

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION  
Honolulu, Hawaii

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CONTRACT SPECIFICATIONS AND SCOPE OF WORK

Job No. MA24-06  
Maui District Repair of Street Lighting and Electrical Systems  
Various Locations, Island of Maui, Hawaii



Approved: \_\_\_\_\_

MEGHAN L. STATTS  
Administrator  
Division of Boating and Ocean Recreation



Approved: \_\_\_\_\_

FINN D. McCALL, P.E.  
Engineering Branch Head  
Division of Boating and Ocean Recreation

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CONTENTS

NOTICE TO BIDDERS AND CONTRACT SCOPE OF WORK .....	iii
INFORMATION AND INSTRUCTIONS TO BIDDERS .....	I-1
SPECIAL PROVISIONS.....	SP-1
PROPOSAL (Bound Separately)	
DEPARTMENT OF LAND AND NATURAL RESOURCES INTERIM GENERAL CONDITIONS, DATED OCTOBER 1994. (Bound separately)	
AG-008 103D General Conditions (Bound Separately)	

**NOTICE TO BIDDERS AND CONTRACT SCOPE OF WORK**

(Chapter 103D, HRS)

SEALED BIDS for **Job No. MA24-06, Maui District Repair of Street Lighting and Electrical Systems, Various Locations, Island of Maui, Hawaii** will be received at the Department of Land and Natural Resources, Division of Boating and Ocean Recreation through the State of Hawaii e-Procurement System (HlePRO).

The General’s General Conditions (AG008) revised August 29, 2008 and the DLNR Interim General Conditions (1994) shall be made a part of the contract specifications.

**SCOPE**

The purpose of this Invitation for Bids (IFB) for a licensed electrical contractor to diagnose electrical problems and perform electrical repairs. Scheduled preventive maintenance is not included unless the Contract Administrator and/or the Engineer determine that is needed for a specific Project Assignment.

The Contractor shall diagnose and repair the area lighting and the electrical systems at three (3) small boat harbors and three (3) launch ramps on the Island of Maui as needed.

The Small Boat Harbors (SBH) and launch ramp facilities include the following:

<b>Facility Name &amp; Address</b>	<b>Contact Info</b>
Maalaea SBH 101 Maalaea Boat Harbor Road Wailuku, HI 96793	Meghan Statts, Assistant Administrator Phone: (808) 587-1966 Email: Meghan.l.statts@hawaii.gov
Lahaina SBH 675 Wharf Street Lahaina, HI 96761	Daynette Flores, Harbor Master Phone: (808) 662-4060 Email: Daynette.m.flores@hawaii.gov
Kahului SBH Kahului Beach Road Kahului, HI 96732	Meghan Statts, Assistant Administrator Phone: (808) 587-1966 Email: Meghan.l.statts@hawaii.gov
Mala Boat Ramp Mala Wharf Road Lahaina, HI 96761	Daynette Flores, Harbor Master Phone: (808) 662-4060 Email: Daynette.m.flores@hawaii.gov
Kihei Boat Ramp 2780 S. Kihei Road Kihei, HI 96753	Meghan Statts, Assistant Administrator Phone: (808) 587-1966 Email: Meghan.l.statts@hawaii.gov
Hana Boat Ramp Keawa Place Hana, HI 97713	Meghan Statts, Assistant Administrator Phone: (808) 587-1966 Email: Meghan.l.statts@hawaii.gov

There are two (2) line items in the Bid Proposal for this contract based on the bidder’s hourly rate.

- Line Item No. 1 is for repairs to lighting systems.
- Line Item No. 2 is for electrical system repairs.
- Line Item No. 3 is a fixed allowance item in the amount of \$100,000.00 to cover rental equipment, materials, unforeseen conditions or additional projects.

The contractor shall be aware that the State will assign projects as needed and is not obligated to the contractor for the cost budgeted in the Proposal and shall be used at the sole discretion of the State.

