# State of Hawaii DEPARTMENT OF LAND AND NATURAL RESOURCES

# **ENGINEERING DIVISION**

1151 Punchbowl Street, Room 221 Honolulu, Hawaii 96813

#### **ADDENDUM NO. 1**

TO

Job No. F75C646E
Hapuna Beach State Recreation Area
Park Improvements and Repairs, Phase 3
South Kohala, Island of Hawaii, Hawaii

# MAY 2 7 2016

The items listed hereinafter are hereby made a part of the contract for the above project and shall govern the work, taking precedence over previously issued plans and specifications governing the items mentioned.

PLANS (Revisions by description only unless referenced by attached figures.)

- 1. Dwg. No. C-1 -Revise plan callout "CONSTRUCT GRAVEL PARKING" to "CONSTRUCT GRAVEL AREA".
- 2. Dwg. Nos. C-3/4 -Add Detail "Makai Parking Area Demolition Plan". See attached SKA-
- 3. Dwg. Nos. C-9/10 -Add Detail "Makai Accessible Parking Stall Detail". See attached SKA-2.
- 4. Dwg. Nos. C-7/13 -Delete Detail "Van Accessible Stall and Access Aisle Detail". Revise demolition and reconstruction plan and site plan in the vicinity of the Kitchen Pavilion parking area by adding detail "Mauka Kitchen Pavilion Parking Stall Detail". See attached SKA-3.
- 5. Dwg. No. C-13

  -Revise plan callout "RELOCATE EXISTING 3" WATER LINE AWAY FROM GRAVEL PARKING AS NECESSARY" to "RELOCATE EXISTING 3" WATER LINE AWAY FROM GRAVEL AREA AS NECESSARY".
- 6. Dwg. Nos. C-20 & S-1/2 -Add Note "FOR ALL CONCRETE WALKWAYS, CURBS AND SLABS PROVIDE CONTROL JOINTS AT 5'±. PROVIDE EXPANSION JOINTS AT 50'±. SEE A/S-1 AND B/S-2".

Job No. F75C646E Hapuna Beach State Recreation Area Park Improvements and Repairs, Phase 3 Addendum No. 1

- 7. Dwg. No. A-1

  -Revise B/A-1 plan layout of accessible toilet stall by moving the water closet to the right side of the stall and moving the toilet door 4 inches away from the partition on the left side of the stall in the men's restroom. Revise B/A-1 plan layout of accessible toilet stall by moving the water closet to the left side of the stall and moving the toilet door 4 inches away from the partition on the right side of the stall in the women's restroom. Deleted the wall hydrants in the men's and women's restrooms. Added new work note 3A. See attached SKA-4.
- 8. Dwg. Nos. A-2/3/5/7

  -Revise New Work Notes Hapuna Beach, Mark 15 Description
  "TOILET DOOR, DOOR HDWE & TOILET PARTITION
  (MATCH TOILET DOOR, DOOR HDWE & TOILET
  PARTITION @ SOUTH COMFORT STATION)" to "TOILET
  DOOR, DOOR HDWE & TOILET PARTITION". Added New
  Work Notes Hapuna Beach, Mark "3A" and Description "TILE
  FLOOR TO MATCH EXIST. FINISH AND LAYOUT".
- 9. Dwg. No. A-3

  -Revise B/A-3 partition panels in the women's restroom and move the door 4 inches away from the cmu partition on the left side. Deleted the wall hydrants in the men's and women's restrooms. See attached SKA-5.
- 10. Dwg. No. A-5 -On B/A-5 deleted the wall hydrants in the men's and women's restrooms. See attached SKA-6.
- 11. Dwg. No. A-6 -Revise D/A-6 interior elevations to reflect the revisions on Drawing No. A-1. See attached SKA-7.
- 12. Dwg. No. A-6 -Revise D/A-6 interior elevations to reflect the revisions on Drawing No. A-1. See attached SKA-8.
- -Revise Detail A/S-1 Note 1 "UNLESS OTHERWISE NOTED, C.J. SHALL BE SPACED NO GREATER THAN 5'-0" O.C., MAX. IN EACH DIRECTION, EXCEPT FOR 6'-0" WIDE SIDEWALK WHERE IT MAY BE SPACED AT 6'-0" O.C." to "UNLESS OTHERWISE NOTED, C.J. SHALL BE SPACED NO GREATER THAN 5'-0" O.C., MAX. IN EACH DIRECTION."
- 14. Dwg. No. S-2

  -Revise Detail "B/S-2 Typical Expansion Joint at New to Existing Slabon-Grade at Exterior (Exposed to Direct Sunlight)". See attached SKA-9.
- 15. Dwg. No. S-6 -Revise Detail "A/S-6 Picnic Table Anchor Strap Detail". See attached SKA-10.
- 16. Dwg. No. P101 -Provided Parking Comfort Station floor plan layout showing exposed water piping and hose bibb fixtures in lieu of the wall hydrant type. See attached SKA-11.

- 17. Dwg. No. P102 -Revised North Comfort Station plumbing design to accommodate floor plan revisions. Also shown is exposed water piping and hose bibb fixtures in lieu of wall hydrant type. See attached SKA-12.
   18. Dwg. No. P105 -Provided South Comfort Station floor plan layout showing exposed
- 18. Dwg. No. P105 -Provided South Comfort Station floor plan layout showing exposed water piping and hose bibb fixtures in lieu of the wall hydrant type. See attached SKA-13.
- 19. Dwg. No. P502 Revise Detail "3/P502 Enlarged Detail" grab bar diameter to 1-1/2" per ADA guideline requirements. See attached SKA-14.
- 20. Dwg. No. P601 -Revise Detail "2/P601 Hapuna Beach North Comfort Station Sanitary Piping Diagram" to reflect changes to plumbing layout. See attached SKA-15.
- 21. Dwg. No. P601 -Revise Detail "5/P601 Hapuna Beach North Comfort Station Water Piping Diagram" to reflect changes to plumbing layout. See attached SKA-16.

