

## INVITATION FOR BIDS

HIEPRO SOLICITATION #B26001345

# **KAUAI ACCESS ROAD REPAIRS FY 2026**

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF FORESTRY AND WILDLIFE  
KAUAI DISTRICT

BIDS MUST BE RECEIVED **BY 2:00 P.M. (HST) ON JANUARY 20, 2026,**

THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIEPRO).

## Invitation for Bids Kauai Access Road Repairs FY26

### Site visits

#### **Milolii, Mohihi-Camp 10 and Lower Mohihi Roads**

Date: Monday, January 12, 2025  
Time: 9:00 AM  
Location: Entrance to Milolii Ridge Road

#### **Loop Road**

Date: Tuesday, January 13, 2025  
Time: 9:00 AM  
Location: Keahua parking lot

### Bidder qualifications and experience requirements

Vendor must be HCE compliant (Hawaii Compliance Express) at time of bid submittal.

Vendor must provide insurance to State requirements.

Bid Offer of \$25,000 or higher will require submission of Bid Bond of at least 5% of the offered amount, **with Offer**. Bid Bond must be in a format as acceptable pursuant to HRS 103D and HAR 3-122.

After Award is issued, selected bidder will also provide a performance bond (Exhibit B) and a payment (Exhibit D) bond to ensure completion of project to the specifications herein and payment of any materials, or labor debts.

Vendor must show proof of similar work experience on Kauai within the last 7 years. Proof must be documentation of similar dirt road repairs of over 5,000 meters on the island. Details shall be included on the offer form.

### Scope of Work

To repair and perform maintenance on existing firebreak/access/maintenance roads on the island of Kauai.

***This job may be partially awarded, based on funding availability.***

All roads are unpaved dirt trails for 4x4 access. Approximate lengths for each section:

1. Milolii Ridge Road and Milolii Vista Trail – approx. 8,275 meters (5.14 miles)
2. Mohihi-Camp 10 Road (Mohihi-Waialae Road) – approx. 9,530 meters (5.92 miles)
3. Lower Mohihi Road – approx. 2,000 meters (1.24 miles)
4. Wailua Forest Management Road aka Loop Road – approx. 7,610 meters (4.72 miles)

Project Supervision and Administration

Mapuana OSullivan, Kauai DOFAW Forest Management Supervisor or her delegate will handle administration for this project at the local level and all on-the-ground coordination between the Contractor and DOFAW. She can be reached by mobile telephone at 808-346-2338, or email at [Mapuana.R.OSullivan@hawaii.gov](mailto:Mapuana.R.OSullivan@hawaii.gov) . The State may change the Administrator or delegate at any time.

Timelines

Schedule of Key Dates: The schedule below represents DOFAW’s best estimate of the schedule. If a component of this schedule is delayed, the rest of the schedule will be adjusted accordingly.

Solicitation Posting	December 26, 2025
Site visits (Pre-bid meetings)	Milolii & Camp10 - January 12, 2025 Loop - January 13, 2025
Deadline to submit written questions	January 14, 2025
DOFAW’s Response to Written Questions	January 16, 2025
Deadline to Submit Bid & supporting documents	January 20, 2025 by 2:00pm HST
Contract start date	Within one month of NTP (Notice To Proceed)
Contract end date	Within one year of NTP

Approximate contract start date will be in Spring 2026. Work shall commence within one month receiving the NTP, notice to proceed. Contract will be good for one year, with an option to extend 12-months.

Payment

The State will issue Purchase Orders. Contractor shall submit invoices as work is completed. As section are completed, Contractor shall schedule a time to inspect the road section that is being invoiced. Once approved, invoice will be submitted to DLNR Fiscal office for payment. Payment shall be received within 30 days of submitting final invoice to the Fiscal office.

Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Contractor may require the subcontractor(s) to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, Including

its subcontractor(s) where appropriate.

### **Coverage Limits**

**Commercial General Liability \$2,000,000 combined single (Occurrence form)  
limit per occurrence for bodily injury and property damage**

**Basic Motor Vehicle Insurance BI: \$1,000,000 per person and Liability Policies  
\$1,000,000 per accident PD: \$1,000,000 per accident**

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

"This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813."

"The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

"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."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, the Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

### **Bonding Requirements**

Successful Bidder to file Performance and Payment Bonds:

The successful bidder will be required to file performance bonds and labor and material payment bonds each for the total amount of each project price requisitioned by a purchase order.

### 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 operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

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

### Bidder's Responsibility to Provide Proper Superintendence

The successful low bidder shall designate in writing to the Contract Administrator 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 Contract Administrator 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 Contract Administrator 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.

### Hiring of Hawaii Residents

The Contractor shall comply with Act 68, SLH 2010, in the performance of; 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.

### Public Convenience and Safety

The Contractor shall always conduct construction operations with due regard to the convenience and safety of the public. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contract Administrator 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.

### 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 Contract Administrator 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.

### 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 always be provided when work is scheduled.

### 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.

### 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 selected 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.

