# 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. E00BO99A DLNR Land Division Office Improvements Kalanimoku Building, Room 220 Honolulu, Oahu, Hawaii

May 14, 2024

This addendum as issued shall become part of the Contract Documents for the subject project. The bid documents, plans, and specifications shall be amended as follows:

#### **PLANS**

- 1. Sheet T-2 Revised general note 13 to add: "Abatement work shall only be allowed after business hours or during the weekend."
- 2. Sheet A-9 Added CS-1 Paint in the Finish / Material Schedule.

#### **SPECIFICATIONS**

1. Information and Instructions to Bidders – Wages and Hours:
Added "Abatement work shall only be allowed after business hours or during the weekend."

#### **GENERAL INFORMATION**

- 1. The Bid Opening date has been extended to Thursday, May 23, 2024 at 2:00 P.M.
- 2. QUESTION: On sheet A-8 of the plans, it states doors are to be prepped, primed, and painted with CS-1. However, CS-1 is not in the finish schedule. Could you please clarify what CS-1 is?

RESPONSE: CS-1 has been added to Sheet A-9.

3. QUESTION: Who will remove items from filing cabinets and drawers?

RESPONSE: DLNR-Land staff will remove their personal items and files from cabinets and drawers prior to work start date.

4. QUESTION: What is the project timeframe?

RESPONSE: Work may begin in late July/early August or earlier for a duration of 35 consecutive calendar days.

5. QUESTION: Will painting be done with or without furniture in the office?

RESPONSE: Means and methods of construction are the responsibilities of the Contractor. However, any inadvertent damage shall be repaired / replaced at no cost to the State.

6. QUESTION: Who will remove the IT wiring adjacent to the windows?

RESPONSE: DLNR-Land staff will have a separate contractor to remove the IT wiring/cables.

7. QUESTION: Can the windows be opened?

RESPONSE: Yes.

8. QUESTION: Who is in charge of the electrical disconnection and reconnection to the equipment/workstations?

RESPONSE: DLNR-Land staff will have a separate contractor to disconnect and reconnect any cables to equipment and workstations.

9. QUESTION: Where can we place a waste dumpster?

RESPONSE: Contractor will need to coordinate with DAGS' Building Manager to secure a designated area near the building for a waste dumpster.

10. QUESTION: Is the Contractor responsible for the rolling chairs?

RESPONSE: No. DLNR-Land staff will relocate their rolling chairs prior to work start date.

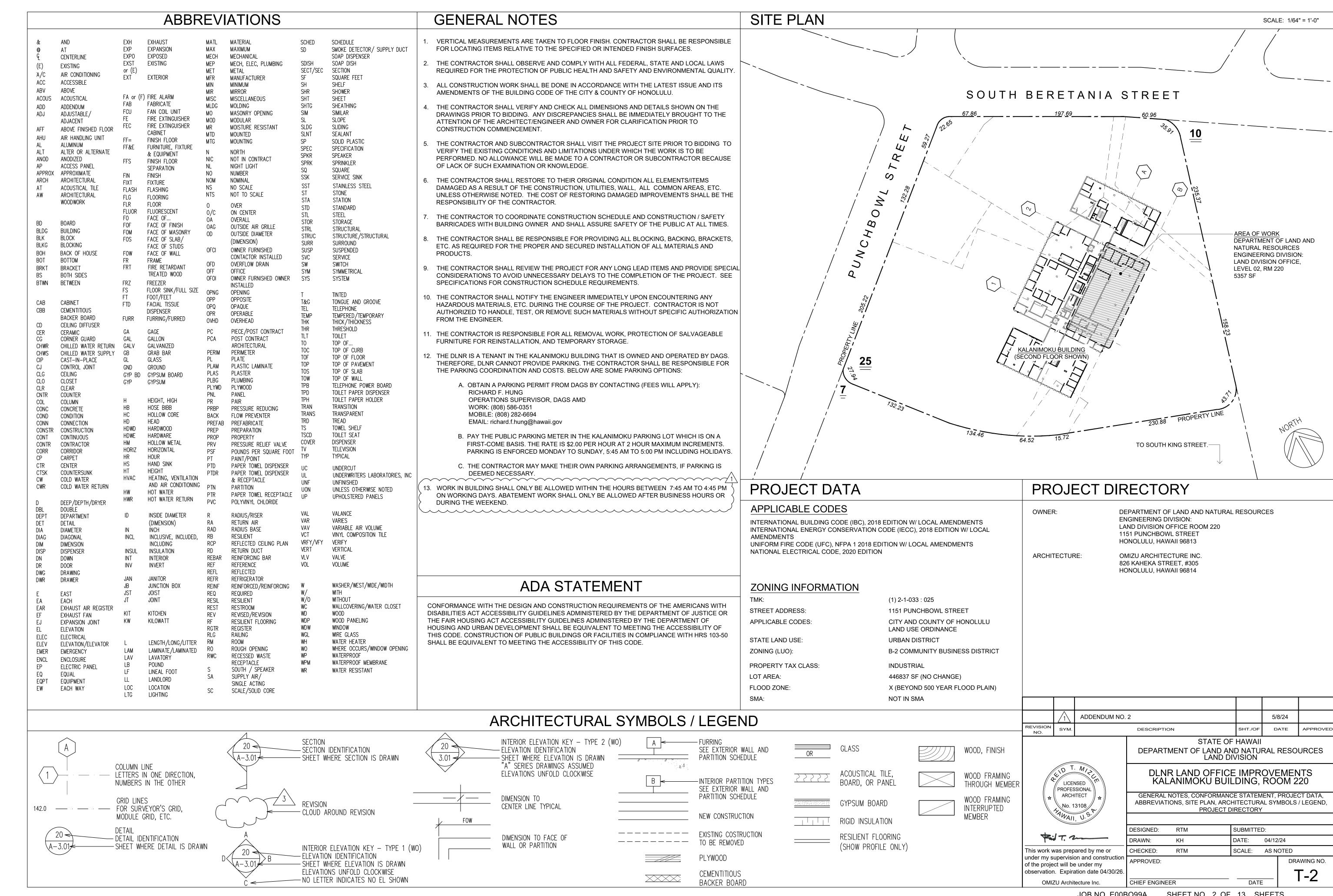
11. QUESTION: When is the tentative construction start date?