#### **SPECIFICATIONS**

- 1. Notice to Bidders

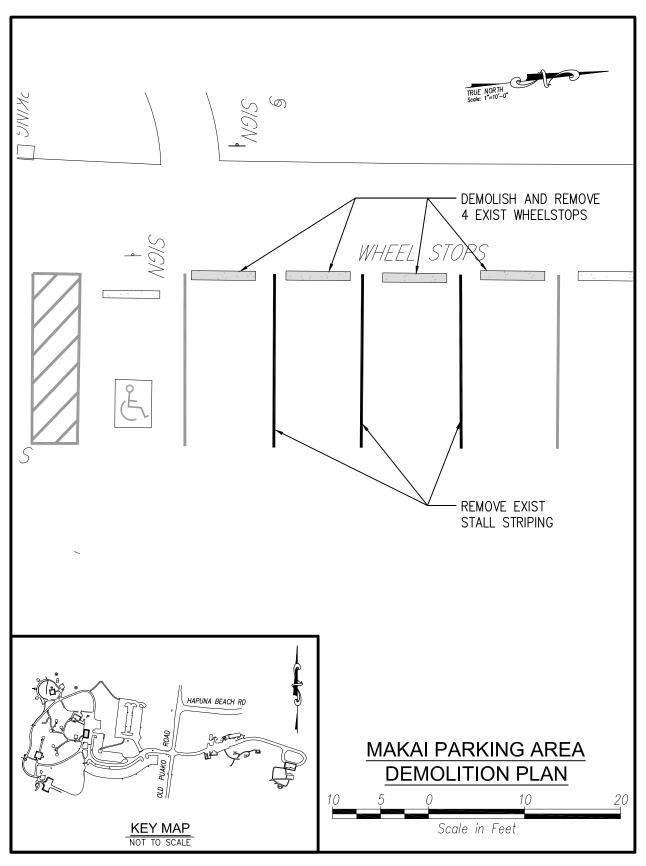
  -Revise Paragraph 5 "For the mauka park area, the project consists of repaving and restriping the existing driveway to the camp dining hall including the parking areas adjacent to the driveway and providing gravel parking for three stalls near the cabins." to "For the mauka park area, the project consists of repaving and restriping the existing driveway to the camp dining hall including the parking areas adjacent to the driveway and providing a gravel area near the cabins."
- 2. Proposal -Delete in its entirety and replace with the attached revised Proposal pages P-1 to P-17 Addendum No. 1. Some of the bid item quantities changed.

### **GENERAL INFORMATION**

1. A pre-bid meeting was held on May 20, 2016 at 9:00 a.m. but no contractors attended. The pre-bid meeting agenda is attached for information only.

Engineering Division

Carty S. Chang Chief Engineer



REFERENCE SHEET NO.: C-3 & C-4

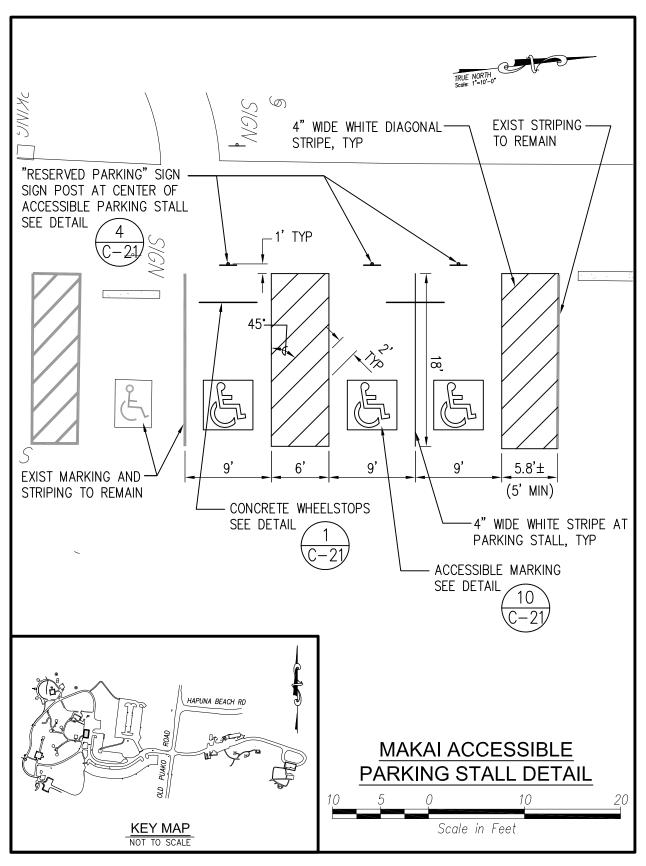
Date: 5/25/16

Sketch No. SKA-1

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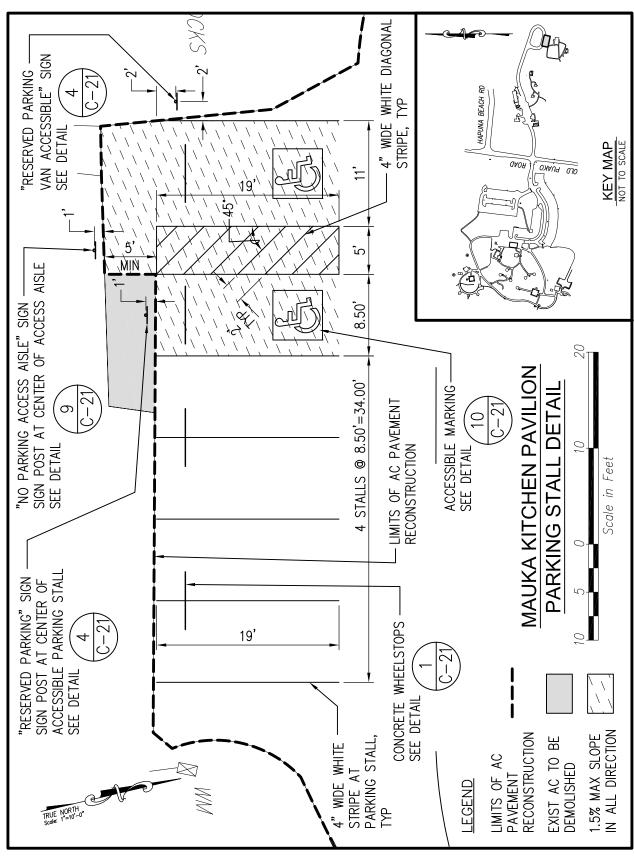
REFERENCE SHEET NO.: C-9 & C-10