The Sum of Line Items #1, #2, and #3 is the base bid that will be used to determine the low bid. The contract will be awarded to the lowest responsive and responsible bidder.

Line item #4 is for the usage of Contractor owned equipment. The contractor shall obtain approval for the use of their equipment prior to the commencement of any work.

The Contractor must bid for all line items to be considered for award.

The contractor shall provide a cost breakdown for all repair projects including total hours worked and equipment used. Unless an emergency condition exists, the contractor shall provide a proposal showing the total estimated hours and type of equipment to be used for approval prior to starting work.

Line Item #1 is the repair of the street lighting and area lighting that can be accessed with a vehicle or bucket lift. The area lighting includes the roadway, parking lots, loading docks and launch ramp lighting. This line item includes all the outdoor lighting that is on a utility or lighting pole on the shore or on the loading docks. This line item does **not** include work on any Maui Electric or privately owned lighting systems.

The repairs to the concrete light post base, light post anchors, utility pole guy wires or underground wiring for the pole shall be included under Line Item #2. The Contract Administrator and/or the Engineer shall have the final discretion on how Line Items #1 or #2 may be billed.

Line Item #2 is the repair of any electrical system at the above listed facilities with the exclusion of the street and area lighting covered under Line Item #1. This includes lighting systems on the docks and piers that are not accessible by vehicle or bucket lift. The Contractor shall furnish all labor, equipment, and materials to properly repair malfunctioning electrical system components on the shore and on the piers.

The repairs on the shore include, but are not limited to, the power distribution center, underground wiring, overhead wiring, electrical pedestals, and repairs to the electrical systems in the facilities' buildings. The repairs to the piers include, but are not limited to, the area lighting (that are not included in Line Item #1), power distribution, wiring and electrical pedestals.

The repairs to the concrete light post base, light post anchors, utility pole guy wires or underground wiring for the pole shall be billed under Line Item #2. The Contract Administrator and/or the Engineer shall have the final discretion on how Line Items #1 or #2 may be billed.

There are parts of the electrical system at some facilities that are located under the piers. The Contractor will not always have access to all the electrical system from the top of the pier. There are conditions that will require the Contractor to go under the pier to work on the electrical system. The Contractor may require the use of a small boat and/or raft to access and effect repairs under the piers and must have knowledge of local tidal changes within these facilities and their effect on work.

The Contractor shall inform the Contract Administrator immediately if the cost of a single Project Assignment appears to be over ten thousand dollars (\$10,000.00) when performing the initial diagnosis. Repairs estimated at over \$10,000.00 shall be approved in writing before commencement of work. Any work performed without written consent will be done at the contractor's expense.

Line Item #4 is for the equipment, safety, and traffic control items that the Contractor owns. To receive compensation for the use of Contractor owned equipment the Contractor must list the type of equipment and hourly rate for use of the equipment in Line Item #4. Equipment mobilization and demobilization costs shall be incidental to the hourly rate for use of said equipment. If equipment necessary to complete a repair is purchased after the submittal of bids the Contractor shall submit a letter to the State that lists the brand name, model, date acquired, and hourly rate for use of the equipment. The state must approve use of the equipment and its hourly rate prior to use.

If the Contractor does not own equipment necessary to complete repairs, the Contractor may rent the equipment. The contractor must provide the equipment rental use rate to the State for approval prior to use of the equipment. The Contractor shall be responsible to furnish all equipment required to perform repairs.

The equipment categories for Line Item #4 includes steel plates, traffic control barriers and equipment, large equipment powered by gas, propane or diesel engines, boats, floats and any other equipment necessary to complete a repair. This category does not include items such as hand-held tools or electrical equipment, which shall be considered incidental to the hourly rates in Line Items #1 and #2.

