

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

April 24, 2024

Date

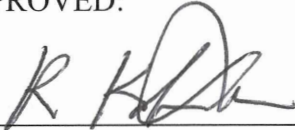
**ADDENDUM NO. 3**  
TO  
INVITATION FOR BIDS  
IFB-24-HHL-012

**KEOKEA-WAIOHULI DEVELOPMENT PHASE 2B**

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Development Phase 2B, IFB-24-HHL-012, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



\_\_\_\_\_  
R. Kalani Fronda, Acting Administrator  
Land Development Division  
Department of Hawaiian Home Lands

Please execute and immediately return the receipt below to the Department of Hawaiian Home Lands via facsimile to: **(808) 620-9299, Mr. Cornelius (Neil) Nugent, Land Development Division, or scan and E-mail to: [Cornelius.f.nugent@hawaii.gov](mailto:Cornelius.f.nugent@hawaii.gov).**

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Receipt of Addendum No. \_\_\_ for the Keokea-Waiohuli Development Phase 2B, Invitation for Bids No.: IFB-24-HHL-012, is hereby acknowledged.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm/Company

\_\_\_\_\_  
Date

**ADDENDUM NO. 3**  
**Keokea-Waiohuli Development Phase 2B**  
**(IFB-24-HHL-012)**

**INCLUSIONS**

This Addendum No. 3 shall incorporate the following amendments to IFB-24-HHL-012:

1. Addendum No. 3 (COVER PAGE)
2. Addendum No. 3 (INCLUSIONS)
3. {Revised} BID OFFER FORM (Addendum No. 3, April 24, 2024).  
\* Please note the terms in the ‘Method of Award’ section, on page 28 of the {Revised} BID OFFER FORM.  
  
\*\* Pursuant to the incorporation of ‘Base Bid’ and ‘Additive Alternate’ components in the {Revised} BID OFFER FORM, a ‘Control Amount’ will be released on HlePRO prior to the Close of Bids at 2:00 p.m., May 3, 2024.
4. {Revised} TIME OF PERFORMANCE (Attachment- S3; Sample DHHL Contract)
5. {Revised} SPECIAL CONDITIONS (Attachment- S5; Sample DHHL Contract)
6. ADDENDUM NO. 3 (CONSTRUCTION PLANS 1 of 4) K-W Ph 2B  
ADDENDUM NO. 3 (CONSTRUCTION PLANS 2 of 4) K-W Ph 2B  
ADDENDUM NO. 3 (CONSTRUCTION PLANS 3 of 4) K-W Ph 2B  
ADDENDUM NO. 3 (CONSTRUCTION PLANS 4 of 4) K-W Ph 2B

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

**BID OFFER FORM FOR**

**KEOKEA-WAIOHULI DEVELOPMENT, PHASE 2B**

**KEOKEA & WAIOHULI, MAKAWAO, MAUI**

**TAX MAP KEYS: (2) 2-2-002: 014 and (2) 2-2-033: 023**

**IFB NO.: IFB-24-HHL-012**

Mr. Kali Watson, Chairman  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

Dear Mr. Watson:

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-24-HHL-012. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-24-HHL-012 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: \_\_\_\_\_

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

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

- Sole Proprietor       Partnership       Corporation       Joint Venture       Other: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Hawaii General Excise Tax ID No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address.: \_\_\_\_\_

Payment address (other than street address below)

\_\_\_\_\_  
(Street Address, City, State, Zip Code)

Business address

\_\_\_\_\_  
(Street Address, City, State, Zip Code)

Respectfully submitted:

\_\_\_\_\_  
Authorized (Original) Signature

\_\_\_\_\_  
Name and Title (Please Type or Print)

\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

\_\_\_\_\_

The following bid is hereby submitted for IFB-24-HHL-012 for the Department of Hawaiian Home Lands.

**KEOKEA-WAIOHULI DEVELOPMENT, PHASE 2B**

The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications.

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

**BASE BID**

MASS GRADING

1.	14	Acres, Clearing and Grubbing, including handling and removal of vegetation, unsuitable material, and debris off of DHHL Lands.	Per Acre	\$ _____	\$ _____
2.	68,500	Cu. Yds., Mass Grading of Unclassified excavation for roads, swales, lot access, culvert access roads and lot improvement, including Removal and Replacement of ash materials off of DHHL Lands (embankment =68,500 cu. yds.).	Per Cu. Yd.	\$ _____	\$ _____
TOTAL – MASS GRADING (Items 1 to 2 inclusive)					<u><u>\$ _____</u></u>

ROAD CONSTRUCTION

3.	106,000	Sq. ft., Fine grading of roadway, inclusive of subgrade preparation and Geofabric.	Per Sq. Ft.	\$ _____	\$ _____
4.	6,450	Sq. yds., Aggregate Subbase Course, 6” thick.	Per Sq. Yds.	\$ _____	\$ _____
5.	12,000	Sq. yds., Base Course, 6” thick.	Per Sq. Yds.	\$ _____	\$ _____
6.	5,350	Sq. yds., Asphaltic concrete pavement, 1-1/2” thick.	Per Sq. Yds.	\$ _____	\$ _____

7.	4,830	Sq. yds., Asphaltic concrete pavement, 2” thick.	Per Sq. Yds.	\$ _____	\$ _____
8.	3,000	Sq. yds., Concrete road pavement and shoulder, 6” thick.	Per Sq. Yds.	\$ _____	\$ _____
9.	L.S.	Asphaltic concrete road pavement transition to existing concrete roadway; In place complete.	Lump Sum		\$ _____
10.	L.S.	Concrete road pavement transition to existing concrete roadway; In place complete.	Lump Sum		\$ _____
11.	L.S.	Asphaltic concrete road pavement transition to existing A.C. roadway; In place complete.	Lump Sum		\$ _____
12.	L.S.	Install wooden barricade and concrete header.	Lump Sum		\$ _____
13.	L.S.	Remove existing wooden barricade and concrete header.	Lump Sum		\$ _____
14.	L.S.	Construction of 10’ A.C. Paved Culvert Access Road H1A (106 SY) and H1B (152 SY) including AC pavement, 2” thick, base course, 2” thick, aggregate subbase course, 3” thick, Geofabric (360 SY) and 2 cattle gates; In place complete.	Lump Sum		\$ _____
15.	L.S.	Construction of 10’ A.C. Paved Culvert Access Road H2A (94 SY) and H2B (112 SY) including AC pavement, 2” thick, base course, 2” thick, aggregate subbase course, 3” thick, Geofabric (360 SY) and 2 cattle gates; In place complete.	Lump Sum		\$ _____
16.	L.S.	Construction of 10’ A.C. Paved Culvert Access Road H3A (104 SY) and H3B (183 SY) including AC pavement, 2” thick, base course, 2” thick, aggregate subbase course, 3” thick, Geofabric (360 SY) and 2 cattle gates; In place complete.	Lump Sum		\$ _____