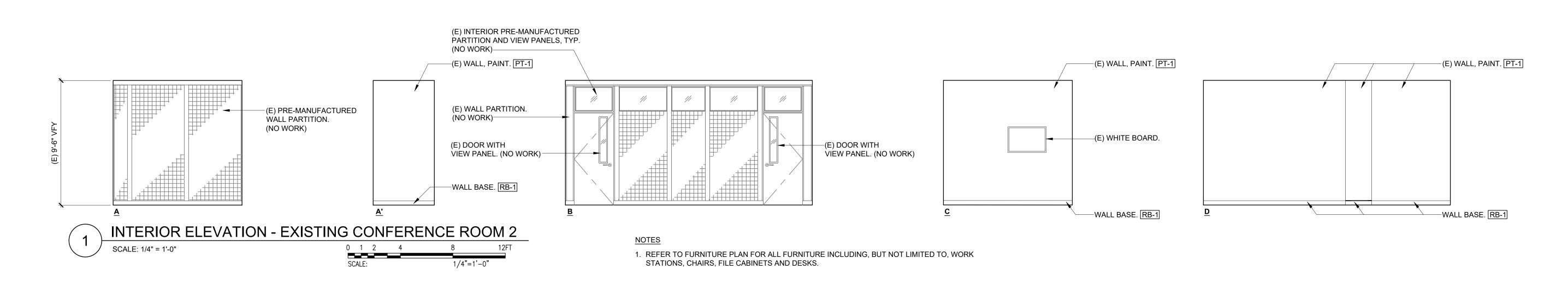
RESPONSE: Late July/early August or earlier, if possible.

