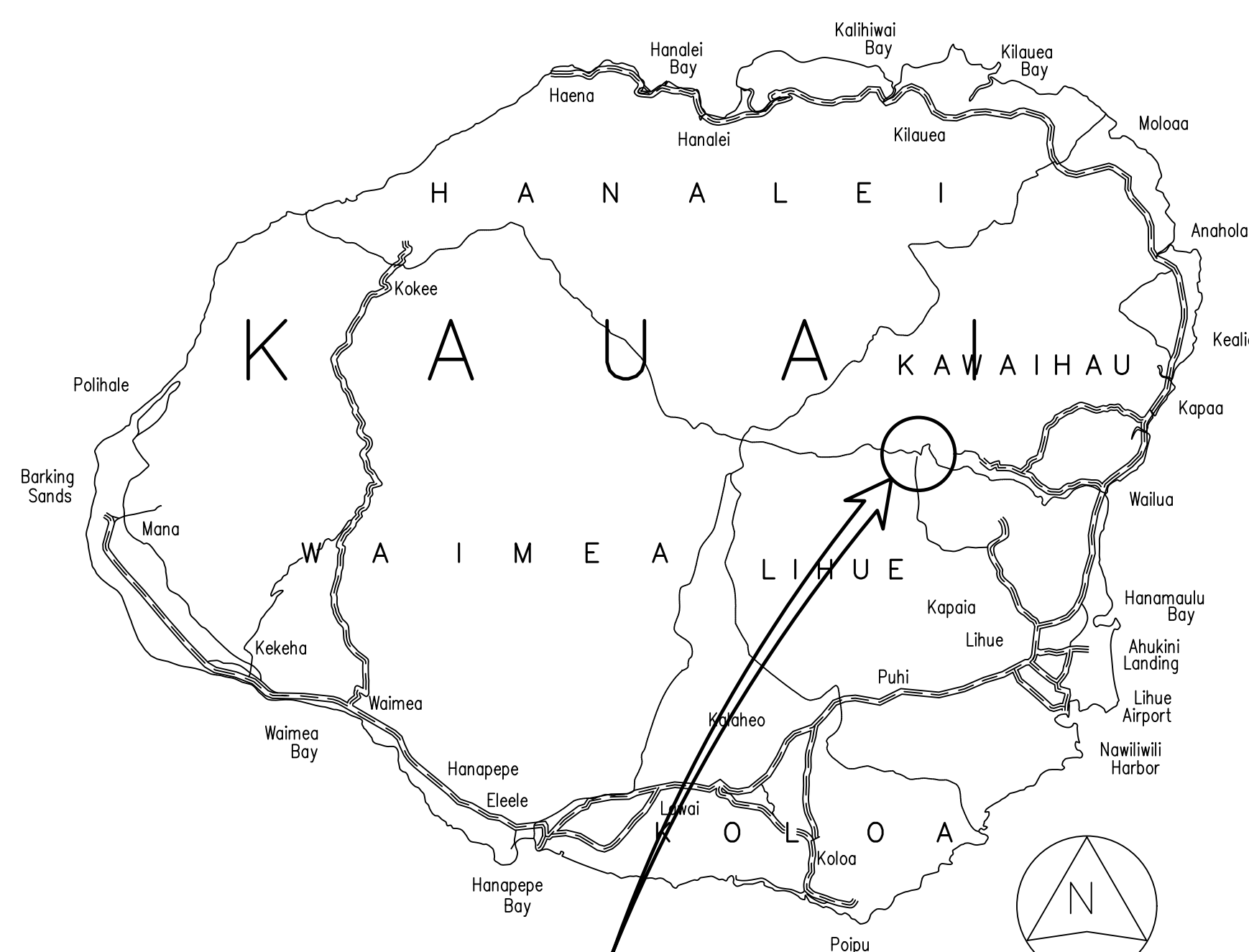
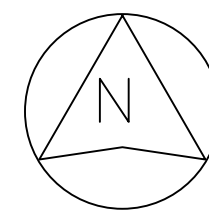
QUEENSLAND LOOP ROAD LOW WATER CROSSING