17.	L.S.	Construction of 10' A.C. Paved Culvert Access Road H4A (69 SY) and H4B (89 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and 2 cattle gates; In place complete.			
			Lump Sum		\$ _____
18.	L.S.	Construction of 10' A.C. Paved Culvert Access Road H5A (113 SY) and H5B (110 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and 2 cattle gates; In place complete.			
			Lump Sum		\$ _____
19.	L.S.	Construction of 10' A.C. Paved Culvert Access Road H6 (72 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and cattle gate; In place complete.			
			Lump Sum		\$ _____
20.	L.S.	Construction of 10' A.C. Paved Culvert Access Road H7 (106 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and cattle gate; In place complete.			
			Lump Sum		\$ _____
21.	6	Each, Standard County street survey monument.			
			Each	\$ _____	\$ _____
22.	2	Each, Standard street name sign.			
			Each	\$ _____	\$ _____
23.	14	Each, Traffic sign with post.			
			Each	\$ _____	\$ _____
24.	2	Each, Speed humps.			
			Each	\$ _____	\$ _____
25.	L.S.	Centerline pavement striping, intersection markings and raised pavement markers.			
			Lump Sum		\$ _____
TOTAL – ROAD CONSTRUCTION (Items 3 to 25 inclusive)					\$ _____

DRAINAGE SYSTEM

26.	L.S.	Construction of Drain Culvert “H1” @ Road “H” Station 3+76 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 90 lin. ft. of 36” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation, and 180 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
27.	L.S.	Construction of Drain Culvert “H2” @ Road “H” Station 6+34.41 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 66 lin. ft. of 36” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 180 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
28.	L.S.	Construction of Drain Culvert “H3” @ Road “H” Station 8+01.50 including excavation and backfill, construction of CRM inlet and outlet, GRP Lining, GRP 67 lin. ft. of 19’ x 8’-3” single radius annular arch, overflow weir structure, and 175 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
29.	L.S.	Construction of Drain Culvert “H4” @ Road “H” Station 10+53.27 including excavation and backfill, CRM inlet and outlet, GRP swale outlet, 59 lin. ft. of 24” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 125 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
30.	L.S.	Construction of Drain Culvert “H5” @ Road “H” Station 13+46 including excavation and backfill, CRM inlet and outlet, GRP swale outlet, 78 lin. ft. of 48” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 175 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____



31.	L.S.	Construction of Drain Culvert “H6” @ Road “H” Station 14+41 including excavation and backfill, construction of Type “B” catch basin “H6a” with transition gutter, CRM outlet, GRP swale outlet, 46 lin. ft. of 24” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 32 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
32.	L.S.	Construction of Drain Culvert “H7” @ Road “H” Station 16+11.51 including excavation and backfill, construction of Type “B” catch basin “H7a” with transition gutter, Type “B” catch basin “H7b” with transition gutter, CRM outlet, GRP swale outlet, 55 lin. ft. of 24” corrugated aluminum pipe and 63 lin. ft. of 18” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 64 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
33.	L.S.	Construction of Drainage System for Extension of Pahilikoa Street including excavation and backfill, construction of standard drain manhole “E4”, Type “B” catch basin “E3”, Type “B” catch basin “E3a”, standard drain manhole “E2”, standard drain manhole “E1a”, outlet “E”, GRP swale outlet, 230 lin. ft. of 18” corrugated aluminum pipe, 305 lin. ft. of 24” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation; In place complete.	Lump Sum	\$ _____
TOTAL – DRAINAGE SYSTEM (Items 26 to 33 inclusive)				\$ _____

SWALE CONSTRUCTION

- |     |      |                                                                                                                                                                                                                                                                        |          |          |
|-----|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 34. | L.S. | Construction of Trapezoidal Grass Swale (1' bottom width) including Swale transition, Hydro-Mulch Seeding (1,390 SY) and 90-day Maintenance; In place complete.<br><br>Swale Nos. 208, 209, 211, 212, 214, 215, 222C, 223C, 224, 227, 230, and 231; In place complete. | Lump Sum | \$ _____ |
| 35. | L.S. | Construction of Trapezoidal Grass Swale (2' bottom width) including Swale transition, GRP Swale Outlet, Hydro-Mulch Seeding (150 SY), and 90-day Maintenance; In place complete.<br><br>Swale No. 250A; In place complete.                                             | Lump Sum | \$ _____ |
| 36. | L.S. | Construction of Trapezoidal Grass Swale (3' bottom width) including Swale transition, Hydro-Mulch Seeding (430 SY) and 90-day Maintenance; In place complete.<br><br>Offsite Diversion Swale (323 LF); In place complete.                                              | Lump Sum | \$ _____ |
| 37. | L.S. | Construction of Trapezoidal GRP Swale (2' bottom width x 2' depth) including Swale transition/merge/connection, GRP (385 SY), and concrete block energy dissipators; In place complete.<br><br>Swale Nos. 206, 207, and 243B (129 LF); In place complete.              | Lump Sum | \$ _____ |
| 38. | L.S. | Construction of Trapezoidal GRP Swale (2' bottom width x 2.5' depth) including Swale transition/merge/connection, GRP (190 SY), and concrete block energy dissipators; In place complete.<br><br>Swale No. 226; In place complete.                                     | Lump Sum | \$ _____ |

- |     |      |                                                                                                                                                                                                                                                                                              |          |          |
|-----|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 39. | L.S. | <p>Construction of Trapezoidal GRP Swale (3' bottom width x 2.5' depth) including Swale transition/merge/connection, GRP (785 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 228 (344 LF) and 238 (297 LF); In place and complete.</p>                     | Lump Sum | \$ _____ |
| 40. | L.S. | <p>Construction of Trapezoidal GRP Swale (3' bottom width x 3.5' depth) including Swale transition/merge/connection, GRP (405 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale No. 203 (239 LF) and 203C (280 LF); In place and complete.</p>                     | Lump Sum | \$ _____ |
| 41. | L.S. | <p>Construction of Trapezoidal GRP Swale (4' bottom width x 3' depth) including Swale transition/merge/connection, GRP (115 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale No. 202 (105 LF); In place and complete.</p>                                         | Lump Sum | \$ _____ |
| 42. | L.S. | <p>Construction of Trapezoidal GRP Swale (4' bottom width x 4' depth) including Swale transition/merge/connection, GRP (1,200 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 203 (123 LF), 210, 236 (176 LF), and 242 (337 LF); In place and complete.</p> | Lump Sum | \$ _____ |
| 43. | L.S. | <p>Construction of Rectangular GRP Swale (8' bottom width x 2.5' depth) including Swale transition, and GRP (40 SY); In place complete.</p> <p>Swale No. 228 (26 LF); In place and complete.</p>                                                                                             | Lump Sum | \$ _____ |