#### **PROJECT ASSIGNMENTS**

A Project Assignment is for repair work that is requested by the State. The Contract Administrator or designated representative shall issue a work order to assign a project to the Contractor. Unless an emergency condition exists, the Contractor shall submit an itemized proposal including the number of estimated hours to complete the repair, materials required and cost thereof, and equipment to be used prior to starting work. Payment on a project shall be made only based on an invoice to the State for the actual work performed and the material and equipment that the Contractor supplies. A work order may involve similar repairs in multiple facilities as a single project.

Each Project Assignment is limited to ten thousand dollars (\$10,000.00). The Contractor will start each Project Assignment performing a diagnosis of the problem and determining if the Project Assignment is under the cost limit. The Contractor must determine when starting the Project Assignment that it is within the cost limit. If the Contractor determines that the Project Assignment is over the cost threshold the Contractor shall stop all work immediately and report to the Contract Administrator for further direction.

#### **SCHEDULING WORK**

The Contract Administrator and/or the Boating Engineer will determine if the repairs are required. If repairs are required, the Contract Administrator shall issue a work order that outlines the repair work that the Contractor is required to perform for each project. If the Contractor discovers more problems while working on the project, the Contractor shall inform the Contract Administrator and shall receive written permission to proceed with proposed work before performing the additional work. Any work performed without written authorization will be done at the contractor's expense.

The Contractor shall respond to the work order with twenty-four (24) hours of the issuance of a work order unless the deadline falls on a Saturday, Sunday and/or State holiday. In that case the deadline is extended to the next working day. The Contractor shall work on the project each

day until it is finished (Saturdays, Sundays and/or State holidays excluded) unless the materials to perform the repairs are not available. When materials are not available the Contractor will work with the Contract Administrator for scheduling and exception to response time. Failure to inform the Contract Administrator that the materials are not available may result in a Liquidated Damages being assessed.

The Contractor will work with the Contract Administrator and the Harbor Agent at the facility whenever there is a disruption of utility service. The Contractor shall work with the State in securing the work area and post notices to the public in the facility if it is needed. The Contractor shall be responsible for traffic control. The Contractor shall conduct operations so that the impact on harbor operations and the public is minimized.

### **EMERGENCY REPAIRS**

An “emergency condition” means a situation which creates a threat to public health, welfare or safety that may arise because of major disaster, epidemic, riot, fire or other reason as may be proclaimed by the head of the purchasing agency. The emergency condition creates an immediate and serious need for goods, services or construction that cannot be met through normal procurement methods, the lack of which would seriously threaten the continued function of government, the preservation or protection of property or the health or safety of any person.

Besides the criteria for the emergency repair the following apply to emergency repairs:

- If the Contract Administrator and/or the Boating Engineer determines that it is an emergency repair and the work is performed on Saturday, Sunday, holidays and outside of the normal working hours of 7:45 A.M to 4:30 P.M. the Contractor shall treat the project as an emergency repair.
- The Contractor shall provide a phone number to the Contract Administrator for emergencies. The Contractor shall inform the Contract Administrator when there is a change. A pager or answering service number is not allowed for the emergency contact.
- The Contract Administrator and/or the Boating Engineer may declare an emergency repair during normal working hours.
- If the Contract Administrator is unable to contact the Contractor at the phone number provided by the Contractor, the Contract Administrator shall have the option to find an alternate Contractor and offer the emergency part of the project to that Contractor.

The Contractor must respond within two (2) hours upon notification of an emergency repair. The Contractor shall work continuously on the emergency repair until the hazard is contained. When the hazard is contained, and the site is safe for the boaters, the staff and the public, the emergency part of the project is completed.

When the hazard is contained the balance of the project is performed by the successful Bidder under the contract as assignment that is not an emergency for this contract.

### **LABOR**

The labor hour estimates in the Bid Proposal are used by the State for bidding purposes only and do not guarantee any obligated quantity to the Contractor, estimated as follows:

1. The estimated quantity for Line Item #1 is for 10 Project Assignments a year at 15 hours per project for a total of 150 hours per year.
2. The estimated quantity for Line Item #2 is for 16 Project Assignments a year at 30 hours per project for a total of 480 hours per year.