Date: 5/25/16

Sketch No. SKA-2

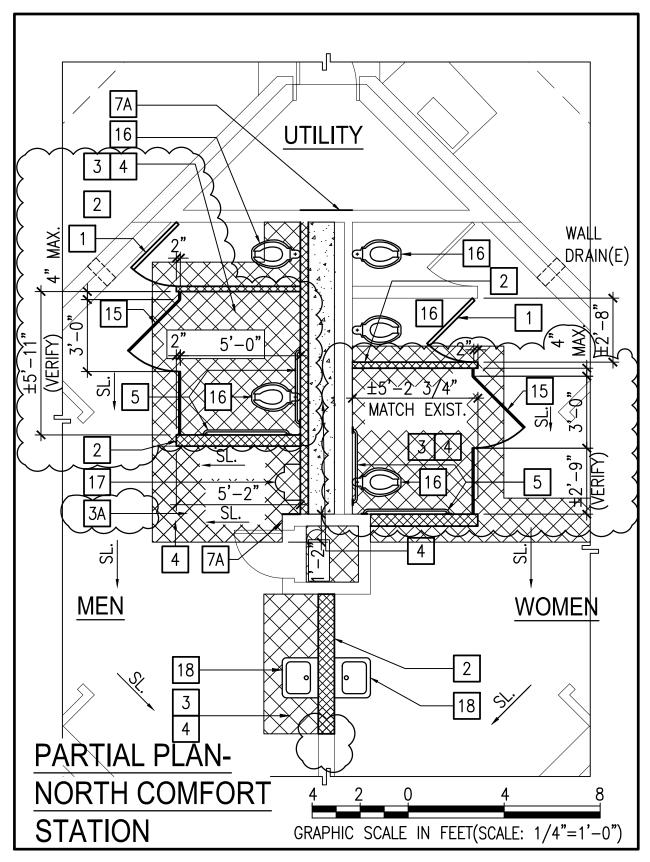
Job No.: F75C646E ADDENDUM NO. 1

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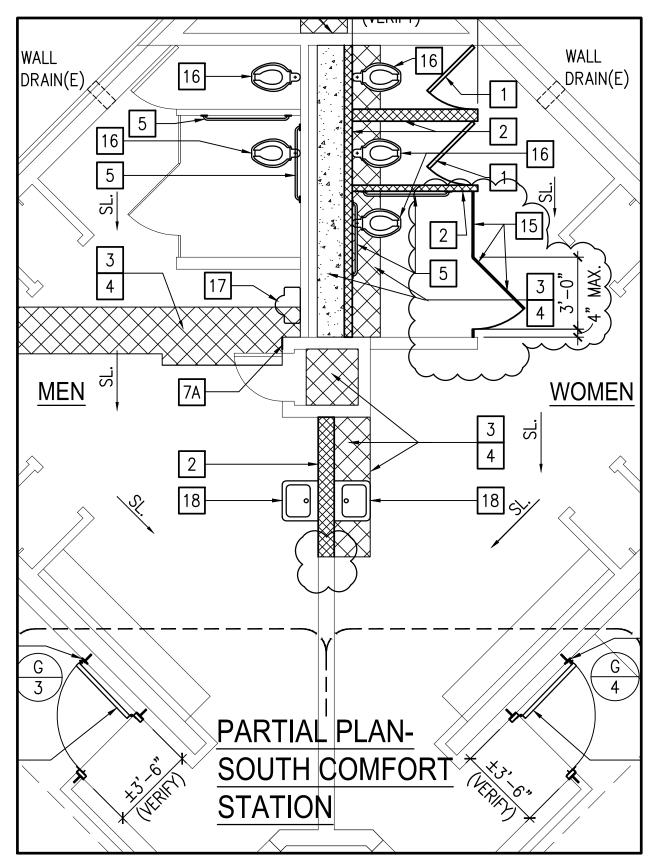
REFERENCE SHEET NO.: C-7 & C-13 Date: 5/25/16 Sketch No. SKA-3

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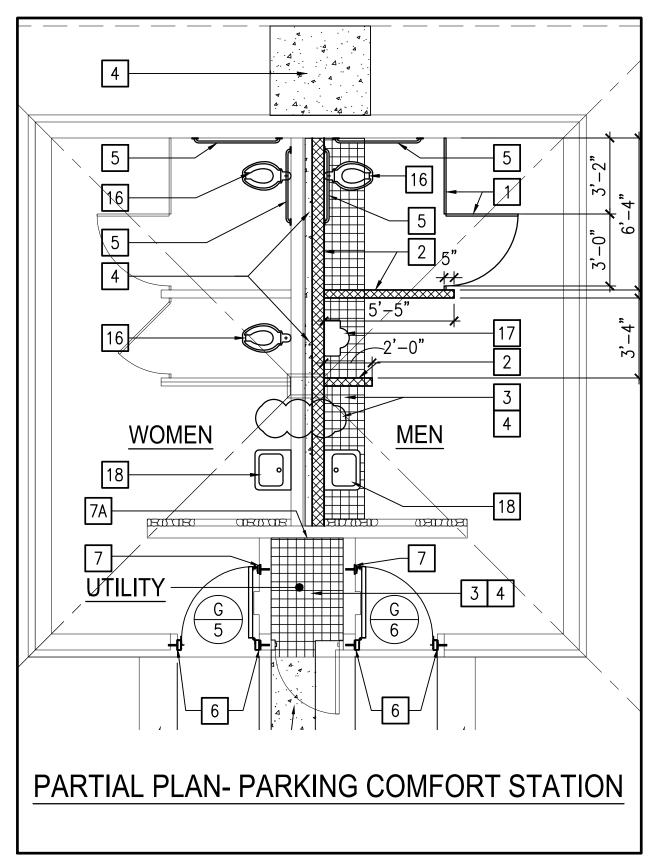
REFERENCE SHEET NO.: A-1 Date: 5/25/16 Sketch No. SKA-4

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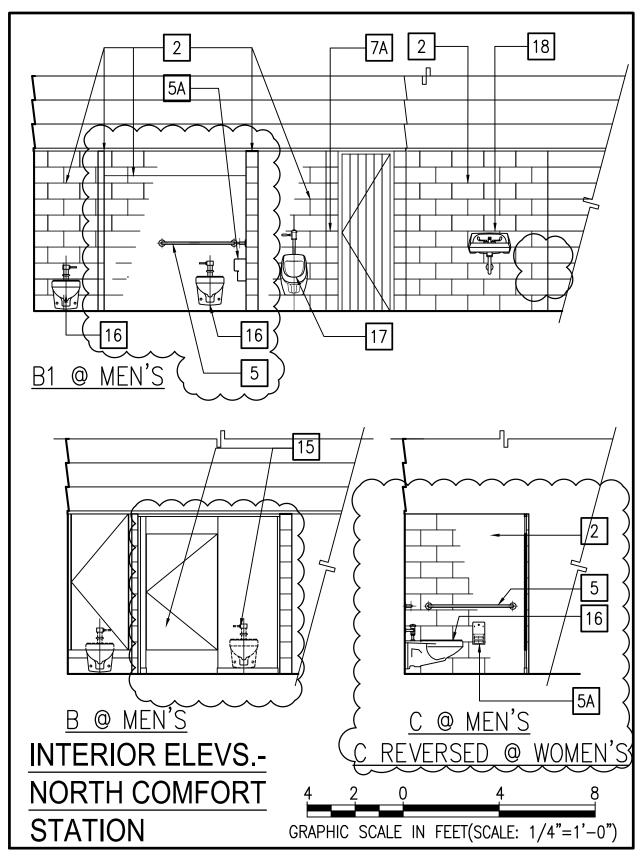
REFERENCE SHEET NO.: A-3 Date: 5/25/16 Sketch No. SKA-5