44.	L.S.	Construction of Rectangular GRP Swale (10' bottom width x 3.5' depth) including Swale transition, and GRP (85 SY); In place complete.  Swale No. 203C (44 LF); In place and complete.	Lump Sum	\$ _____
45.	L.S.	Construction of Rectangular GRP Swale (11' bottom width x 4' depth) including Swale transition, and GRP (270 SY); In place complete.  Swale No. 236 (127 LF); In place and complete.	Lump Sum	\$ _____
46.	L.S.	Construction of Rectangular GRP Swale (12' bottom width x 4' depth) including Swale transition, and GRP (55 SY); In place complete.  Swale No. 242 (26 LF); In place and complete.	Lump Sum	\$ _____
TOTAL – SWALE CONSTRUCTION (Items 34 to 46 inclusive)				\$ _____

WATER SYSTEM

47.	820	Cu. yds., Unclassified excavation for water mains, manholes, and appurtenances, including backfill and pipe cushion.	Per Cu. Yd.	\$ _____	\$ _____
48.	325	Lin. ft., 12" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ _____	\$ _____
49.	2,040	Lin. ft., 8" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ _____	\$ _____
50.	95	Lin. ft., 6" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ _____	\$ _____
51.	1	Each, 12" Gate valve, Class 150.	Each	\$ _____	\$ _____

52.	2	Each, 8" Gate valve, Class 150.	Each	\$ _____	\$ _____																				
53.	5	Each, 6" Gate valve, Class 150.	Each	\$ _____	\$ _____																				
54.	1,970	Lbs., Ductile iron fittings.	Per Lb.	\$ _____	\$ _____																				
<p>The above weight is approximate and based on the fittings listed below:</p> <p><u>12" MJ Fittings</u></p> <table border="0"> <tr> <td>1 – 12" x 8" reducer</td> <td>165 lbs.</td> </tr> <tr> <td>1 – 12" x 6" tee</td> <td>325 lbs.</td> </tr> <tr> <td>1 – 12" 1/8 bend</td> <td>215 lbs.</td> </tr> <tr> <td>1 – 12" cap</td> <td>42 lbs.</td> </tr> <tr> <td>1 – 12" sleeve, 12" long</td> <td>76 lbs.</td> </tr> </table> <p><u>8" MJ Fittings</u></p> <table border="0"> <tr> <td>5 – 8" x 6" tee</td> <td>875 lbs.</td> </tr> <tr> <td>1 – 8" 1/8 bend</td> <td>110 lbs.</td> </tr> <tr> <td>1 – 8" plug</td> <td>26 lbs.</td> </tr> <tr> <td>2 – 8" cap</td> <td>44 lbs.</td> </tr> <tr> <td>2 – 8" sleeve, 12" long</td> <td>92 lbs.</td> </tr> </table>						1 – 12" x 8" reducer	165 lbs.	1 – 12" x 6" tee	325 lbs.	1 – 12" 1/8 bend	215 lbs.	1 – 12" cap	42 lbs.	1 – 12" sleeve, 12" long	76 lbs.	5 – 8" x 6" tee	875 lbs.	1 – 8" 1/8 bend	110 lbs.	1 – 8" plug	26 lbs.	2 – 8" cap	44 lbs.	2 – 8" sleeve, 12" long	92 lbs.
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2 – 8" sleeve, 12" long	92 lbs.																								
55.	1	Each, 3/4" Air relief valve, 150 psi W.P., including appurtenances, in place complete.	Each	\$ _____	\$ _____																				
56.	1	Each, Air relief valve box, inclusive of concrete slab, in place complete.	Each	\$ _____	\$ _____																				
57.	3	Each, Fire hydrant, 4.5' slab to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	\$ _____	\$ _____																				
58.	2	Each, Fire hydrant, 5.0' slab to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	\$ _____	\$ _____																				
59.	5	Each, 6" Sliding valve box including cast iron frame and cover and concrete anchor pad, in place complete.	Each	\$ _____	\$ _____																				

60.	14	Cu. yds., Class "B" concrete including reinforcing steel wherever necessary for pipe bracing, reaction and test blocks, manhole bottoms, etc.	Per Cu. Yd.	\$ _____	\$ _____
61.	23	Each, 1" copper service lateral with Type "A" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.	Each	\$ _____	\$ _____
62.	4	Each, 1-1/2" copper service lateral with Type "A-1" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.	Each	\$ _____	\$ _____
63.	L.S.	Connection to existing 8" water main at intersection of Road "H" and Pahiliko Street.	Lump Sum		\$ _____
64.	L.S.	Connection to existing 8" water main at intersection of Koapu'upu'u Street and Road "H".	Lump Sum		\$ _____
65.	L.S.	Connection to existing 12" water main at extension to Pahiliko Street.	Lump Sum		\$ _____
66.	L.S.	Chlorination and testing of waterlines, in place complete.	Lump Sum		\$ _____
TOTAL – WATER SYSTEM (Items 47 to 66 inclusive)					\$ _____

ELECTRICAL AND TELECOMMUNICATION WORK

67.	L.S.	Electrical work	Lump Sum		\$ _____
68.	L.S.	Telecommunication work	Lump Sum		\$ _____
TOTAL – ELECTRICAL AND TELECOMMUNICATION WORK (Items 67 to 68 inclusive)					\$ _____