KAUAI, HAWAII

T.M.K.: 4-4-2-001-002



LOCATION MAP
 NOT TO SCALE



SITE LOCATION
 ISLAND OF KAUAI
 NOT TO SCALE

INDEX

DESCRIPTION	DRAWING NO.	SHEET NO.
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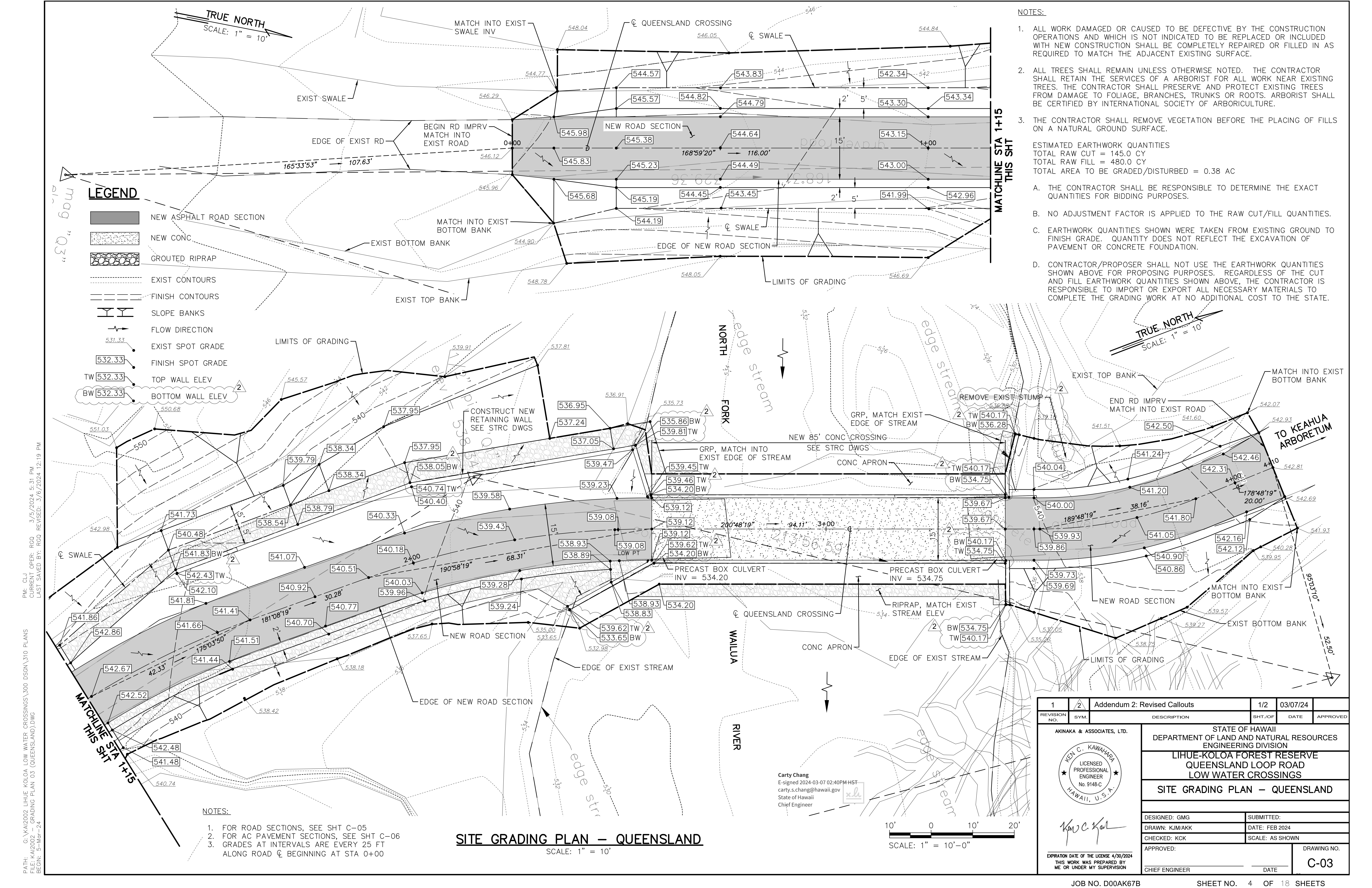
SCOPE OF WORK: WORK SHALL GENERALLY CONSIST OF PROVIDING CONCRETE BOX CULVERTS AND RETAINING WALLS AT THE QUEENSLAND CROSSING. THE CULVERTS AND RETAINING WALLS WILL PREVENT FUTURE WASHOUT DUE TO FLOODING. MAXIMUM LIMIT IS 15 TONS FOR ALL VEHICLES LEADING TO THE JOBSITE.