**Engineering Division** 

Carty S. Chang

Chief Engineer





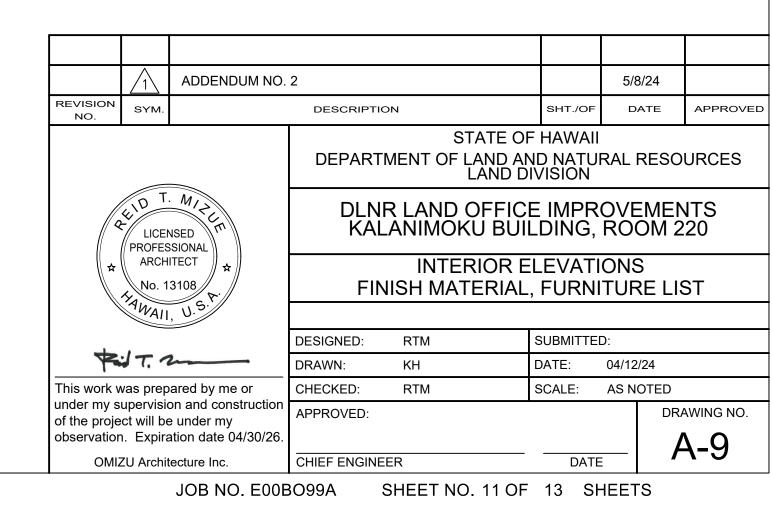
		EXISTING	G FUR	RNITU	JRE LIST: TO BE	SALVAGED FO	OR RE	LOC	ATION, TEMPOR	ARY, STORAG	SE, AND	FO	R CONTRACTO	OR REINSTALLAT	ΓΙΟΝ			
TYPE QTY	DESCRIPTION	SIZE	TYPE	QTY	DESCRIPTION	SIZE	TYPE	QTY	DESCRIPTION	SIZE	TYPE	QTY	DESCRIPTION	SIZE	TYPE	QTY	DESCRIPTION	SIZE
CPY-1 1	COPY MACHINE	28" X 54" X 39" HT 10" TRAY	BC-2	2	BLACK LARGE BOOKCASE	13" X 35" X 71" HT	DF-1	1	7-DRAWER FILE	23.5" X 28.5" X 37" HT	WP-1	1	WOOD PODIUM	17" X 24" X 53" HT	TC-1	40	TASK CHAIRS	-
CPY-2 1	COPY MACHINE	30" X 66" X 40" HT 8" TRAY	D-1	5	DESK	30" X 60" X 28" HT	GF-1	17	GREEN FILE CABINET	18.5" X 28 X 32" HT	CL-1	1	WALL CLOCK	12"	TC-2	15	TASK CHAIRS	-
CPY-3 1	COPY MACHINE	24" X 40" X 46" HT	D-2	1	DESK	29.5" X 60" 29" HT	MC-1	1	MEDIUM METAL CABINET	18.5" X 36" X 42" HT	TB-1	3	TACK BOARD	48" X 96"	WS-1	11	WORKSTATION	10'-10" X 9'-6" / 9'-4", TYP
CPY-4 1	COPY MACHINE	24" X 27" X 45" HT 8" TRAY	D-3	3	DESK	24" X 48" X 49" HT	MC-2	1	LARGE METAL CABINET	24" X 38" X 78" HT	WB-1	3	WHITE BOARD	24" X 36"	WS-2	10	WORKSTATION	10'-8" X 7'-10" / 7'-8"
MS-1 1	MEDIUM METAL SHELF	18.5" X 37.5" X 48" HT	D-4	2	DESK	28" X 60" X 28.5" HT	MF-1	2	2 TIER FILE	19" X 30" X 28" HT	WB-2	1	WHITE BOARD	36" X 48"	WS-3	4	WORKSTATION	10'-10" X 8'-2" / 8'-0"
MS-2 1	MEDIUM METAL SHELF	12.5" X 37" X 52" HT	D-5	1	DESK	30' X 73.5" X 29" HT	MF-2	1	3 TIER FILE	13" X 36" X 56" HT	PH-1	1	PEN HOLDER	2" X 4" X 4" HT	WS-4	1	WORKSTATION	9'-11" X 8'-2"
MS-3 1	MEDIUM METAL SHELF	17.5" X 37" X 52" HT	D-6	1	DESK	30" X 48" X 26.5"	FAN-1	1	PEDESTAL FAN	15"	SL-1	1	STEP LADDER	17" X 30" BASE X 33" HT	WS-5	2	WORKSTATION	8'-2" X 9'-1" / 7'-10.5"
MS-4 12	TALL METAL SHELF	13" X 36" X 78" HT	D-7	1	DESK	48" X 150" X 29"	TS-1	1	TABLE STAND ON WHEELS	19.5" X 32" X 25.5" HT	MSL-1	1	SMALL MAIL SLOT	17" X 60" X 12" HT	WSM-1	1	WORKSTATION - MAIL	13'-11" X 4'-0"
MR-1 1	LARGE METAL RACK	12" X 37.5" X 84"	WD-1	1	WOOD DESK	30" X 60" X 32" HT	TV-1	1	TV MONITOR	29" X 51"	MSL-2	2	LARGE MAIL SLOT	16" X 38" X 60" HT	SEE NC	OTE-3 FOF	NORKSTATIONS WS-1 THRO	DUGH WS-5 AND WSM-1.
SR-1 1	SMALL STEEL RACK	19" X 36" X 35" HT	F-1	6	MEDIUM FILE CABINET	18" X 28" X 52" HT	TV-2	1	TV MONITOR	33" X 58"	BD-1	1	BLACK DESK	17" X 60" X 40" HT				
BC-1 1	LARGE BOOKCASE	11" X 44" X 67" HT	F-2	3	TALL FILE CABINET	18.5" X 28" X 57.5" HT	WSH-1	1	WOOD SHELF	18.5" X 22" X 48" HT	DH-1	1	DESK HUTCH	17" X 60" X 8" HT				

NOTES: 1. SUBMIT COMPLETE AND VERIFIED <u>FURNITURE LIST</u> AND <u>PHOTO DOCUMENTATION</u> TO THE ENGINEER PRIOR TO REMOVAL AND STORAGE.