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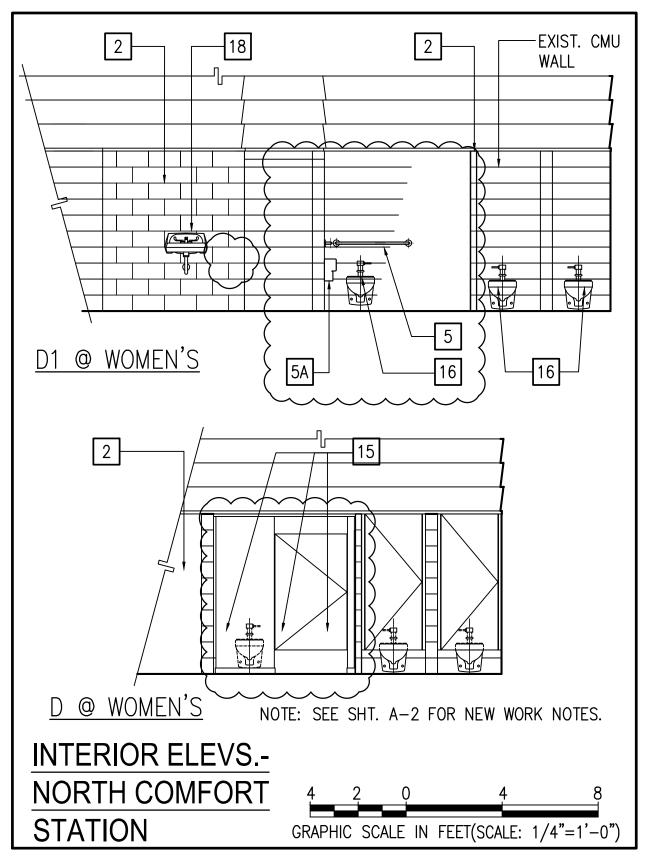
REFERENCE SHEET NO.: A-5 Date: 5/25/16 Sketch No. SKA-6

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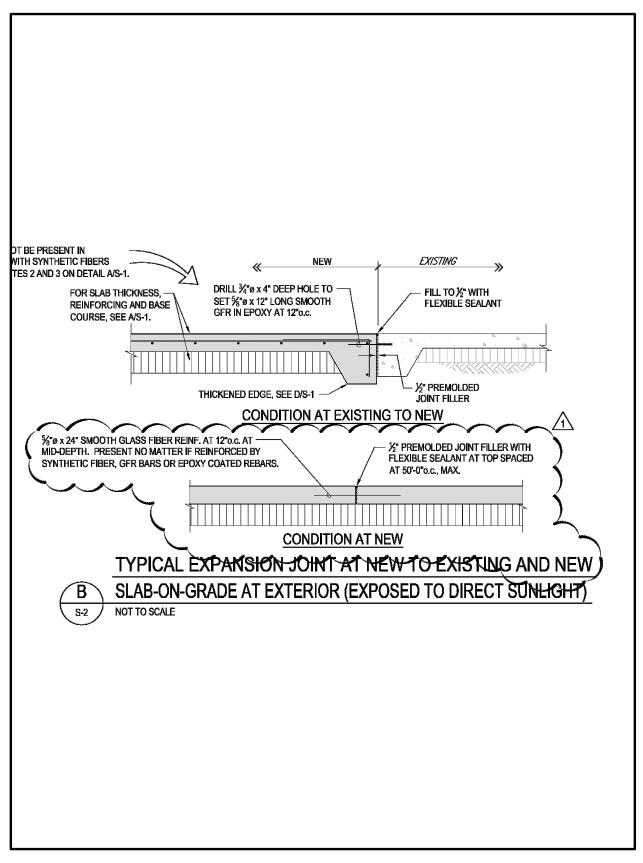
REFERENCE SHEET NO.: A-6 Date: 5/25/16 Sketch No. SKA-7

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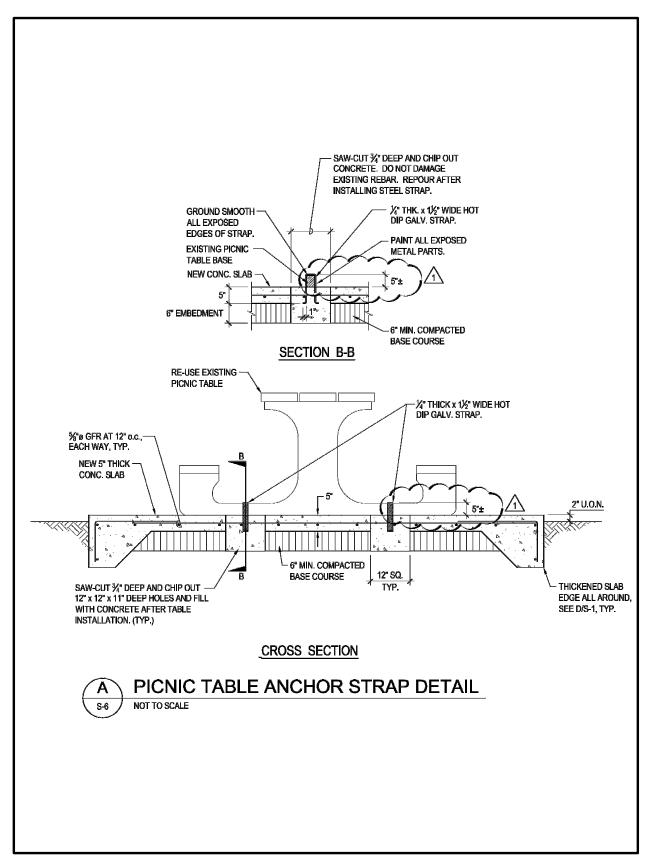
REFERENCE SHEET NO.: A-6 Date: 5/25/16 Sketch No. SKA-8

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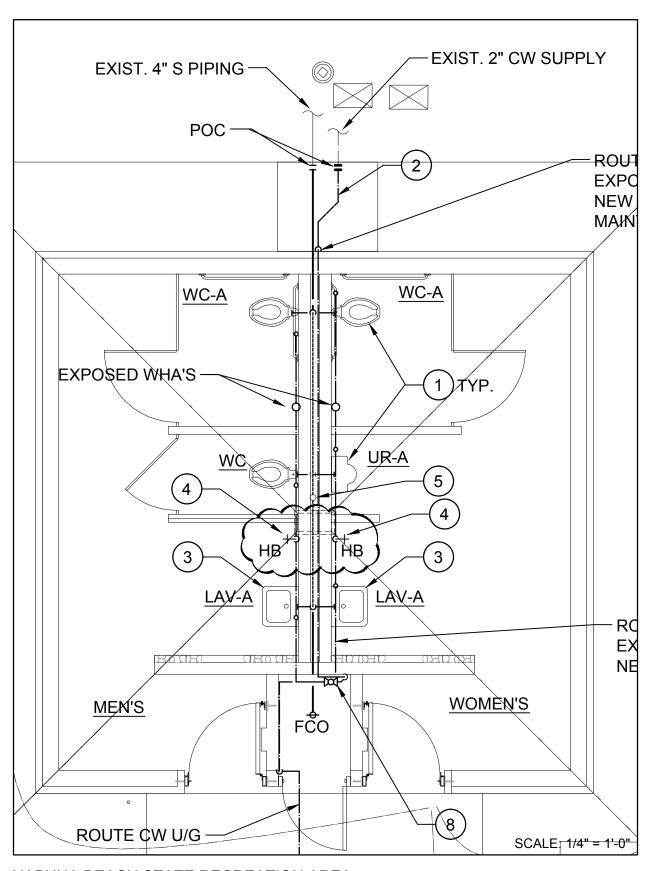
REFERENCE SHEET NO.: S-2 Date: 5/25/16 Sketch No. SKA-9