APPROVED: _____ DATE: _____

DAVID G. SMITH
 ADMINISTRATOR
 DIVISION OF FORESTRY AND WILDLIFE
 DEPARTMENT OF LAND AND NATURAL RESOURCES

APPROVED: _____ DATE: _____

CARTY S. CHANG, P.E.
 CHIEF ENGINEER
 ENGINEERING DIVISION
 DEPARTMENT OF LAND AND NATURAL RESOURCES



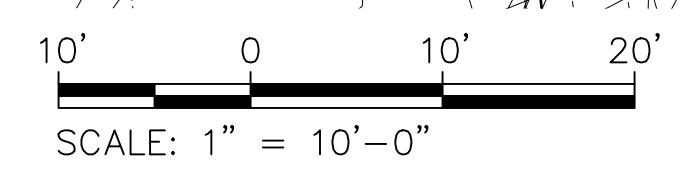
- NOTES:**
1. ALL WORK DAMAGED OR CAUSED TO BE DEFECTIVE BY THE CONSTRUCTION OPERATIONS AND WHICH IS NOT INDICATED TO BE REPLACED OR INCLUDED WITH NEW CONSTRUCTION SHALL BE COMPLETELY REPAIRED OR FILLED IN AS REQUIRED TO MATCH THE ADJACENT EXISTING SURFACE.
 2. ALL TREES SHALL REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL RETAIN THE SERVICES OF AN ARBORIST FOR ALL WORK NEAR EXISTING TREES. THE CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING TREES FROM DAMAGE TO FOLIAGE, BRANCHES, TRUNKS OR ROOTS. ARBORIST SHALL BE CERTIFIED BY INTERNATIONAL SOCIETY OF ARBORICULTURE.
 3. THE CONTRACTOR SHALL REMOVE VEGETATION BEFORE THE PLACING OF FILLS ON A NATURAL GROUND SURFACE.
- ESTIMATED EARTHWORK QUANTITIES
 TOTAL RAW CUT = 145.0 CY
 TOTAL RAW FILL = 480.0 CY
 TOTAL AREA TO BE GRADED/DISTURBED = 0.38 AC
- A. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE THE EXACT QUANTITIES FOR BIDDING PURPOSES.
 - B. NO ADJUSTMENT FACTOR IS APPLIED TO THE RAW CUT/FILL QUANTITIES.
 - C. EARTHWORK QUANTITIES SHOWN WERE TAKEN FROM EXISTING GROUND TO FINISH GRADE. QUANTITY DOES NOT REFLECT THE EXCAVATION OF PAVEMENT OR CONCRETE FOUNDATION.
 - D. CONTRACTOR/PROPOSER SHALL NOT USE THE EARTHWORK QUANTITIES SHOWN ABOVE FOR PROPOSING PURPOSES. REGARDLESS OF THE CUT AND FILL EARTHWORK QUANTITIES SHOWN ABOVE, THE CONTRACTOR IS RESPONSIBLE TO IMPORT OR EXPORT ALL NECESSARY MATERIALS TO COMPLETE THE GRADING WORK AT NO ADDITIONAL COST TO THE STATE.

LEGEND

- NEW ASPHALT ROAD SECTION
- NEW CONC
- GROUDED RIPRAP
- EXIST CONTOURS
- FINISH CONTOURS
- SLOPE BANKS
- FLOW DIRECTION
- EXIST SPOT GRADE
- FINISH SPOT GRADE
- TOP WALL ELEV
- BOTTOM WALL ELEV

- NOTES:**
1. FOR ROAD SECTIONS, SEE SHT C-05
 2. FOR AC PAVEMENT SECTIONS, SEE SHT C-06
 3. GRADES AT INTERVALS ARE EVERY 25 FT ALONG ROAD ϕ BEGINNING AT STA 0+00