2. FURNITURE LOCATION SHALL COMPLY WITH ADAAG 404.2.4.1

3. REFER TO SHEET A-11 FOR TYPICAL DOCUMENTATION OF EA WORKSTATION, WS-1 THRU WS-5 AND WSM-1.

FINISH / MATERIAL SCHEDULE									
TYPE		COLOR	FINISH / PRODUCT INFO.	MANUFACTURER	REMARKS				
ČS-1	PAINT - DOOR EDGES	CLEAR STAIN	SEMI-GLOSS	MNF: SHERWIN WILLIAMS CONTACT: SHARI TSUKAYAMA TEL: (808) 497-2468 EMAIL: shari.sherwin@gmail.com	PROVIDE SUBMITTAL AND SAMPLE PRODUCT DATA FOR ARCHITECT REVIEW PRIOR TO ORDER AND INSTALLATION.				
PT-1	PAINT - INTERIOR WALLS, CONDUIT DROPS	MATCH: EXISTING ROOM COLOR	SEMI-GLOSS	MNF: SHERWIN WILLIAMS CONTACT: SHARI TSUKAYAMA TEL: (808) 497-2468 EMAIL: shari.sherwin@gmail.com	PROVIDE SUBMITTAL AND SAMPLE PRODUCT DATA FOR ARCHITECT REVIEW PRIOR TO ORDER AND INSTALLATION.				
RB-1	RUBBER BASE - COVE BASE	MOLASSES R41ML	ARMSTRONG FLOORING (OR APPROVED EQUAL) - 4" RUBBER BASE	MNF: ARMSTRONG FLOORING CONTACT: SHEILA SURBAN, TRI-WEST TEL: (808) 372-0529 EMAIL: ssurban@triwestltd.com	PROVIDE SUBMITTAL AND SAMPLE PRODUCT DATA FOR ARCHITECT REVIEW PRIOR TO ORDER AND INSTALLATION.				
VCT-1	VINYL COMPOSITE TILE PREMIUM EXCELON IMPERIAL TEXTURE	51804 EARTHSTONE GREIGE	ARMSTRONG FLOORING (OR APPROVED EQUAL) 12" X 12" X 1/8" POLISHED, SEE REMARKS	MNF: ARMSTRONG FLOORING CONTACT: SHEILA SURBAN, TRI-WEST TEL: (808) 372-0529 EMAIL: ssurban@triwestltd.com	PROVIDE SUBMITTAL AND SAMPLE PRODUCT DATA FOR ARCHITECT REVIEW PRIOR TO ORDER AND INSTALLATION. FLOOR POLISH S-480 OVER NEW TILE.				
RS-1	WINDOW ROLLER SHADES (MANUAL)	STONE, 6080 - WOVEN SHADE 1% OPENNESS FACTOR / TRANSPARENCY	MECHO 5 (OR PRE-APPROVED EQUAL) MANUAL ROLLER SHADE, SINGLE ROLL W/ CHAIN PULL, SIDE MOUNTED HARDWARE WITH MATCHING WOVEN SHADE VALANCE AND CLOSURE PANELS.	MNF: MECHOSHADE OR PRE-APPROVED EQUAL CONTACT: CHARLOTTE IIDA TEL: (808) 587-7053 EMAIL: charlotte.iida@gmail.com	PROVIDE SUBMITTAL AND SAMPLE PRODUCT DATA FOR ARCHITECT REVIEW PRIOR TO ORDER AND INSTALLATION.				