**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.

**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.

**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.

Preferably, 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.ehawaii.gov> 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).

### Campaign Contributions

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

## Protest

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows, or should have known, of 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 award of the contract.

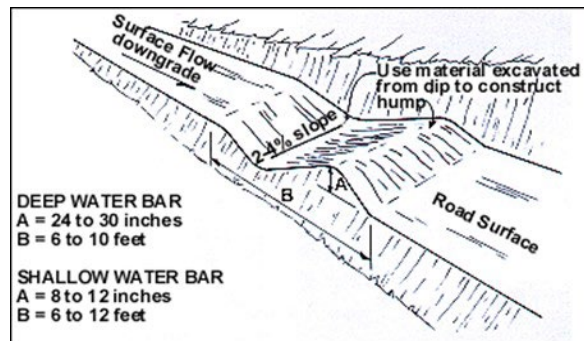
Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

## Scope of Work Specifications

### Repair and Maintenance Specifications

Perform maintenance/repair of all identified road sections. Repair work will include the following:

- Grade road to proper angle for proper water runoff to minimize impact of erosion.
  - Install new water diversions (throw-aways, water bars) - Qty per mile: 15 maximum
  - In areas where water throw-away features do not exist, the contractor will install new water bars in areas that require them, locations TBD.
  - Repair/maintain existing water diversions where needed at top crown of slope 20% or more downhill to reduce drainage on slope.
  - Repair/maintain existing water bars and water diversions where needed at the base of any slope 20% or more downhill to reduce drainage on slope.
- See picture for water bar specifications:



- Fill ruts in road where erosion has occurred, use aggregate material that is available on- site. If additional material is needed, contractor is responsible for purchasing and hauling to site. Aggregate material specifications must be approved prior to contract execution.
- Fill sections of road where exposed rocks are present with dirt, base course or rock dust material.
- Maintain and repair roadside ditches and drainages that show signs of deep erosion. Vegetation must be placed away from ditches, drainages, roads and trails.
- Clean out culverts, bridges or crossings of debris

### Equipment

The Contractor shall be responsible for providing all equipment related to completing the roadwork.

### Logistics

Contractor shall be solely responsible for all logistical arrangements for itself and its crew, including but not limited to all transportation, housing, meal, accommodations, and any associated costs, related to the Contractor's performance of this contract.

### Sanitation and Safety

**Keep field vehicles, equipment and tools clean.** The various work sites have weeds and pathogens that do not exist in other parts of the island. It is important to not spread these across work sites. Inspections of equipment, vehicles and/or tools may be made at time of mobilization.

Tires/Tracks (especially treads) and undercarriage of vehicles should be hosed off after each field visit to avoid transporting weeds and other pathogens. Pressure wash all vehicles and equipment after off road use. Make sure to wash all undercarriage and tires and any area that may harbor soil. Wash vehicles with detergent, paying particular attention to removing dirt and organic material from the undercarriage, truck bed, bumpers, and wheel-wells. Clean all dirt and organic material from interior of vehicle. Wash floor mats with soap and water then spray floor mats with 70% isopropyl alcohol. Use a 10% bleach (mixed the day of use) or 70% isopropyl alcohol solution in a pump sprayer to disinfect tires and undercarriage and/or muddy areas.

**Avoid carrying weed seeds from an infested part of the island of Kauai to these areas.** If travel routes go through areas infested with invasive weeds, be conscious of the potential for spread. When leaving a weedy area and entering a more pristine area, transport of weed seeds can be reduced by carrying a small brush to clean shoe soles, pant legs, and packs. Stick to established and well used trails or travel routes to avoid spreading weeds off trail.

#### Rare Plants and Birds

There are sensitive plants along the access road corridors. These areas will be flagged and identified prior to the contract execution. They will be marked with pink and black flagging. Any vegetation clearing of the area should be avoided. No debris or aggregate shall disturb the surrounding areas.

If tree trimming is necessary, trees over 15' shall not be cut or trimmed during bat pupping season (June 15- September 15).

#### Sections and Maps

See additional pages for site description and maps of all four (4) sections:

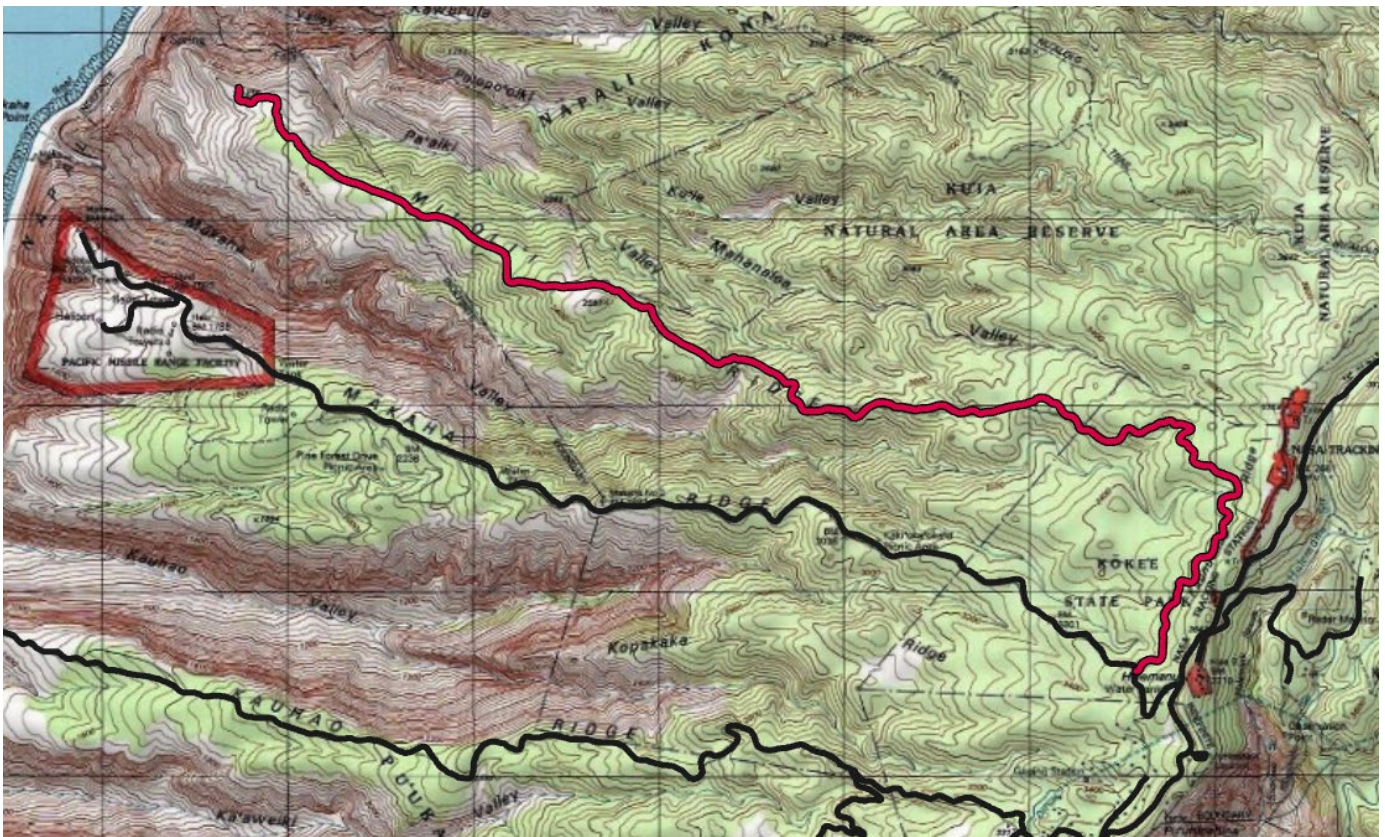
1. Milolii Ridge Road and Milolii Vista Trail – approx. 8,275 meters (5.14 miles)
2. Mohihi-Camp 10 Road (Mohihi-Waiialae Road) – approx. 9,530 meters (5.92 miles)
3. Lower Mohihi Road – approx. 2,000 meters (1.24 miles)
4. Wailua Forest Management Road aka Loop Road – approx. 7,610 meters (4.72 miles)

**Section 1. Milolii ridge road and Milolii Vista trail**

Milolii ridge road and Milolii vista trail, located within Kokee State Park and Na Pali Kona Forest Reserve. The road is approximately 5.14 miles long. This trail and road provides access to Kuia Natural Area Reserve, Na Pali Kona Forest Reserve and hunting unit H.

There are some stockpiles of aggregate along the road, but additional aggregate will be needed to completely repair this road to specifications. The road has also severely degraded over time and throw-aways or water bars are no longer functioning. These will need to be set in place to ensure the water can move off the water quickly to minimize the erosion of the road.

**Figure 1 – Map of Milolii road**





**Section 4. Wailua Forest Management road aka Loop Road**

Loop road is an unpaved dirt road for 4x4 only that is located within Lihue-Koloa Forest Reserve. This road provides access for the public to recreational areas, hunting unit C and access to forest products that support personal and cultural uses. The dirt road is approximately 4.72 miles and contains several culverts that will need to be cleaned and checked for debris. Road repairs will begin just after Keahua bridge and end at the “Blue Hole” diversion or rain gauge.

There have been repairs to the major crossings along this road, but a lot of work remains. Ditches are full and the throw-aways and waterbars are no longer functioning. Water remains on the road, eroding it away quickly. Aggregate will be needed to repair and strengthen the integrity of the road, especially the sections beyond the “Jurassic gate.” One section, the “Black Pond” will not need addressing, except for repairing and touching up the approaches. The actual water crossing will be a separate project that requires designs and permits. It is safe to cross with heavy equipment and vehicles, but all shall proceed with caution so no further damage to the area is made.

**Figure 3 – Map of Loop road**