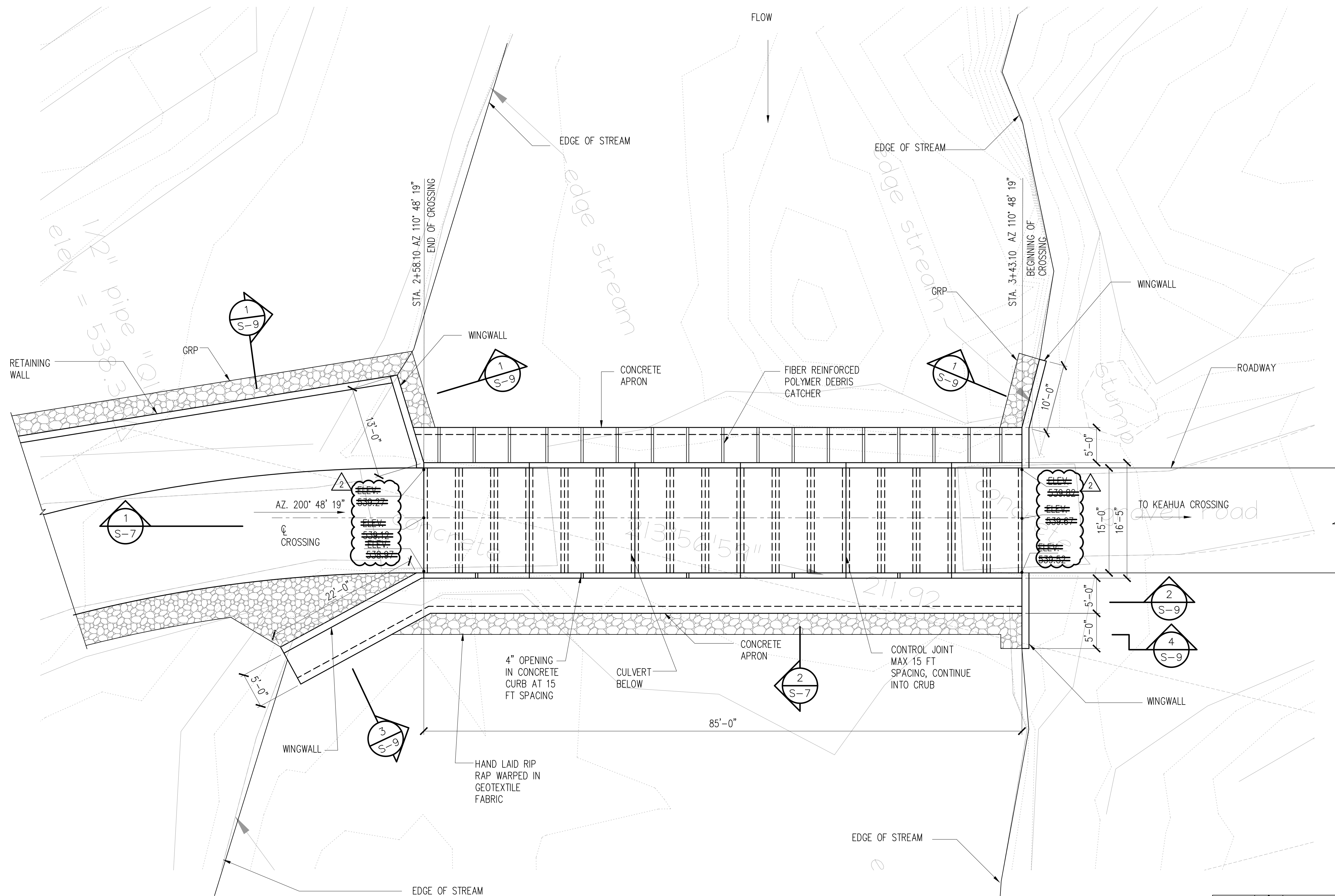
SITE GRADING PLAN - QUEENSLAND
 SCALE: 1" = 10'