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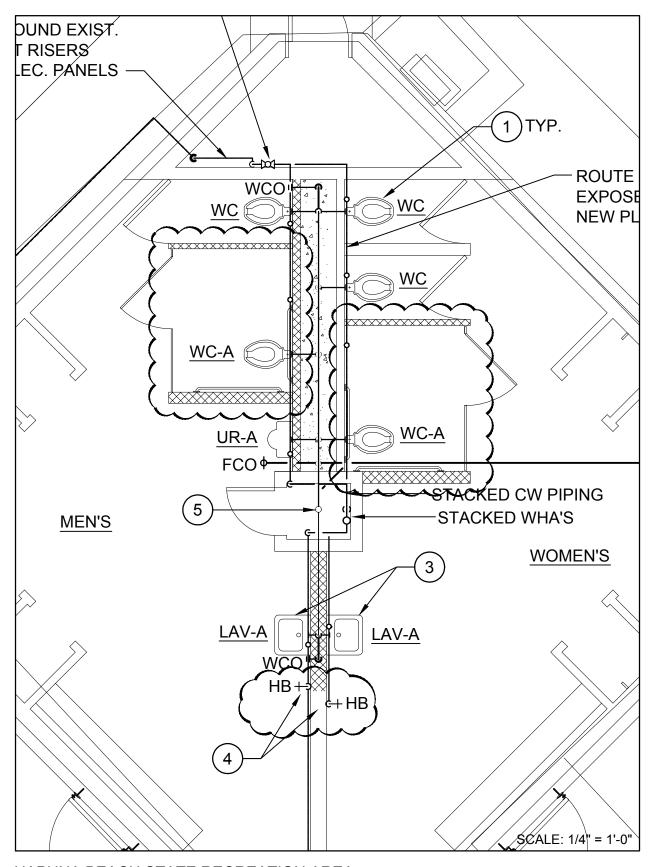
REFERENCE SHEET NO.: S-6 Date: 5/25/16 Sketch No. SKA-10

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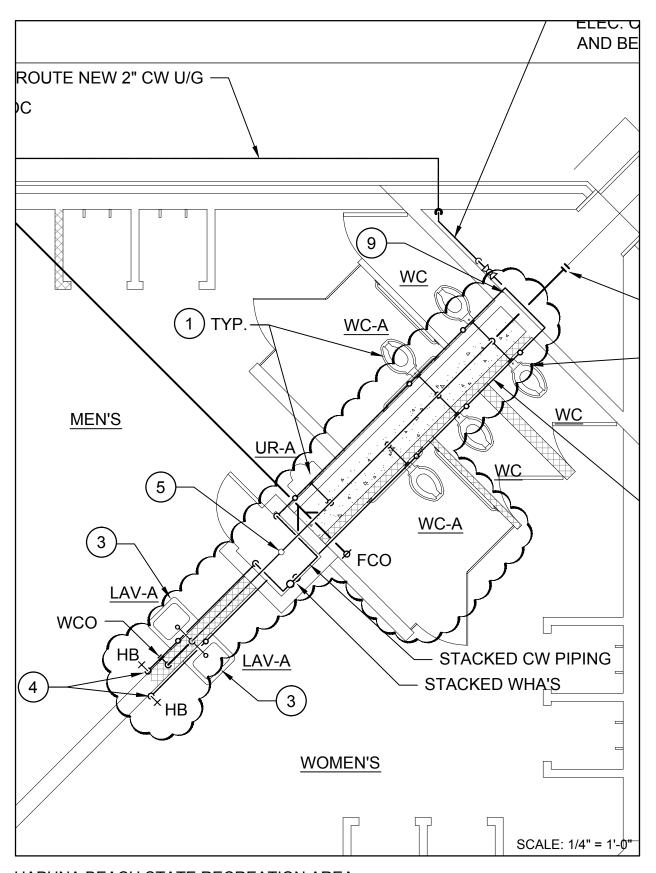
REFERENCE SHEET NO.: P101 Date: 5/25/16 Sketch No. SKA-11

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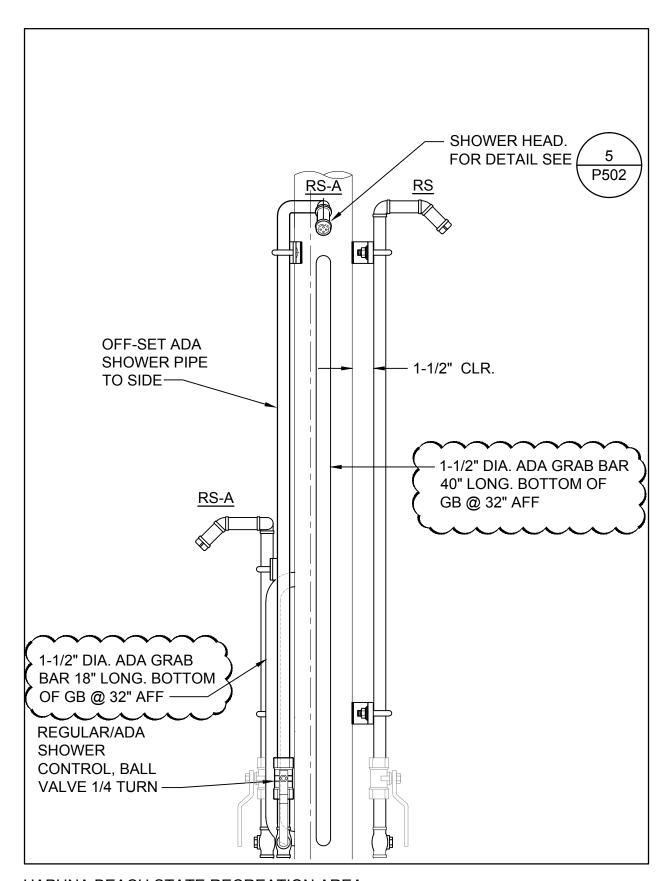
REFERENCE SHEET NO.: P102 Date: 5/25/16 Sketch No. SKA-12