The actual number of projects and labor hours performed during the contract may vary. The cost for labor will be billed on Line Items #1 and #2 as appropriate.

## **MATERIALS**

The Contractor provided materials will be paid under Line Item #3 as reimbursable expense. The State will allow a ten percent (10%) markup of the materials for overhead and profit for the Contractor supplied material. The Contractor shall submit the original itemized receipt from the material supplier when submitting the invoice for a Project Assignment. The receipt from the material supplier shall include or highlight only the materials that were used on the Project Assignment. Payment for materials will not be approved without the original itemized receipt from the material supplier(s) for a Project Assignment. The cost for materials will be billed on Line Item #3.

## **EQUIPMENT**

To receive compensation for the equipment, safety or traffic control items, the Contractor must notify the Contract Administrator and confirm in writing what equipment will be used and an estimated the length of time that it will be used when accepting the Project Assignment.

If the Contractor owns the equipment, safety or traffic control items required for a Project Assignment, the cost of the use of that equipment shall be at the hourly rate shown in Line Item #4.

If the Contractor does not own equipment necessary to complete repairs, the Contractor may rent the equipment. The contractor must provide the equipment rental use rate to the State for approval prior to use of the equipment. The Contractor shall be responsible to furnish all equipment required to perform repairs.

If the Contractor must rent the equipment, safety or traffic control items required for a Project Assignment, the contractor must provide the equipment rental use rate to the State for approval prior to use of the equipment. The original receipt for the rented equipment shall be included with the invoice for the Project Assignment. The State will allow a five per cent (5%) markup for equipment rental for overhead and profit. The receipt from the rental equipment vendor shall include **only** the item(s) that were used for the Project Assignment.

The cost for use of equipment will be billed on Line Item #3.

## **TERM OF CONTRACT**

Contractor shall enter into a contract for furnishing services for a 12-month period commencing from the official date of notice to proceed provided by the State or until the funds budgeted for the contract is exhausted.

Unless terminated, the contract may be extended for not more than three (3) additional 12- month periods or portions thereof, without the necessity of rebidding, upon agreement in writing, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein. Supplemental Contracts may be awarded if the funds budgeted for the original contract and/or the previous Supplemental Contract is exhausted.

The Contractor or the State may terminate the extended contract period at any time upon sixty (60) days prior written notice.

## **AWARD OF CONTRACT**

Award of the contract, if any, will be made to the qualified, responsive and responsible Contractor submitting the lowest base bid price (Sum of Line Items #1, #2, and #3). The contract shall be based on the unit bid prices offered on the Proposal Form. The Contractor must make an offer for all items on the Proposal Forms to qualify for award consideration. The Contractor must be in good standing with the State of Hawaii's Department of Taxation, Department of Labor and Industrial Relations, and the Internal Revenue Service as evidenced through submittal of a Certificate of Vendor Compliance through the State Hawaii Compliance Express website at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. The vendor may alternatively provide the equivalent individual compliance documents from the agencies.

The quantities of inspections, repairs and materials are listed in the Proposal is based on historical data from the last three years. The State does not intend, imply, or guarantee that the exact number of items listed will be ordered.

The Contractor shall completely fill out, sign, and upload the Bid Proposal form attached to this solicitation before the date and time bids are due on the State electronic procurement system (HIePRO). Bids submitted on HIePRO without the Bid Proposal form also uploaded will not be accepted and the bidder will be considered non-responsive.

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

A contractor that has had a contract terminated or cancelled within the past five (5) years for non-performance will not be qualified to bid on this contract.

#### **PRE-BID SITE VISIT**

All interested parties are **strongly** encouraged to visit each facility noted above prior to submitting their bids. Please contact the Contract Administrator to arranged site visits.

#### **REQUIRED LICENSE**

Due to the nature of work contemplated, bidders must possess a valid State Contractor's license, classification C-13.