MISCELLANEOUS ITEMS

69.	L.S.	Mobilization and Demobilization.	Lump Sum	\$ _____
70.	L.S.	Field office.	Lump Sum	\$ _____
71.	L.S.	Project Sign including installation and removal; In place complete.	Lump Sum	\$ _____
72.	L.S.	Temporary Traffic Control.	Lump Sum	\$ _____
73.	L.S.	Installation, Maintenance, Monitoring and Removal of BMP, Including Silt Fence, Filter Sock, Temporary Erosion Control, Sediment Control Filter, Dust Control, and 12" Thick Ingress/Egress Gravel Access (13'x20'); In place complete.	Lump Sum	\$ _____
74.	L.S.	Permanent Erosion Control Measures for all graded areas, including Hydro mulch Seeding and 90 day maintenance; In place complete.	Lump Sum	\$ _____
75.	Allowance	Archaeological work, including monitoring and miscellaneous work as directed by the archaeologist with the approval of DHHL.	Allowance	<u>\$200,000</u>
76.	Allowance	Removal of silt and debris from existing downstream drain structures, where drainage improvements will connect to existing structures; abandoned vehicles; trash; or dumped items, including hauling and disposal.	Allowance	<u>\$100,000</u>
77.	Allowance	Additional drainage improvements and stabilization, or other work as directed by the Engineer.	Allowance	<u>\$200,000</u>
78.	Allowance	Additional work pertaining to Endangered Species Mitigation as directed by DHHL.	Allowance	<u>\$50,000</u>

79.	Allowance	Allowance for Unforeseen Conditions	Allowance	\$200,000
		TOTAL – MISCELLANEOUS ITEMS (Items 69 to 79 inclusive)		\$

**BASE BID RECAPITULATION**

TOTAL – MASS GRADING (Items 1 to 2, inclusive)	\$
TOTAL – ROAD CONSTRUCTION (Items 3 to 25, inclusive)	\$
TOTAL – DRAINAGE SYSTEM (Items 26 to 33, inclusive)	\$
TOTAL – SWALE CONSTRUCTION (Items 34 to 46, inclusive)	\$
TOTAL – WATER SYSTEM (Items 47 to 66, inclusive)	\$
TOTAL – ELECTRICAL AND TELECOMMUNICATION SYSTEM (Items 67 to 68, inclusive)	\$
TOTAL – MISCELLANEOUS ITEMS (Items 69 to 79, inclusive)	\$

**TOTAL – BASE BID = \$** \_\_\_\_\_

**Dollars (\$** \_\_\_\_\_ **)**.



**ADDITIVE ALTERNATE**

**MASS GRADING**

80.	13.50	Acres, Clearing and Grubbing, including handling and removal of vegetation, unsuitable material, and debris off of DHHL Lands.		
		Per Acre	\$ _____	\$ _____
81.	50,000	Cu. Yds., Mass Grading of Unclassified excavation for roads, swales, lot access, culvert access roads and lot improvement, including Removal and Replacement of ash materials off of DHHL Lands (embankment =118,400 cu. yds.).		
		Per Cu. Yd.	\$ _____	\$ _____
TOTAL – MASS GRADING (Items 80 to 81 inclusive)				\$ _____

**ROAD CONSTRUCTION**

82.	101,500	Sq. ft., Fine grading of roadway, inclusive of subgrade preparation and Geofabric.		
		Per Sq. Ft.	\$ _____	\$ _____
83.	5,400	Sq. yds., Aggregate Subbase Course, 6” thick.		
		Per Sq. Yds.	\$ _____	\$ _____
84.	11,500	Sq. yds., Base Course, 6” thick.		
		Per Sq. Yds.	\$ _____	\$ _____
85.	5,850	Sq. yds., Asphaltic concrete pavement, 1-1/2” thick.		
		Per Sq. Yds.	\$ _____	\$ _____
86.	5,400	Sq. yds., Asphaltic concrete pavement, 2” thick.		
		Per Sq. Yds.	\$ _____	\$ _____
87.	L.S.	Asphaltic concrete road pavement transition to existing A.C. roadway; In place complete.		
		Lump Sum	\$ _____	\$ _____
88.	L.S.	Remove existing wooden barricade and concrete header.		
		Lump Sum		\$ _____

89.	L.S.	Construction of 10' A.C. Paved Culvert Access Road J1A (113 SY) and J1B (87 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and 2 cattle gate; In place complete.	Lump Sum	\$ _____
90.	L.S.	Construction of 10' A.C. Paved Culvert Access Road J2A (105 SY) and J2B (97 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and 2 cattle gates; In place complete.	Lump Sum	\$ _____
91.	L.S.	Construction of 10' A.C. Paved Culvert Access Road J3A (114 SY) and J3B (158 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and 2 cattle gates; In place complete.	Lump Sum	\$ _____
92.	L.S.	Construction of 10' A.C. Paved Culvert Access Road J4A (96 SY) and J4B (96 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and 2 cattle gates; In place complete.	Lump Sum	\$ _____
93.	L.S.	Construction of 10' A.C. Paved Culvert Access Road J5A (102 SY) and J5B (97 SY) including AC pavement, 2" thick, base course, 2" thick, aggregate subbase course, 3" thick, Geofabric (360 SY) and 2 cattle gates; In place complete.	Lump Sum	\$ _____
94.	4	Each, Standard County street survey monument.	Each \$ _____	\$ _____
95.	2	Each, Standard street name sign.	Each \$ _____	\$ _____
96.	9	Each, Traffic sign with post.	Each \$ _____	\$ _____
97.	3	Each, Speed humps.	Each \$ _____	\$ _____
98.	L.S.	Centerline pavement striping, intersection markings and raised pavement markers.	Lump Sum	\$ _____

TOTAL – ROAD CONSTRUCTION  
(Items 82 to 98 inclusive)

\$ \_\_\_\_\_

DRAINAGE SYSTEM

99.	L.S.	Construction of Drain Culvert “J1” @ Road “J” Station 5+01.50 including excavation and backfill, CRM inlet and outlet, GRP swale outlet, 85 lin. ft. of 48” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 110 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
100.	L.S.	Construction of Drain Culvert “J2” @ Road “J” Station 7+28.50 including excavation and backfill, CRM inlet and outlet, GRP swale outlet, 73 lin. ft. of 48” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 155 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
101.	L.S.	Construction of Drain Culvert “J3” @ Road “J” Station 9+45 including excavation and backfill, construction of CRM inlet and outlet, GRP Lining, 84 lin. ft. of 19’ x 8’-3” single radius annular arch, concrete outlet weir structure, and 195 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
102.	L.S.	Construction of Drain Culvert “J4” @ Road “J” Station 10+96.81 including excavation and backfill, CRM inlet and outlet, GRP swale outlet, 83 lin. ft. of 36” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 120 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____
103.	L.S.	Construction of Drain Culvert “J5” @ Road “J” Station 15+00 including excavation and backfill, CRM inlet and outlet, GRP swale outlet, 75 lin. ft. of 48” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation and 145 lin. ft. of metal guardrail; In place complete.	Lump Sum	\$ _____