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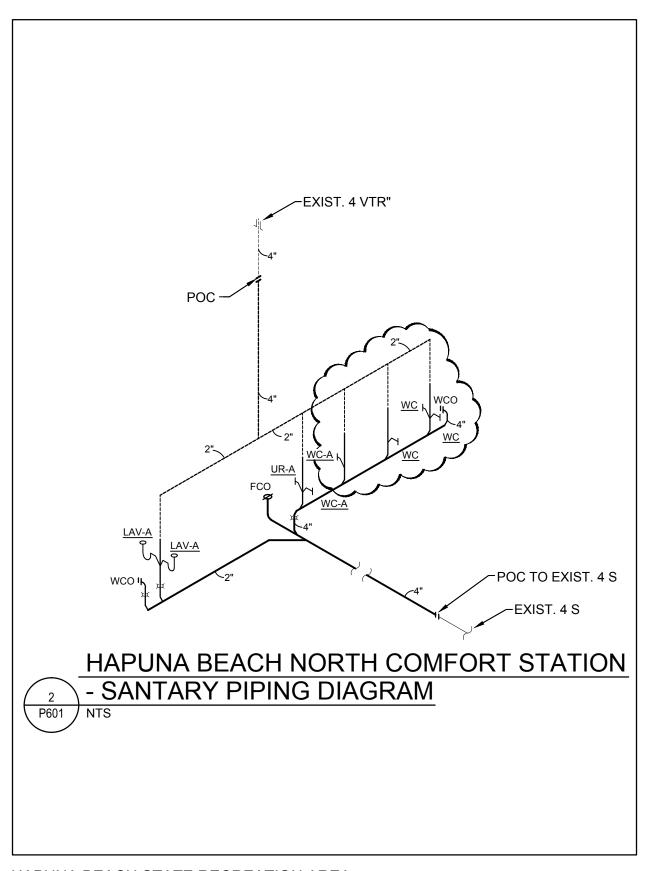
REFERENCE SHEET NO.: P105 Date: 5/25/16 Sketch No. SKA-13

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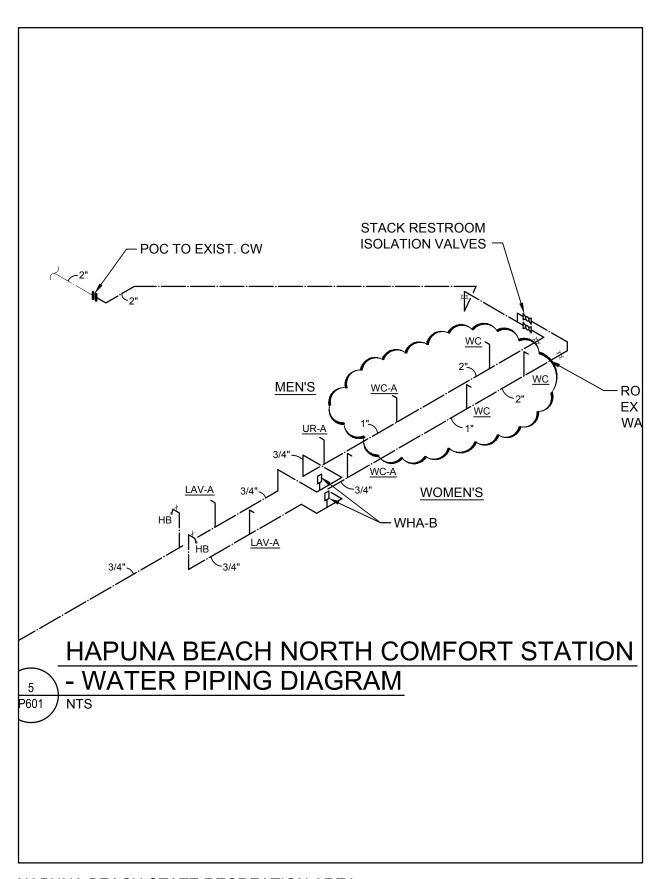
REFERENCE SHEET NO.: P502 Date: 5/25/16 Sketch No. SKA-14

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REFERENCE SHEET NO.: P601 Date: 5/25/16 Sketch No. SKA-15

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REFERENCE SHEET NO.: P601 Date: 5/25/16 Sketch No. SKA-16

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#### PROPOSAL

#### **FOR**

### DEPARTMENT OF LAND AND NATURAL RESOURCES ENGINEERING DIVISION State of Hawaii

JOB NO. F75C646E HAPUNA BEACH STATE RECREATION AREA PARK IMPROVEMENTS AND REPAIRS, PHASE 3 SOUTH KOHALA, ISLAND OF HAWAII, HAWAII

		, 20
eer		
Division		

Chief Engineer
Engineering Division
Department of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to repave and restripe an existing parking lot and driveway, provide gravel area, reconstruct existing walkways, provide new walkway connections, relocate a picnic table and slab, renovate existing comfort stations and pavilions, replace BBQs and drinking fountains, replace/provide new rinsing showers, construct foot shower stations and other related miscellaneous work as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders, Information and Instructions to Bidders, Proposal, Detailed Specifications, Interim General Conditions, Plans, and any and all addenda for:

# JOB NO. F75C646E HAPUNA BEACH STATE RECREATION AREA PARK IMPROVEMENTS AND REPAIRS, PHASE 3 SOUTH KOHALA, ISLAND OF HAWAII, HAWAII

on file in the office of the Engineering Division	n for the TOTAL BASE BID (Items 1	to 65) of:
	Dollars (\$	)
and will fully complete all work under this contravitten notice to proceed, including date of sai pages.	-	

## **PROPOSAL**

			PROPOSAL		
Item No.	Quantity	Unit	Description	Unit Price	Total
			WAIALEA:		
1.		LS	Site Demolition Work, to include demolition, hauling & disposal of a walkway, rinsing shower and slab, piping, picnic table slab, header, posts, and any additional items and all incidentals.	LS	\$
2.		LS	Installation, maintenance, and removal of Best Management Practices, including all sediment, erosion, noise and dust control measures, applicable permitting requirements, and all incidentals, in place complete.	LS	\$_
3.	150	SF	Concrete walkway, 5" thick, including excavation and embankment, base course, compaction, and all incidentals, in place complete. (not incl stairs)	\$	\$
4.	80	SF	Concrete stairs at walkways, including excavation and embankment, base course, compaction, handrails, and all incidentals, in place complete.	\$	\$
5.		LS	Picnic table relocation, including excavation and embankment, concrete slab, base course, compaction, root barrier, and all incidentals, in place complete.	LS	\$
6.	1	EA	Rinsing shower slab, including excavation and embankment, base course, compaction, and all incidentals, in place complete.	\$	\$
7.	1	EA	Bike Rack	\$	\$
8.	1	EA	Rinsing Shower Station to include installation of plumbing fixtures, supports, valves, and water piping above and below slab.	\$	\$
9.		LS	Waialea Comfort Station Improvements	LS	\$
10.	2	EA	Provide accessible portable toilet that meets current ADA standards for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$

