

NOTICE TO BIDDERS AND CONTRACT SCOPE OF WORK

(Chapter 103D, HRS)

SEALED BIDS for **Job No. MA25-01, DOBOR Maui District Miscellaneous Facility Repairs, 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 general contractor to provide miscellaneous repairs at the Division of Boating and Ocean Recreation's facilities on the island of Maui. 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 provide miscellaneous repairs on the Island of Maui as needed to include, but not limited to, the following:

1. Plumbing/Comfort Station Repairs: Repair/replacement of above and underground water and sewer lines to include trenching, backfilling, pipe cushion, and asphalt/concrete pavement repair. Repair/replacement of comfort station facilities to include, but not limited to, sinks, urinals, toilets, toilet stall partitions, floor resurfacing, tile work, roof repair, and painting.
2. Concrete Repairs: Repair of concrete structures to include, but not limited, stairs, bulkheads, abutments, and pavement. Concrete work shall also include placement of reinforcing steel where required.
3. Carpentry Repairs: Repair/replacement of various wooden structures to include, but not limited to, stairs, pier/dock decking and fendering, comfort station walls/roof structures.
4. Drainage Facility Repairs: Repair/maintenance of drainage facilities to include, but not limited to, pumping/disposal of standing water in trench drains, drain sumps, and drywells; excavation/disposal of accumulated debris and sludge within drainage facilities.

The Contractor shall perform work at the following Small Boat Harbors (SBH) and launch ramp facilities on an as-needed basis:

Facility Name & Address	Contact Info
Maalaea SBH 101 Maalaea Boat Harbor Road Wailuku, HI 96793	Paul Sensano, Maui District Manager Phone: (808) 243-5899 Email: paul.k.sensano@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	Paul Sensano, Maui District Manager Phone: (808) 243-5899 Email: paul.k.sensano@hawaii.gov
Mala Boat Ramp Mala Wharf Road Lahaina, HI 96761	Paul Sensano, Maui District Manager Phone: (808) 243-5899 Email: paul.k.sensano@hawaii.gov
Kihei Boat Ramp 2780 S. Kihei Road Kihei, HI 96753	Paul Sensano, Maui District Manager Phone: (808) 243-5899 Email: paul.k.sensano@hawaii.gov
Hana Boat Ramp Keawa Place Hana, HI 97713	Paul Sensano, Maui District Manager Phone: (808) 243-5899 Email: paul.k.sensano@hawaii.gov

There are four (4) line items in the Bid Proposal for this contract based on the bidder's hourly rate.

- Line Item No. 1 is for Plumbing/Comfort Station Repairs.
- Line Item No. 2 is for Concrete Repairs.
- Line Item No. 3 is for Carpentry Repairs.
- Line Item No. 4 is for Drainage Facility Repairs.

Line Item No. 5 is a fixed allowance item in the amount of \$300,000.00 to cover rental equipment, materials, unforeseen conditions or additional projects.

Line Item No. 6 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 Sum of Line Items Nos. 1 - 5 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. The Contractor must bid for all line items to be considered for award.

The contractor shall be aware that the State will assign projects as-needed and is not obligated to the contractor for the full bid amount (sum total of Line Item Nos. 1 – 5) in the Proposal and shall be used at the sole discretion of the State.

The contractor shall provide a cost breakdown for all repair projects including total hours worked, materials required, and equipment used. Unless an emergency condition exists, the contractor shall provide a proposal showing the total estimated hours, materials required, and type of equipment to be used for approval prior to starting 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 No. 6 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 No. 6. 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 No. 6 includes steel plates, traffic control barriers and equipment, large equipment powered by gas, propane or diesel engines, boats, floats, excavator, backhoes, skid steers, scissor lifts or other type of equipment to elevate personnel, and any other equipment necessary to complete a repair. This category does not include items such as hand-held tools, or power tools which shall be considered incidental to the hourly rates in Line Items Nos. 1 – 4.

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 scope of 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 completed.

(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 manhour estimates in the Bid Proposal are for each crew member, not for an entire crew. The contractor shall provide a single hourly rate for each type of repair work, regardless of the trade disciplines involved for each type of repair (e.g. carpenter, equipment operator, plumber, laborer, etc.).

The manhour estimates in the Bid Proposal are used by the State for bidding purposes only and do not guarantee any obligated quantity to the Contractor. The total quantity of manhours is estimated as follows:

- Line Item No. 1 Plumbing/Comfort Station Repairs: 960 manhours per year.
- Line Item No. 2 Concrete Repairs: 480 manhours per year.
- Line Item No. 3 Carpentry Repairs: 480 manhours per year.
- Line Item No. 4 Drainage Facility Repairs: 480 manhours 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 Nos. 1, 2, 3, and/or 4 as appropriate.

MATERIALS

The Contractor-provided materials will be paid under Line Item No. 5 as a 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.

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 No. 6.

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 ten per cent (10%) 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.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing services for a 12-month period commencing from the official date of written 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 Item Nos. 1 - 5). 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 manhours in Bid Line Item Nos. 1 - 4 in the Proposal are estimated quantities of repair manhours for a 12-month period. The State does not intend, imply, or guarantee that the exact quantity of manhours listed will be used.

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 (HlePRO). Bids submitted on HlePRO 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 "A" General Engineering Contractor. The awarded contractor shall list, on the bid proposal, the names and license classification of each subcontractor to be used to perform work under this contract.

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:

Job No. MA25-01
Notice to Bidders and Contract Scope of Work
DOBOR Maui District Miscellaneous Repairs
Various Locations, Island of Maui, Hawaii
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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, each shall be designated as Contract Administrator:

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

Paul Sensano, DOBOR Maui District Manager
101 Maalaea Boat Harbor Road
Wailuku, HI 96793
Phone: (808) 243-5899 or (808) 216-5597
Email: paul.k.sensano@hawaii.gov

Revised per Addendum No. 1 dated February 12, 2025