104.	L.S.	Construction of Drainage System for Extension of Pahiliko Street including excavation and backfill, construction of standard drain manhole “E1”, special drain manhole “J1a”, 280 lin. ft. of 24” corrugated aluminum pipe, 0.075 14 gauge, 2-2/3”x1/2” annular corrugation; In place complete.	Lump Sum	\$ _____
TOTAL – DRAINAGE SYSTEM (Items 99 to 104 inclusive)				\$ _____

SWALE CONSTRUCTION

105.	L.S.	Construction of Trapezoidal Grass Swale (1’ bottom width) including Swale transition, Hydro-Mulch Seeding (1,920 SY) and 90-day Maintenance; In place complete.  Swale Nos. 235, 246, 247, 248, 250, 251, 253, 258, 261, 263A, 263B, 266A, 266B, 267, 268, and 269; In place complete.	Lump Sum	\$ _____
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106.	L.S.	Construction of Trapezoidal GRP Swale (2’ bottom width x 2’ depth) including Swale transition/merge/connection, GRP (265 SY), and concrete block energy dissipators; In place complete.  Swale Nos. 243B (106 LF) and 252; In place complete.	Lump Sum	\$ _____
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107.	L.S.	Construction of Trapezoidal GRP Swale (3’ bottom width x 2.5’ depth) including Swale transition/merge/connection, GRP (25 SY), and concrete block energy dissipators; In place complete.  Swale No. 238 (17 LF); In place complete.	Lump Sum	\$ _____
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108.	L.S.	Construction of Trapezoidal GRP Swale (4’ bottom width x 4’ depth) including Swale transition/merge/connection, GRP (1,125 SY), and concrete block energy dissipators; In place complete.  Swale Nos. 236 (54 LF), 242 (59 LF), 255, 257, 260, and 264; In place and complete.	Lump Sum	\$ _____
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TOTAL – SWALE CONSTRUCTION  
(Items 105 to 108 inclusive)

\$ \_\_\_\_\_

WATER SYSTEM

109.	720	Cu. yds., Unclassified excavation for water mains, manholes, and appurtenances, including backfill and pipe cushion.		
			Per Cu. Yd.	\$ _____
110.	2,020	Lin. ft., 8" Ductile iron pipe, Class "52," in place complete.		\$ _____
			Per Lin. ft.	\$ _____
111.	120	Lin. ft., 6" Ductile iron pipe, Class "52," in place complete.		\$ _____
			Per Lin. ft.	\$ _____
112.	2	Each, 8" Gate valve, Class 150.		\$ _____
			Each	\$ _____
113.	5	Each, 6" Gate valve, Class 150.		\$ _____
			Each	\$ _____
114.	943	Lbs., Ductile iron fittings.		\$ _____
			Per Lb.	\$ _____
		The above weight is approximate and based on the fittings listed below:		
		<u>8" MJ Fittings</u>		
		5 – 8" x 6" tee	875 lbs.	
		1 – 8" cap	22 lbs.	
		1 – 8" sleeve, 12" long	46 lbs.	
115.	2	Each, 3/4" Air relief valve, 150 psi W.P., including appurtenances, in place complete.		\$ _____
			Each	\$ _____
116.	2	Each, Air relief valve box, inclusive of concrete slab, in place complete.		\$ _____
			Each	\$ _____
117.	5	Each, Fire hydrant, 4.5' curb to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.		\$ _____
			Each	\$ _____

118.	5	Each, 6" Sliding valve box including cast iron frame and cover and concrete anchor pad, in place complete.	Each	\$ _____	\$ _____
119.	11	Cu. yds., Class "B" concrete including reinforcing steel wherever necessary for pipe bracing, reaction and test blocks, manhole bottoms, etc.	Per Cu. Yd.	\$ _____	\$ _____
120.	15	Each, 1" copper service lateral with Type "A" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.	Each	\$ _____	\$ _____
121.	8	Each, 1-1/2" copper service lateral with Type "A-1" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.	Each	\$ _____	\$ _____
122.	L.S.	Connection to existing 8" water main at intersection of Olakino Street and Road "J".	Lump Sum		\$ _____
123.	L.S.	Chlorination and testing of waterlines, in place complete.	Lump Sum		\$ _____
		TOTAL – WATER SYSTEM (Items 109 to 123 inclusive)			\$ _____

ELECTRICAL AND TELECOMMUNICATION WORK

124.	L.S.	Electrical work	Lump Sum		\$ _____
125.	L.S.	Telecommunication work	Lump Sum		\$ _____
		TOTAL – ELECTRICAL AND TELECOMMUNICATION WORK (Items 124 to 125 inclusive)			\$ _____

MISCELLANEOUS ITEMS

126.	L.S.	Temporary Traffic Control.	Lump Sum	\$ _____
127.	L.S.	Installation, Maintenance, Monitoring and Removal of BMP, Including Silt Fence, Filter Sock, Temporary Erosion Control, Sediment Control Filter, Dust Control, and 12” Thick Ingress/Egress Gravel Access (13’x20’); In place complete.	Lump Sum	\$ _____
128.	L.S.	Permanent Erosion Control Measures for all graded areas, including Hydro mulch Seeding and 90 day maintenance; In place complete.	Lump Sum	\$ _____
TOTAL – MISCELLANEOUS ITEMS (Items 126 to 128 inclusive)				\$ _____





**KEOKEA-WAIOHULI DEVELOPMENT, PHASE 2B  
KEOKEA & WAIOHULI, MAKAWAO, MAUI  
TAX MAP KEYS: (2) 2-2-002: 014 and (2) 2-2-033: 023**

**RECAPITULATION**

**BASE BID**

TOTAL – BASE BID \$ \_\_\_\_\_  
(Items 1 to 79, inclusive)

**ADDITIVE ALTERNATE**

TOTAL – ADDITIVE ALTERNATE \$ \_\_\_\_\_  
(Items 80 to 128, inclusive)

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**TOTAL LUMP SUM BID  
(Items 1 to 128, inclusive)**

= \$ \_\_\_\_\_

Dollars (\$ \_\_\_\_\_ ).

**The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, exclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.**

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Three Hundred Sixty Five (365) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted. If Additive Alternate is incorporated into the Contract, an additional One Hundred Eighty Five (185) calendar days shall also be incorporated into the Contract.