### INFORMATION AND INSTRUCTIONS TO BIDDERS

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#### INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. <u>PROJECT LOCATION AND SCOPE OF WORK</u>: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. <u>PROPOSALS</u>: Bidders shall submit their bid, including the completed proposal form, bid bond, and any other documents required by the solicitation as part of their bid through the State of Hawaii e-Procurement System (HIePRO). See Item D, PROPOSAL FORM.
- C. <u>GENERAL CONDITIONS</u>: The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.
- D. <u>PROPOSAL FORM</u>: The Bidders shall fill out and upload the electronic copy of the proposal form to the HIePRO website when submitting the bid. Bid Proposals shall not be mailed, faxed or delivered to the State, unless requested to do so after the designated closing date. The successful Bidder shall fill out and print a hard copy of the proposal form, sign and submit the form with the contract award package.
- E. <u>OMISSIONS OR ERASURES</u>: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. <u>NOTICE OF INTENT TO BID AND QUESTIONNAIRE</u>:
  - A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a questionnaire. When requested by the State, the completed questionnaire shall be submitted to the Chief Engineer for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. <u>BID SECURITY</u>: A bid security will be furnished by each bidder as provided in sub-section 2.7 of the General Conditions. The successful bidder's bid security will be retained until Contract execution and furnished a performance and payment bond in an amount equal to one hundred percent (100%) of the total Contract price, including an amount estimated to be required for extra work, is furnished.

The Board reserves the right to hold the bid securities of the four lowest bidders until the successful bidder has entered into a contract and has furnished the required performance bond. All bid securities will be returned in accordance with sub-section 3.5 of the General Conditions.

Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond within the time stated in the proposal, the bid security shall be forfeited as required by law.

- H. <u>CONTRACTOR'S LICENSE REQUIRED</u>: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.
- I. <u>IRREGULAR BIDS</u>: No irregular bids or propositions for doing the work will be considered by the Board.
- J. <u>WITHDRAWAL OF BIDS</u>: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. <u>SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS</u>: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work, as provided in sub-section 3.6 of the General Conditions.
- L. <u>NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT</u>

  <u>DOCUMENTS</u>: If requested by the Board, six copies of the Contract, performance and payment bonds shall be executed.
- M. <u>CHANGE ORDERS</u>: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Chief Engineer (Engineer) and in accordance with sub-section 4.2 of the General Conditions.
  - The Contractor shall clearly identify and inform the Engineer in writing of any deviations from the contract documents at the time of submission and shall obtain the Engineer's written approval to the specified deviation prior to proceeding with any work.
- N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

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

Work shall only be allowed within the hours between 7:45 am to 4:45 pm on working days. Abatement work shall only be allowed after business hours or during the weekend. No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Engineer. Should permission be granted to work

at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Engineer.

- O. <u>PERMITS</u>: The State will process permit applications whenever possible, and the Contractor shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.
- P. <u>PROPERTY DAMAGE</u>: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Engineer.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury. All areas damaged by construction activities including the laydown area shall be seeded and regressed upon completion of the project.

Q. <u>TIME</u>: The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

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

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

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

R. <u>BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE</u>: The successful low bidder shall designate in writing to the Engineer the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Engineer in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Engineer shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

- S. <u>LIQUIDATED DAMAGES</u>: Liquidated damages in the amount specified in the Proposal will be assessed for each and every calendar day from and after the expiration of the time period stated in the Contract for the completion of the project.
- T. <u>HIRING OF HAWAII RESIDENTS</u>: The Contractor shall comply with Act 68, SLH 2010, in the performance and for the duration of this contract. The Contractor shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

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

- U. <u>WATER AND ELECTRICITY</u>: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.
- V. <u>PUBLIC CONVENIENCE AND SAFETY</u>: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 Suspension of Work of the General Conditions.
- W. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.
- X. <u>AS-BUILT DRAWINGS</u>: As-built drawings, the intent of which is to record the actual inplace construction so that any future renovations or tie-ins can be anticipated accurately, shall be required. All authorizations given by the Engineer to deviate from the plans shall be drawn on the job site plans. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded on the as-built drawings. Final as-built drawings shall be submitted to the Engineer for review and approval. After the Engineer approves the as-built drawings, the contractor shall submit an electronic copy in Adobe PDF format on CD ROM.

- Y. <u>ASBESTOS CONTAINING MATERIALS</u>: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free.
- Z <u>WORKER SAFETY</u>: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 Suspension of Work of the General Conditions.
- AA. <u>QUANTITIES</u>: All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- BB. <u>OTHER HEALTH MEASURES</u>: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- CC. HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT: Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.
- DD. COMPLIANCE WITH §3-122-112 HAR:

As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the apparent low bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. TAX CLEARANCE REQUIREMENTS (HRS Chapter 237): Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. Department of Labor (DLIR) "Certificate of Compliance". (HRS Chapter 383 Unemployment Insurance, Chapter 386 Workers' Compensation, Chapter 392 Temporary Disability Insurance, and 393 Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

C. Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) "Certificate of Good Standing". Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <a href="http://vendors.ehawaii.gov">http://vendors.ehawaii.gov</a> to acquire a "Certificate of Vendor Compliance" indicating the bidder's status is compliant with the requirements of \$103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.