Item No.	Quantity	Unit	Description	Unit Price	Total
11.	3	EA	Provide standard portable toilet for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$
			HAPUNA MAUKA:		
12.		LS	Installation, maintenance, and removal of Best Management Practices, including all sediment, erosion, noise and dust control measures, applicable permitting requirements, and all incidentals, in place complete.	LS	\$
13.		LS	Demolition, removal, and disposal of asphalt concrete pavement, including all incidentals.	LS	\$
14.	4,020	SY	Asphalt concrete pavement, 2" thick, including surface preparation, soil treatment for vegetation control, transition and repair sections, base course for transition sections, recompaction of base course, and all incidentals, in place complete.	\$	\$
15.	74	CY	Base course for repair and new asphalt concrete pavement areas, 6" thick, including excavation and embankment, removal and disposal of old base course, and all incidentals, in place complete.	\$	\$
16.	17	CY	Gravel area, 8" thick base course, including excavation, compaction, and all incidentals, in place complete.	\$	\$
17.	3	EA	Sign Post, including signs and all incidentals, in place complete.	\$	\$
18.	4	EA	Concrete wheel stop, including all incidentals, in place complete.	\$	\$
19.		LS	Pavement Striping, Markings, and Symbols, including temporary striping, and all incidentals, in place complete.	LS	\$
20.		LS	Miscellaneous roadway and utility adjustments, including relocation of water meters and meter boxes, concrete collar for exist cleanout, and all incidentals, in place complete.	LS	\$

Item No.	Quantity	Unit	Description	Unit Price	Total
			HAPUNA MAKAI:		
21.		LS	Site Demolition Work, to include demolition, hauling & disposal of walkways, asphalt concrete pavement for the Makai parking lot, rinsing showers and slab, drinking fountains and slab, piping, walls, barbecue grills, portion of drain inlet, wheelstops, striping, and any additional items and all incidentals.	LS	\$
22.		LS	Installation, maintenance, and removal of Best Management Practices, including all sediment, erosion, noise and dust control measures, applicable permitting requirements, and all incidentals, in place complete.	LS	\$
23.		LS	Clearing and grubbing, and all incidentals.	LS	\$
24.		LS	Restoration of landscaped areas disturbed by construction activities, including maintenance and all incidentals, in place complete.	LS	\$
25.	4,000	SY	Asphalt concrete pavement, 2" thick, including surface preparation, soil treatment for vegetation control, transition and repair sections, base course for transition sections, recompaction of base course, and all incidentals, in place complete.	\$_	\$
26.	197	CY	Base course for repair and new asphalt concrete pavement areas, 6" thick, including excavation and embankment, removal and disposal of old base course, and all incidentals, in place complete.	\$	\$
27.	1,200	SY	Slurry Seal, 0.25" thick, including surface preparation, soil treatment for vegetation control, and all incidentals, in place complete.	\$_	\$
28.	8,420	SF	Concrete walkway, 5" thick, including excavation and embankment, base course, compaction, and all incidentals, in place complete. (not incl stairs)	\$	\$
29.	11,000	SF	Concrete walkway, 6" thick, including excavation and embankment, base course, compaction, and all incidentals, in place complete. (not incl stairs)	\$	\$

Item No.	Quantity	Unit	Description	Unit Price	Total
30.	655	SF	Concrete stairs at walkways, including excavation and embankment, base course, compaction, handrails, and all incidentals, in place complete.	\$	\$
31.		LS	4" PVC Schedule 40 sleeve for exist condensation line, including excavation, backfill, compaction, adjustments to exist condensation line, and all incidentals, in place complete.	LS	\$
32.	2	EA	Rinsing shower slab, including excavation and embankment, base course, compaction, and all incidentals, in place complete.	\$	\$
33.		LS	Reconstruct drinking fountain slab at South Pavilion, including excavation and embankment, base course, compaction, and all incidentals, in place complete.	LS	\$
34.		LS	Drinking fountain concrete slab repair near Parking Comfort Station, inclusive of excavation and embankment, base course, compaction, and all incidentals, in place complete.	LS	\$
35.		LS	Trench drain to divert flow across main walkway at rinsing shower at center of park, including excavation and embankment, base course, compaction, concrete and all incidentals, in place complete.	LS	\$
36.	2	EA	Foot shower slab, including excavation and embankment, base course, compaction, and all incidentals, in place complete.	\$	\$
37.		LS	Foot shower concrete slab repair at South Comfort Station, inclusive of excavation and embankment, base course, compaction, and all incidentals, in place complete.	LS	\$
38.		LS	Additional steps at washout condition, including excavation, compaction, and all incidentals, in place complete.	LS	\$
39.	2	EA	Repair of spalled nosing of existing stairs, including all incidentals, in place complete.	\$	\$
40.	1	EA	Reconstruct drain inlet grating and frame, including all incidentals, in place complete.	\$	\$
41.	42	EA	Concrete wheel stop, including all incidentals, in place complete.	\$	\$
42.	3	EA	Sign Post, including signs and all incidentals, in place complete.	\$	\$

Item No.	Quantity	Unit	Description	Unit Price	Total
43.	1	EA	Removable pipe barrier, including all incidentals, in place complete.	\$	\$
44.		LS	Pavement Striping, Markings, and Symbols, including temporary striping, and all incidentals, in place complete.	LS	\$
45.		LS	Miscellaneous roadway and utility adjustments, including relocation of water meters and meter boxes, and all incidentals, in place complete.	LS	\$
46.	1	EA	Bike Rack including Concrete Pad	\$	\$
47.	2	EA	Barbecue Grill and Concrete Pad	\$	\$
48.	2	EA	Installation of drinking fountain, outdoor; to include installation of plumbing fixtures, supports, valves, drainage and water piping above and below slab.	\$	\$
49.	2	EA	Rinsing Shower Station to include installation of plumbing fixtures, supports, valves, and water piping above and below slab.	\$	\$
50.	3	EA	Foot Shower Station to include installation of plumbing fixtures, supports, valves, and water piping above and below slab.	\$_	\$_
51.		LS	Electrical Site Demolition	LS	\$
52.		LS	Hapuna Beach South Comfort Station Improvements	LS	\$
53.	2	EA	Provide accessible portable toilet that meets current ADA standards for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$
54.	3	EA	Provide standard portable toilet for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$