1	2	Addendum 2: Revised Callouts	1/2	03/07/24	
REVISION NO.	SYM.	DESCRIPTION	SHT./OF	DATE	APPROVED
AKINAKA & ASSOCIATES, LTD. STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES ENGINEERING DIVISION LIHUE-KOLOA FOREST RESERVE QUEENSLAND LOOP ROAD LOW WATER CROSSINGS SITE GRADING PLAN - QUEENSLAND					
DESIGNED: GMG	SUBMITTED:				
DRAWN: KJM/AKK	DATE: FEB 2024				
CHECKED: KCK	SCALE: AS SHOWN				
APPROVED:	DRAWING NO.				
CHIEF ENGINEER	DATE		C-03		

PATH: G:\KAI2002 LIHUE KOLOA LOW WATER CROSSINGS\300 DSON\310 PLANS
 FILE: KAI2002 - GRADING PLAN 03 (QUEENSLAND).DWG
 BEGIN: 5-Mar-24
 PM: CLJ
 CURRENT OPER: RQG
 3/5/2024 5:31 PM
 LAST SAVED BY: RQG
 REVISED: 3/6/2024 12:19 PM

Carty Chang
 E-signed 2024-03-07 02:40PM HST
 carty.s.chang@hawaii.gov
 State of Hawaii
 Chief Engineer

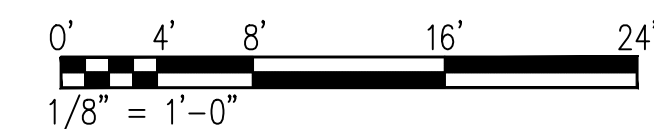


TRUE NORTH
 SCALE : 1/8" = 1'-0"

Carty Chang
 E-signed 2024-03-07 02:40PM HST
 carty.s.chang@hawaii.gov
 State of Hawaii
 Chief Engineer

1	ADDENDUM 2	3/7/24			
REVISION NO.	SYMBOL	DESCRIPTION	SHT. OF	DATE	APPROVED
1	△	ADDENDUM 2		3/7/24	
STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES ENGINEERING DIVISION LIHUE-KOLOA FOREST RESERVE QUEENSLAND LOOP ROAD LOW WATER CROSSINGS QUEENSLAND CROSSING PLAN					
DESIGNED:	CS	SUBMITTED:	CS		
DRAWN:	CAD	DATE:	OCT 2023		
CHECKED:	SP	SCALE:	AS SHOWN		
APPROVED:			DRAWING NO.		
			CHIEF ENGINEER	DATE	S-5

1 QUEENSLAND CROSSING PLAN VIEW
 S-5 SCALE: 1/8" = 1'-0"



Saeid Pourjaleel
 EXPIRATION DATE OF THE LICENSE 4/30/2024
 THIS WORK WAS PREPARED BY
 ME OR UNDER MY SUPERVISION

PROPOSAL

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
State of Hawaii

Job No. D00AK67B
Lihue-Koloa Forest Reserve
Queensland Loop-Road Low Water Crossing
Kauai, Hawaii

_____, 20____

Chief Engineer
Engineering Division
Department of Land and Natural Resources
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 for the partial demolition of the existing roadway to the crossing, construction of a concrete low water crossing across the Wailua River-North Fork consisting of concrete box culverts and retaining walls, and reconstruction of the connecting roadway including concrete swales and grouted riprap, 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. D00AK67B
Lihue-Koloa Forest Reserve
Queensland Loop-Road Low Water Crossing
Kauai, Hawaii

on file in the office of the Engineering Division for the TOTAL BASE BID (Items 1 to 23) of:

_____ Dollars (\$ _____)

and will fully complete all work under this contract within 360 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