## APPRENTICESHIP AGREEMENT PREFERENCE

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

To be eligible for the preference, the bidder shall:

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

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

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

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

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

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

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

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

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



**ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT**

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

## METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
  - a. It is in the best interest of the State;
  - b. Funds are available at time of the award; and
  - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

## OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

- 9) Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

	Date		Date
Addendum No. 1	_____	Addendum No. 5	_____
Addendum No. 2	_____	Addendum No. 6	_____
Addendum No. 3	_____	Addendum No. 7	_____
Addendum No. 4	_____	Addendum No. 8	_____

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

Bid Security in the amount of: \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

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

- |                                                      |                                                 |
|------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Surety Bond (*1)            | <input type="checkbox"/> Official Check (*3)    |
| <input type="checkbox"/> Legal Tender (*2)           | <input type="checkbox"/> Share Certificate (*3) |
| <input type="checkbox"/> Cashier's Check (*3)        | <input type="checkbox"/> Teller's Check (*3)    |
| <input type="checkbox"/> Certificate of Deposit (*3) | <input type="checkbox"/> Treasurer's Check (*3) |
| <input type="checkbox"/> Certified Check (*3)        |                                                 |

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License No.

By \_\_\_\_\_  
Signature (\*4)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_



Telephone No.: \_\_\_\_\_

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

- \*1. Surety bond underwritten by a company licensed to issue bonds in this State;
- \*2. Legal tender; or
- \*3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
  - A. These instruments may be utilized only to a maximum of \$100,000.
  - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- \*4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- \*5. Fill in all blank spaces with information asked for or bid may be invalidated. **BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.**

CERTIFICATE OF RESOLUTION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation \_\_\_\_\_, Hawaii, on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position(s) of \_\_\_\_\_, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

END OF BID



STATE OF HAWAII

**TIME OF PERFORMANCE**

**Project: Keokea-Waiohuli Development Phase 2B**  
**Location: Keokea & Waiohuli, Kula, Island of Maui**  
**Contractor: TBD**

1. The Time of Performance for this Contract shall be Three Hundred Sixty-Five (365) Calendar Days for the Scope of Work specified under the Base Bid, with an additional One Hundred Eighty-Five (185) Calendar Days for the Additive Alternate, for a total of Five Hundred Fifty (550) Calendar Days after receiving Notice to Proceed, subject to extensions, as may be granted.
2. This Contract shall expire on the date on which the later of the following occurs:
  - (a) the State makes final payment to the CONTRACTOR in accordance with (1) paragraph 17(d) of the General Conditions (AG-008 103D General Conditions) and (2) no dispute between the parties hereto as to the Work or other obligations of the CONTRACTOR hereunder is outstanding, or
  - (b) the STATE issues a Final Acceptance letter to the CONTRACTOR.
3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work, or with any continuing obligations on the part of the CONTRACTOR.

{Revised} Time of Performance (Attachment- S3);  
Sample DHHL Contract  
(Addendum No. 3; IFB-24-HHL-012)



STATE OF HAWAII  
SPECIAL CONDITIONS

**Project:** Keokea-Waiohuli Development Phase 2B  
**Location:** Keokea & Waiohuli, Makawao, Island of Maui  
**Contractor:** TBD

**SC-01 INTERCHANGEABLE TERMS**

The following terms are one and the same:

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

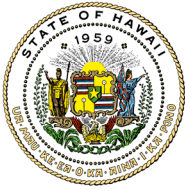
**SC-02 INSURANCE COVERAGE**

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

INSURANCE REQUIREMENTS are as follows:

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

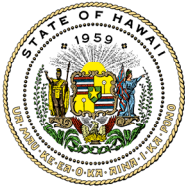
<u>Coverage</u>	<u>Limit</u>
<b>General Liability Insurance</b> (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate  Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
<b>Automobile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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

<b>Builder’s Risk covering the CONTRACTOR and all subcontractors</b>	100% Replacement Value
<b>Fire and extended coverage</b>	100% Replacement Value
<b>Malicious Mischief</b>	100% Replacement Value
<b>Flood Insurance</b> , if applicable	Maximum Coverage available

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any Subcontractor.

**SC-03            COMPLETION SCHEDULE AND LIQUIDATED DAMAGES**

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Three Hundred Sixty Five (365) **Five Hundred Fifty (550)** Calendar Days for the Base Bid with an additional One Hundred Eighty Five (185) added to the Contract for the Additive Alternate after receiving written Notice to Proceed, subject to extensions, as may be granted.

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

**SC-04            PROCESS THROUGH DHHL**

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

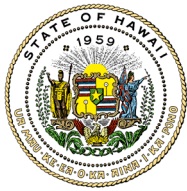
**SC-05            ALLOWANCES**

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

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

**SC-06            CONTINGENT ITEMS**

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

price for such item as set forth in the Bid Form. Adjustments in the total lump sum bid price shall be made accordingly.

**SC-07 PERMITS AND FEES**

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

**SC-08 COORDINATION WITH OTHER PARTIES**

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

**SC-09 COORDINATION WITH LESSEES**

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

**SC-10 CONTRACTOR'S LICENSING**

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

**SC-11 WATER CHARGES AND REQUIREMENTS**

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**SC-12 SOIL AND DUST CONTROL**

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

**SC-13 GENERAL CONDITIONS**

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

**SC-14 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

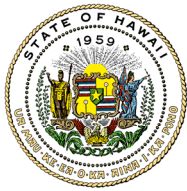
CONTRACTORS are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions from specified State or County government contractors during the term of the contract if the CONTRACTORS are paid with funds appropriated by a legislative body.

**SC-15 STANDARD SPECIFICATIONS AND STANDARD DETAILS**

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

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





**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

**SC-16 STATE STANDARD SPECIFICATIONS**

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

**SC-17 WATER SYSTEM SPECIFICATIONS**

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

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

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

1. For the duration of the contract awarded utilizing the Hawai‘i Apprenticeship Preference, the CONTRACTOR shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.
2. Monthly certification shall be made on *MONTHLY REPORT OF CONTRACTOR’S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Monthly Certification Form 2)* prepared and made available by the DLIR. *Monthly Certification Form 2* shall be a signed original by the respective apprenticeship program sponsor’s authorized official, and submitted by the CONTRACTOR with its monthly payment requests. *Monthly Certification Form 2* is available on the DLIR website at: <http://hawaii.gov/labor/wdd>
3. Should the CONTRACTOR fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the CONTRACTOR employs, the CONTRACTOR will be subject to the following sanctions:
  - a. Withholding of the requested payment until the required form(s) are submitted;



STATE OF HAWAII  
**SPECIAL CONDITIONS**

- b. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the CONTRACTOR; provided the DHHL shall be entitled to restitution for nonperformance or liquidated damages claims; or
  - c. Proceed to debar pursuant to HRS §103D-702.
4. If events such as “acts of God,” acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the CONTRACTOR from submitting the certification forms, the CONTRACTOR shall not be penalized as provided herein, provided the CONTRACTOR completely and expeditiously complies with the certification process when the event is over.