#### **INVOICING**

Invoices shall be payable upon certification by the Contract Administrator that the Contractor has satisfactorily performed the required services.

Original invoices shall be mailed to the following address:

Department of Land and Natural Resources  
Division of Boating and Ocean Recreation  
Engineering Branch  
4 Sand Island Access Road  
Honolulu Hawaii 96819

Electronic invoices may also be emailed directly to the Contract Administrator.

All invoices shall reference the Purchase Order or Contract Number issued by the State.

A "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system or the equivalent of the individual documents is required for final payment requirements.

#### **CONTRACT ADMINISTRATOR**

Inquiries related to this solicitation and management of this contract will be under the following individuals:

Finn McCall, DOBOR Engineer  
Engineering Branch Head  
4 Sand Island Access Road  
Honolulu, HI 96819  
Phone: (808) 587-3250  
Email: finn.d.mccall@hawaii.gov

Meghan Statts, DOBOR Administrator  
4 Sand Island Access Road  
Honolulu, HI 96819  
Phone: (808) 587-1966  
Email: Meghan.l.statts@hawaii.gov



# INFORMATION AND INSTRUCTIONS TO BIDDERS

## CONTENTS

		<u>Page</u>
A	Project Location and Scope of Work .....	I-2
B	Sealed Proposals .....	I-2
C	General Conditions .....	I-2
D	Proposal Form .....	I-2
E	Omissions or Erasures .....	I-2
F	Notice of Intent to Bid and Questionnaire .....	I-2
G	Bid Security .....	I-2
H	Contractor's License Required .....	I-2
I	Irregular Bids .....	I-3
J	Withdrawal of Bids .....	I-3
K	Successful Bidder to File Performance and Payment Bonds .....	I-3
L	Number of Executed Original Counterparts of Contract Documents .....	I-3
M	Change Orders .....	I-3
N	Wages and Hours .....	I-3
O	Permits .....	I-3
P	Property Damage .....	I-4
Q	Time .....	I-4
R	Bidder's Responsibility to Provide Proper Superintendence .....	I-4
S	Liquidated Damages .....	I-4
T	Hiring of Local Labor .....	I-4
U	Water and Electricity .....	I-4
V	Public Convenience and Safety .....	I-5
W	Work to be Done Without Direct Payment.....	I-5
X	As-Built Drawings .....	I-5
Y	Asbestos Containing Materials .....	I-5
Z	Worker Safety .....	I-5
AA	Toilet Facilities .....	I-5
BB	Signs .....	I-5
CC	Field Office for Department .....	I-6
DD	Quantities .....	I-6
EE	Other Health Measures .....	I-6
FF	Hawaii Business Requirement .....	I-6
GG	Compliance With §3-122-112 HAR .....	I-6

## INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. SEALED PROPOSALS: **Not applicable. See D. PROPOSAL FORM.**
- C. GENERAL CONDITIONS: The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.
- D. PROPOSAL FORM: **The Bidders shall fill out and upload the electronic copy of the proposal form to the HiePRO website when submitting the bid. Bid Proposals shall not be mailed, faxed or delivered to the State, unless requested to do so after the designated closing date. The successful Bidder shall fill out and print a hard copy of the proposal form, sign and submit the form with the contract award package.**
- E. OMISSIONS OR ERASURES: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE:  
A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a standard questionnaire. When required, the completed questionnaire shall be submitted to the Chief Engineer for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: A bid security will be furnished by each bidder as provided in sub-section 2.7 of the General Conditions. The successful bidder's bid security will be retained until Contract execution and furnished a performance and payment bond in an amount equal to one hundred percent (100%) of the total Contract price, including an amount estimated to be required for extra work, is furnished. **No bid security is required for bids less than \$50,000.**
- 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. CONTRACTOR'S LICENSE REQUIRED: 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. This project will require a Class "C-13" Electrical Contractor's License.

- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be considered by the Board.
- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work, as provided in sub-section 3.6 of the General Conditions. **Performance and payment bonds are not required for bids less than \$50,000.**
- L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If requested by the Board, six copies of the Contract, performance and payment bonds shall be executed. **For contracts less than \$50,000, the State reserves the right to contract the work under a purchase order.**
- M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Chief Engineer (Engineer) and in accordance with sub-section 4.2 of the General Conditions.

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

- N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department 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.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Engineer. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Engineer.

- O. PERMITS: The State will process permit applications whenever possible, and the Contractor

shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

- P. PROPERTY DAMAGE: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Engineer.

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

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

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

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

- T. HIRING OF LOCAL LABOR: The Contractor shall hire local labor whenever practicable.

- U. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.
- V. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- W. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.
- X. AS-BUILT DRAWINGS: As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required. All authorizations given by the Engineer to deviate from the plans shall be drawn on the job site plans. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded on the as-built drawings. Final as-built drawings shall be submitted to the Engineer by the Contractor at the end of the project in both hard copy and electronic copy in Adobe PDF format on CD ROM.
- Y. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free
- Z. WORKER SAFETY: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- AA. TOILET FACILITIES: All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged.
- BB. SIGNS: Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Engineer for the purpose

of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic. **No project sign will be required for this project.**

- CC. FIELD OFFICE AREA FOR DEPARTMENT: **No field office for Department use will be required for this project.**
- DD. QUANTITIES: All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The 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.
- EE. OTHER HEALTH MEASURES: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- FF. HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT: Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.
- GG. COMPLIANCE WITH §3-122-112 HAR:  
As a condition for award of the contract the contactor shall be in compliance with the following requirements:
  - 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.

## **COMPLIANCE, DOCUMENTATION AND HAWAII COMPLIANCE EXPRESS**

As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS:

Vendors are required to be compliant with all appropriate state and federal statutes. Proof of compliance (compliance documentation) is required. See the HIePRO Buyer FAQ on the State Procurement website for more information.

Proof of compliance/documentation is obtained through Hawaii Compliance Express (HCE). Vendors shall register in Hawaii Compliance Express (HCE), a program separate from HIePRO. The annual subscription fee to utilize the HCE service is currently \$12.00.

Allow 2 weeks to obtain complete compliance status after initial registration. It is highly recommended that vendors subscribe to HCE prior to responding to a solicitation.

The vendor is responsible for maintaining compliance. If the vendor does not maintain timely compliance in HCE, an offer otherwise deemed responsive and responsible may not be awarded.

## SPECIAL PROVISIONS

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

### Section 2 – Proposal Requirements and Conditions

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

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

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

Hawaii Business or Compliant Non-Hawaii Business Requirement: Bidders shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR. A certified letter is not required prior to bid opening.

Compliance with §3-122-112 HAR: As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the apparent low bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

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

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.hawaii.gov> to acquire a “Certificate of Vendor compliance” indicating that bidder’s status is compliant with requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes.

Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.



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

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

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

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

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

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

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

**Section 3 – Award and Execution of Contract**

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

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

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

3. **AMEND** Section 3.9, Notice to Proceed, by replacing the last paragraph with the following:

In the event the Notice to Proceed is not issued within three hundred and sixty-five (365) calendar days after the date of bid opening, the Contractor may submit a claim for increased labor and materials costs (but not overhead costs). The claim shall be for labor and material costs incurred after 365 days and the full duration of the contract time allowed for the performance of the work (as specified on Page P-1 of the [Bid] PROPOSAL) have elapsed. Such claims shall be accompanied with the necessary documentation to justify the claim. No payments will be made for escalation costs that are not fully justified as determined by the State.

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

**“3.10 PROTESTS**—Pursuant to Section 103D-701, Hawaii Revised Statutes, an actual or prospective offeror who is aggrieved in connection with the solicitation or award may submit a protest. Any protest shall be submitting in writing to the Chairperson, Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813, or designee as specified in the solicitation.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the HIEPRO website.