Item No.	Quantity	Unit	Description	Unit Price	Total
<u>BASE BID</u>					
1		LS	Installation, Maintenance, Monitoring and Removal of BMPs	LS	\$
2		LS	Clearing and Grubbing, including removal of debris from site	LS	\$
3		LS	Unclassified Roadway Excavation, including embankment, grading and hauling of excavated material as shown on plans and disposal of all unsuitable excess excavated material and all incidental items necessary to complete the work in place.	LS	\$
4		LS	Drainage Swale	LS	\$
5	1	EA	Remove Tree Stump	\$	\$
6	538	SY	Hot Mix Asphalt Pavement, Mix No. IV for Roadway & Approaches, 2-inch thick	\$	\$
7	90	CY	Base Course, 6-inch thick, for Roadway & Approaches	\$	\$
8	269	CY	Select Borrow Subbase Course, 18-inch thick, for Roadway Approaches	\$	\$
9	4842	SF	Sq. Ft., Polypropylene Geotextile Fabric (Under Road Base Course Layer)	\$	\$
10		LS	Wingwalls and footings, including excavation, basecourse, and backfill.	LS	\$
11		LS	Retaining Walls and footings including, excavation, basecourse, and backfill.	LS	\$
12		LS	Rip Rap	LS	\$
13		LS	Crossing 12" Leveling Gravel wrapped in geotextile fabric	LS	\$
14		LS	Crossing Precast Culvert, including excavation and backfill	LS	\$
15		LS	Crossing Concrete Slab and curbs	LS	\$
16		LS	Crossing Upstream Concrete Apron, including excavation and backfill	LS	\$
17		LS	Crossing Downstream Concrete Apron, including excavation and backfill	LS	\$
18		LS	Crossing FRP Debris Catcher, including excavation and backfill	LS	\$
19		LS	Crossing Hand Laid Rip Rap including geotextile fabric, excavation and backfill	LS	\$
20		LS	Landscaping Soil Preparation and Planting	LS	\$
21		LS	Project Sign	LS	\$
22	Allowance		Field Office	Allowance	\$ 10,000.00
Subtotal Base Bid (Items 1-22)					\$
23		LS	Mobilization and Demobilization (not to exceed 10% of the Subtotal Base Bid)	LS	\$
Total Base Bid (Items 1-23)					\$

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Please indicate your selection of recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise & Use Taxes.

<u>DESCRIPTION</u>	<u>RECYCLED PRODUCT COST</u>	<u>NONRECYCLED PRODUCT COST</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

The bidder requesting a recycled product preference shall also complete and submit the form "CERTIFICATION OF RECYCLED CONTENT" as shown in the Interim General Conditions and provide all supporting information with this proposal. Additional information may be requested to qualify a product.

The following definitions are applicable to the CERTIFICATION OF RECYCLED CONTENT form:

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Product" includes materials, manufactures, supplies, merchandise, goods, wares, and foodstuffs.

"Recovered material" means waste material and by-products that have been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. Recovered material does not include those materials and by-products that are generated and normally reused on-site or within original manufacturing processes (such as mill broke, in the case of paper products).

"Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material, or both.

"Recycled product" means a product containing recovered material, or post-consumer recovered material, or both.

The bidder agrees that preference for recycled products shall be taken into consideration to determine the low bidder in accordance with said Section and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive any preference.

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 conform 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 the 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 the DLIR pursuant to HAR §12-301 and §12-30-4.
 - e. The *Certificate 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, all applicable preferences 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 or 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 Total Base Bid (Items 1 to 23) selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 23 on page P-1.

It is understood and agreed that the Board of Land and Natural Resources 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 Board of Land and Natural Resources to hold all bids received for a period of one hundred eighty (180) 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 three hundred and sixty-five (365) calendar days after the date of bid opening, 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 HIEPRO bid due date and time, 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 Three Hundred and No/100 Dollars (\$ 300.00) 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 Board of Land and Natural Resources 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 Engineering Division, by recording the date of receipt of the respective addenda in the space provided below:

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

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 and providing the work of the required specialty contractor, 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 work.

COMPLETE FIRM NAME OF JOINT CONTRACTOR OR SUBCONTRACTOR	NATURE AND SCOPE OF WORK TO BE PERFORMED

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

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

This section covers the requirements for earthwork.

- A. It shall be the responsibility of the Contractor to examine the project site and determine for himself the existing conditions.
- B. Obvious conditions of the site existing on the date of the bid opening shall be accepted as part of the work, even though they may not be clearly indicated on the drawings and/or described herein or may vary therefrom.
- C. All debris of any kind accumulated from clearing shall be disposed of from the site, and the whole area left clean. The Contractor shall be required to make all necessary arrangements relative to the proposed place of disposal.