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

The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

**SC-20 ENERGY EFFICIENCY**

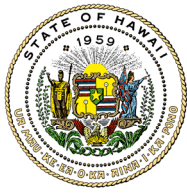
The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

**SC-21 ARCHAEOLOGICAL SITES**

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

**SC-22 INADVERTENT DISCOVERY OF HUMAN BURIALS**

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



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

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

**SC-23            ARCHAEOLOGICAL STUDIES**

Previous Archaeological Studies have been completed and will be made available including reports “An Archaeological Monitoring Plan for Work During Infrastructure Improvements in Department of Hawaiian Home Lands Agricultural and Residential Lots, Keokea Ahupua'a and Waiohuli Ahupua'a, Kula District, Maui Island, Hawai'i” dated December 2005; “A Preservation Plan for the Department of Hawaiian Home Lands (DHHL), Kula Residential Lots in the Waiohuli Subdivision, Waiohuli and Keokea Ahupua'a, Makawao District, Maui Island, Hawai'i” dated August 2015; “A Burial Treatment Plan for the Department of Hawaiian Home Lands (DHHL), Kula Residential Lots, Waiohuli Subdivision, Waiohuli Ahupua'a, Makawao District, Maui Island, Hawai'i” dated June 2006, Review of Proposed Projects Keokea-Waiohuli Development Phase 2A, dated January 19, 2024.

**SC-24            GEOTECHNICAL ENGINEER**

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

**SC-25            SOILS INVESTIGATION AND REPORT**

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

**SC-26            SURVEYING SERVICES**

Any surveying services required shall be the responsibility of the CONTRACTOR and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

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

**SC-27 CONSTRUCTION YARD AND RIGHT-OF-ENTRY**

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

**SC-28 PLAN APPROVALS**

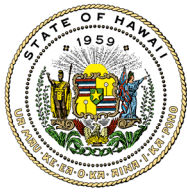
Bidders are notified that the construction plans are still being processed for approvals and may change. Notice to Proceed will not be issued until the plans have been approved. In the event the Notice to Proceed is not issued 180 days after the contract award date, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the 180 days after the contract award date. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for assumed escalation costs. This Special Condition shall supersede DHHL General Condition 3.1.4. All other conditions that pertain to the issuance of the Notice to Proceed as specified under DHHL General Condition 3.1.1 through 3.1.3 shall remain unchanged.

**SC-29 FIRE PREVENTION PLAN**

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

**SC-30 EARTHWORK QUANTITIES**

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**SC-31 ENGINEERING WORK**

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

**SC-32 STATE GENERAL EXCISE TAX**

This project is exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's bid shall not include the General Excise Tax for all work. CONTRACTOR shall submit Form G-37 for itself and all subcontractors to DHHL for processing and certification.

**SC-33 FINAL INSPECTION**

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

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

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

**SC-34 ACCEPTANCE**

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

1. All labor has been performed and all materials supplied and incorporated into the work of improvement as provided in the Contract Documents in a good and workmanlike manner.
2. The project and the job site are in a "clean" condition completely free of all trash, rubbish, debris, dirt, smudges, etc., and all of CONTRACTOR's and subcontractors' tools and equipment, as well as any leftover materials and inventory, have been removed from the project and the job site.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

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

**SC-35 FINAL SETTLEMENT OF CONTRACT**

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

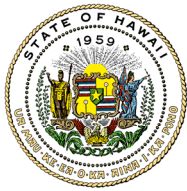
1. The CONTRACTOR shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be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

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

**SC-36 PROJECT SIGN**

**PROJECT SIGN SPECIFICATIONS**





STATE OF HAWAII  
**SPECIAL CONDITIONS**

LETTER STYLE

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

ART WORK

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

TITLES

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

MATERIALS

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

PAINT AND INKS

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

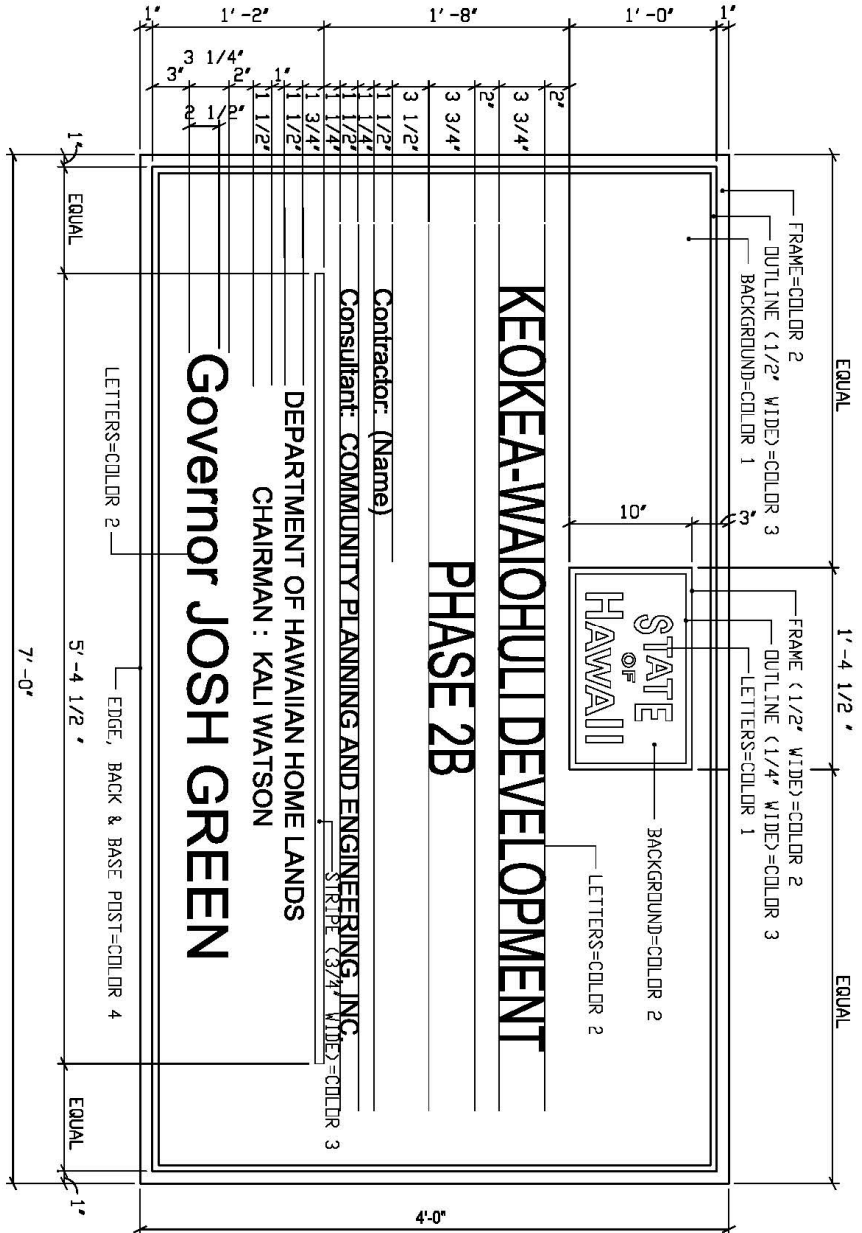
COLOR:

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



# STATE OF HAWAII SPECIAL CONDITIONS

Project Signs  
01581-3



NOTE: Number of signs required 1

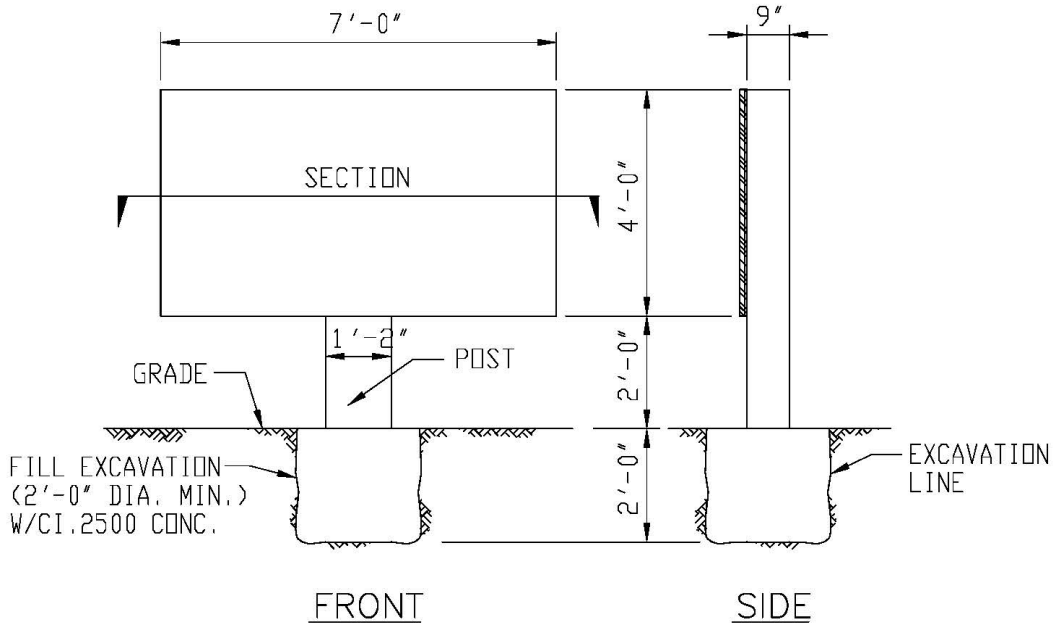
**SIGN LAYOUT DETAIL**

NOT TO SCALE

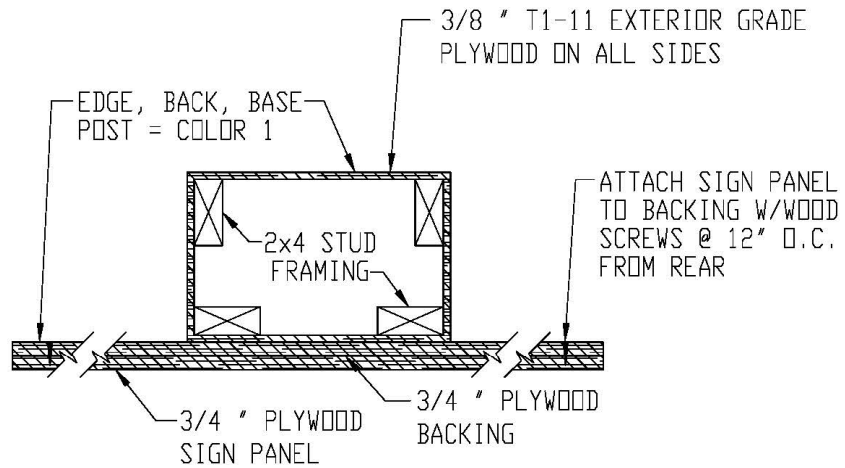




# STATE OF HAWAII SPECIAL CONDITIONS



ELEVATIONS  
NOT TO SCALE



SECTION  
NOT TO SCALE



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

**SC-37      FIELD OFFICE**

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

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

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

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

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

**SC-38      ENDANGERED SPECIES**

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

*Hawaiian hoary bat:*

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

*Hawaiian goose:*

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

*Blackburn's sphinx moth:*

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

*Hawaiian petrel (seabirds) & Newell's shearwater*

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

**SC-39 SOLID WASTE DISPOSAL/RECYCLING**

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

**SC-40 CERTIFICATION**

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**SC-41 RECORD DRAWINGS**

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

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

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

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

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

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



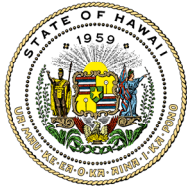
STATE OF HAWAII  
**SPECIAL CONDITIONS**

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

FIELD POSTED AS-BUILT

Certified By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor (Include name and company)

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**SC- 42      CONTRACTOR’S DAILY REPORT**

The Contractor shall submit a daily report electronically, for DHHL review. The report shall include:

1. Date
2. Weather
3. Activity at the site for the Contractor
  - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
  - b. Equipment
  - c. Materials delivered
  - d. Work performed
4. Activity at the site for subcontractors
  - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
  - b. Equipment
  - c. Materials delivered
  - d. Work performed
5. Visitors to the site – Construction Manager, Inspectors, etc.
6. Problems or Questions (including suggested resolutions, if any)
7. Safety report status
8. Quality control report status