**Section 5 – Control of Work**

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

**Section 6 – Substitution of Materials and Equipment**

**ADD** the following to Section 6.3 Sub-paragraph b:

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

**Section 7 – Prosecution and Progress**

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

**“d. INSURANCE REQUIREMENTS**

1. **Obligation of Contractor** - Contractor shall not commence any work until it obtains, at its own expense, all required herein insurance. Such insurance must have the approval of the Department as to limit, form and amount and must be maintained with a company authorized by laws of the State to issue such insurance in the State of Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the carrier has a AM Best’s Rating of “A-VII” or better.
2. All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the Department.
3. Certificate(s) of Insurance acceptable to the Department shall be filed with the Engineer prior to commencement of the work. Certificates shall identify if the insurance company is a “captive” insurance company or a “Non-Admitted” carrier to the State of Hawaii. The Best’s Rating must be stated for the “Non-Admitted” carrier. Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days written notice has been given to the Engineer by registered mail. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the certificate. Should any policy be canceled before

final acceptance of the work by the Department, and the Contractor fails to immediately procure replacement insurance as specified, the Department, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.

4. Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the Department harmless pursuant to other provisions of this contract. In no instance will the Department's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.
5. All insurance described herein shall cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area, and all change order work.
6. The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required or a copy of the actual policies covering the work. Failure to comply with the Engineer's request may result in suspension of the work and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.
7. If the Contractor is self-insured, it shall furnish, upon the request and the satisfaction of the Engineer, any documentation to demonstrate the ability to self-insure itself. The Engineer, from time to time, can conduct an audit to determine the ability of the Contractor to be self-insured. Failure to comply with the Engineer's request will be considered a material breach of the contract, and at the discretion of the Engineer, may be sufficient grounds to terminate the contract, suspend any work or withhold future payments.
8. It is the responsibility of the Contractor to notify the Department of any changes to its insurance policies or if the Contractor receives a notice of cancellation of any of its insurance policies. The Contractor will immediately provide written notice to the Department should the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
9. In addition, the Contractor's insurance policies shall contain the following clauses:
  - (a) The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii.
  - (b) It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.
- 10. Types of Insurance** - The Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations be by the Contractor itself or by the subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
  - (a) **Worker's Compensation.** The Contractor and all subcontractors shall obtain worker's compensation insurance for all persons whom they employ or may employ in carrying

out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.

- (b) Commercial General Liability. The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The commercial general liability insurance shall include the State as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.
- (c) Comprehensive Automobile Liability. The Contractor shall obtain Auto Liability insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage. The State shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

Furthermore, the Contractor's commercial general liability insurance and automobile liability insurance shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, or in connection with, the performance of work under this contract.

The Contractor's property damage liability insurance shall provide for all damages arising out of injury to or destruction of property of others including the Department's, arising directly or indirectly out of or in connection with the performance of the work under this contract including explosion or collapse.

The Contractor shall either:

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

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

- (d) Builder's Risk Insurance. Unless included in the Specifications of this project, the Contractor shall not be required to provide builder's risk insurance. If required as noted in the Specifications, builder's risk insurance shall be provided during the progress of work and until final acceptance by the Department upon completion of the contract. It shall be "All Risk" (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in

progress to the full replacement value thereof. Such insurance shall include the Department as additional name insured. The Contractor shall submit to the Engineer for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to 25% of the amount insured by the policy. With respect to all losses up to any deductible amount, the relationship between the Contractor and the Department shall be that of insurer and additional insured as if no deductible existed”.

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

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

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

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

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

### **Section 8 – Measurement and Payment**

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

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

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

- d. A Certification from the Contractor affirming that the Contractor has, as applicable, remained in

compliance with all laws as required by Section 103D-310, HRS, and Section 3-122-112, HAR. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS.

1. Certification of Compliance for Final Payment, State Procurement Office Form-22. Must be Signed Original.

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

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