1.2 REMOVAL AND REPAIR WORK

A. General

The Contractor shall exercise every precaution to preserve and protect all structures, walkways or utility improvements which are to remain or be relocated. Portions of walkway and pavement which are to remain shall be saw cut neat and true to line. Restore all pavement and curbs upon completion of the work.

1.3 SEQUENCE OF WORK

All sequence of work shall be subject to the approval of the Engineer.

1.4 PROTECTION

- A. Barricade: Erect temporary barricade to prevent people from entering into project area, to the extent as approved by the Engineer. Such barricade shall be as defined in Section 01530 - BARRICADES. The extent of barricades may be adjusted as necessary with the approval of the Engineer. This work shall be accomplished at no extra cost to the State of Hawaii.
- B. Take all precautions and safety measures as required to protect the State of Hawaii free and harmless from liability of any kind. Conduct operations with minimum interference to streets, driveways, sidewalks passages, etc.
- C. Adequate precautions shall be taken before commencing and during the course of the

work to ensure the protection of life, limb, and property.

- D. The Contractor shall protect from damage all surrounding structures, trees, plants, grass, walks, pavements, etc. Any damage will be repaired or replaced by the Contractor to the satisfaction of the Engineer.

1.5 PERMITS

The Contractor shall obtain and pay for necessary permits prior to the commencement of work.

1.6 MAINTAINING TRAFFIC

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

1.7 CONSTRUCTION LINES, LEVELS AND GRADES

- A. The Contractor shall verify all lines, levels and elevations indicated on the drawings before any clearing, excavation or construction begins. Any discrepancy shall be immediately brought to the attention of the Engineer and any changes shall be made in accordance with his instructions. The Contractor shall not be entitled to extra payment if he fails to report the discrepancies before proceeding with any work whether within the area affected or not.
- B. The laying out of base lines, establishment of grades and staking out the entire work shall be done by a licensed Surveyor or a licensed Civil Engineer, registered in the State of Hawaii. He shall be solely responsible for their accuracy. Erect and maintain substantial batter boards showing construction lines and levels.

1.8 CLEANUP

Clean up and remove all debris accumulated from construction operations from time to time, when as directed by the Engineer. Upon completion of the construction work and before final acceptance of work, remove all surplus materials, equipment, etc. and leave entire jobsite clean and neat.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Yard Fill: Fill materials shall be soil with expansion value not greater than 3%, free from debris, perishable or combustible materials, sod and stones larger than 6" in maximum dimension. Rock or broken masonry shall be well distributed in earth or other fine material with voids filled and shall be placed within three feet of finished grades.
- B. Structural Fill: New structural fill below interior and exterior concrete slabs or paving, with allowance for depth of cushion fill, shall be select borrow material. This material shall be granular with an expansion value not greater than 3% non-adobe and with a plasticity index less than ten. Decayed rubbish, debris, or rocks greater than 3" in diameter shall not be allowed as fill material. Certificate of compliance shall be submitted to the Engineer for approval prior to filling.
- C. Topsoil: Imported, fertile, friable soil of loamy character having normal amounts of natural humus, free from subsoil, clay, refuse roots, weeds, noxious seeds, nematodes or other deleterious matter, and free from toxic amounts of either acid or alkaline elements and capable of sustaining healthy plant life. Stones and earth lumps shall not be greater than one inch in largest dimension. Red humic latosol soils, or types known as "Palolo clay" or Lualualei clay" are unacceptable. Topsoil is subject to approval by Engineer.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Protective Measures
 - 1. All excavation shall be protected and guarded against danger to life, limb and property.
 - 2. Shoring, cribbing and logging, as required to safely preserve the excavations and earth banks, free from damages resulting from the work shall be provided and installed by the Contractor.
 - 3. All excavations shall be kept free from standing water. The Contractor shall do all pumping and draining that may be necessary to remove water to the extent required in carrying on the work. Grading shall be controlled so that the ground surface is properly sloped to prevent water run-off into structural foundations and open trenching excavations.
 - 4. The underground utilities lines traversing the construction area known to exist by the designer are indicated on the plans.. Should any be encountered during

excavation, the Contractor shall not disconnect same without authorization from the Engineer but shall inform the latter immediately of each discovery. The Engineer shall investigate and issue proper authorization for procedure.

B. General

1. Excavation shall be done to the lines and grades indicated. Concrete slabs, concrete curbs, asphaltic concrete pavement, etc., not indicated to remain shall be removed or broken up into pieces of sizes permitted in other paragraphs of this section. When incorporated in fill, broken up pieces shall be well mixed with finer materials filling all spaces between the pieces.
2. Excavation for footings, foundation, etc., shall have level beds on unfilled, undisturbed, firm bearing, with stepped level where necessary. Small soft spots shall be compacted to unyielding firmness.

If soil conditions are suitable and approved, footing cuts may be made to exact size of footing.

3. Structural excavations carried below specified level shall be filled with concrete to the proper level at the expense of the Contractor.
4. Excavated materials declared unusable by Engineer shall be removed from the site at the Contractor's expense.

3.2 BACKFILL

A. Yard Area

1. Yard fill where no concrete slab occurs shall be in 6" layers (compacted thickness) compacted to 90% of maximum density as determined by ASTM Test, Method D-1557.
2. The areas not covered by asphalt paving or concrete slab shall be graded to conform to finish contours, with allowance for depth of topsoil. Rough grading shall prevent the drainage of water into construction areas.

B. Structural Fill

1. In advance of preparing the subgrade or depositing a specified layer of material, existing material within the area where such materials is to be placed, which in the opinion of the Engineer is unsuitable as a subgrade foundation, shall be removed and the resulting space refilled with approved material and compacted.
2. Backfilling shall progress so that excessive unbalanced load is not introduced against any structure.

3. New structural fill material shall be placed in layers not to exceed 6" per compacted layer and compacted to a compaction of 90% as determined by ASTM Test, Method D-1557.
4. Materials and compaction of all yard and structural fill shall be tested by an independent testing agency approved by the Engineer and all after-compaction test results submitted to the Engineer for approval. All cost of testing shall be borne by the Contractor. Testing shall be made throughout the area for each 6" compacted layer as directed by the Engineer. All test results must be approved before proceeding with placing of topsoil, cushion fill or base course.
5. In the event insufficient amount of structural fill or yard fill is derived from earthwork operations, import the necessary materials without any additional cost to the State. Such imported material shall meet the requirements as specified for each category of materials.
6. The ground shall be scarified 6" below existing grade and recompacted to 90% compaction. Fill shall conform to structural fill.
7. Under interior and exterior slabs the cushion fill as specified shall be compacted to a level surface to 95% compaction as determined by modified ASTM Test Method, D-1557.

C. Grading

1. Rough Grading: The areas not covered by asphalt paving or concrete slab up to the contract zone limit shall be graded to topsoil. Contractor shall take the necessary precautions to prevent the drainage of water into construction area.
2. Finish Grading: Outdoor areas not covered by buildings shall be graded to finish grade and contours with allowance for a 4" layer of topsoil as required. Grading shall conform with the ordinances of the applicable County issuing the Grading Permit and as amended. Areas to be topsoiled to 85% of maximum density before placing topsoil. Topsoil shall be spread evenly, compacted lightly and raked to a uniform place at required contours and grades.

3.3 GRASSING

- A. Replant graded and damaged areas with grass from within the forest reserve. No grass or plants outside the forest reserve are allowed to be planted in the forest reserve unless otherwise noted on the plans.

END OF SECTION

SECTION 02276

HAND-LAID RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hand-Laid Rip Rap

1.3 SUBMITTALS

- A. Qualification Data: For Installer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stones for riprap shall be clean, sound, durable, one-man stone. Stones shall be at least 3 inches thick in least dimension containing more than half cubic foot in volume.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. Make sufficient excavation to expose foundation bed. Free foundation bed of brush, trees, stumps, roots, debris, and other objectionable materials, and dress to smooth surface. Prior to placing geotextile fabric provide 3 days notice for inspection of foundation.
- B. After foundation is acceptable, place geotextile fabric in accordance with manufacturer's recommendations or as indicated in contract documents. Remove and replace geotextile fabric that is displaced or damaged during riprap placement, at no increase in contract cost or contract time. Distribute stones to prevent large accumulations of either large or small sized stones.

END OF SECTION 02276