Item No.	Quantity	Unit	Description	Unit Price	Total
55.	Quantity	LS	Hapuna Beach North Comfort Station		
56.	2	EA	Improvements Provide accessible portable toilet that meets current ADA standards for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$ \$
57.	3	EA	Provide standard portable toilet for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$
58.		LS	Hapuna Beach Parking Comfort Station Improvements	LS	\$
59.	2	EA	Provide accessible portable toilet that meets current ADA standards for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$
60.	3	EA	Provide standard portable toilet for the duration of the restroom closure for renovations, including servicing and maintenance four times a week in accordance with the Public Health Regulations of the Department of Health.	\$	\$
61.		LS	Hapuna Beach North Pavilion Improvements	LS	\$
62.		LS	Hapuna Beach South Pavilion Improvements	LS	\$
63.		LS	Project Sign	LS	\$
64.	Allowance		Field Office		\$20,000
Subtotal Base Bid (Items 1-64) \$					
65.		LS	Mobilization and Demobilization (not to exceed 10% of the Subtotal Base Bid)	LS	\$
			Total Base	<b>Bid</b> ( <b>Items 1-65</b> )	\$

#### HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS

In accordance with Act 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Bidders offering a Hawaii product ("HP") shall identify the HP in the table below.

Persons desiring to qualify their product(s) not currently on the Hawaii Product List, shall complete Form SPO-38, *Certification for Hawaii Product Preference*, and submit the completed form no later than the deadline specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference. One form shall be completed and submitted for each product. Form SPO-38 is available at <a href="http://hawaii.gov/spo/goods-services-construction/preferences-103d-pt-x/hi-products/hawaii-product-preferences-103d-pt-x/hi-products/hawaii-product-preferences-103d-pt-x/hi-products/hawaii-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-preferences-103d-pt-x/hi-product-pt-x/hi-product-pt-x/hi-product-pt-x/hi-pt-x

For the purpose of selecting the low bid when a solicitation contains both HP and non-HP, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP item(s) offered. The lowest total offer, taking the preference into consideration, shall be awarded the contract, unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

In the event of any change that materially alters the bidder's ability to supply the Hawaii product(s), the bidder shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purpose of revising the contract or terminating the contract for convenience.

Item	Pre-Approved Hawaii Product	Class	Quantity	Unit	Unit	Total
No.	Description & Manufacturer	(I or II)	Quantity	Measure	Price	Price
1.	[Product Description, Manufacturer Name]	(I)				
2.						
3.						
4.						

#### APPRENTICESHIP AGREEMENT PREFERENCE

- 1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
  - a. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
  - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain preference.
  - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
- 2. A bidder seeking the preference must state the apprenticeable trade the bidder will employ for each trade to be employed to perform the work by submitting a completed <u>signed original</u> *Certification Form 1* verifying participation in an apprenticeship program registered with DLIR. "Apprenticeable trade" shall have the same meaning as "apprenticeable occupation" pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
  - a. The *Certification Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.
  - b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
  - c. The completed <u>signed original</u> *Certification Form 1* for each trade must be submitted with the bid. Previous certifications shall not apply.
  - d. When filling out the *Certification Form 1*, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the DLIR website. "Registered apprenticeship program" means a construction trade program approved by the DLIR pursuant to HAR §12-301 and §12-30-4.
  - e. The *Certificate Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <a href="http://hawaii.gov/labor/wdd">http://hawaii.gov/labor/wdd</a>.
- 3. Upon receiving the *Certification Form 1*, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.

- 4. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's bid amount by five percent (5%) for evaluation purposes.
- 5. Should the bidder qualify for other preferences (e.g. Hawaii Products), all applicable preferences shall be applied to the bid price.

#### CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

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.

#### CONDITION OF AWARD

It is understood that the award of the contract will be made on the basis of the lowest responsible Total Base Bid (Items 1 to 65) selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 65 on page P-1.

It is understood and agreed that the Board of Land and Natural Resources reserves the right to reject any and/or all bids and waive any defects when, in the Board's opinion, such rejection or waiver will be for the best interest of the State of Hawaii.

In the event all bids exceed available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized in situations where time or economic considerations preclude resolicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. It is understood and agreed upon that the head of the purchasing agency may delete a portion or all of any item(s) in the proposal at the stated unit or lump sum price as necessary to stay within the available funding. The bidder is responsible to make an earnest effort to represent the actual cost of each item, including all materials, labor, equipment, overhead and profit in their bid proposal to preclude claims of anticipated profit or loss of profit because of an unbalanced bid proposal.

It is also understood that if a mutually agreeable cost for the reduced scope of work necessitated by a lack of available funds cannot be agreed upon between the bidder and the head of the purchasing agency within 14 calendar days after the bid opening, then the bid may be rejected in the best interest of the purchasing agency, and the head of the purchasing agency may negotiate in progressive order (lowest to highest) with the next lowest responsible and responsive bidder.

It is also understood and agreed that the award of the contract shall be conditioned upon funds being made available for this project and further upon the right of the Board of Land and Natural Resources to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

It is also understood that Notice to Proceed may be delayed up to one (1) year after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

It is also understood and agreed that the quantities given herewith are approximate only and are subject to increase or decrease, and that the undersigned will perform all quantities of work as either increased or decreased, in accordance with the provisions of the Contract Specifications.

It is also understood and agreed that the estimated quantities shown for the items for which a UNIT PRICE is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this contract, and the undersigned agrees that he is satisfied with and will at no time, dispute said estimated quantities as a means of claims for anticipated profit or loss of profit, because of a difference between the quantities of the various classes of work done or the materials and equipment installed, and the said estimated quantities. On UNIT PRICE bids, payment will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared. In the comparison of bids, words written in the proposal shall govern over figures and unit prices will govern over totals. Until the

P-11 Addendum No. 1

award of the contract, however, the right will be reserved to reject any and all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

It is also understood and agreed that liquidated damages in the amount of <u>Five Hundred and No/100</u> <u>Dollars (\$500.00)</u> for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.

It is also understood and agreed that if this bid is accepted, the successful bidder must enter into and execute a contract with the Board of Land and Natural Resources and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

It is also understood and agreed that the successful bidder will provide all necessary labor, materials, tools, equipment, and other incidentals necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

It is understood that by submitting this proposal, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.

It is understood that by submitting this proposal in accordance with HAR 3-122-192, the undersigned is declaring that the price submitted is independently arrived without collusion.

It is also understood that by submitting this proposal, a <u>Certification for Safety and Health Programs for bids in excess of \$100,000</u> (in accordance with HRS 396-18), the undersigned certifies that his organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

It is further understood and agreed that the successful bidder shall comply with paragraph 3.1.a "SUBCONTRACTING" of the General Provisions which requires that the contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work embraced in the Contract, except that certain contract items of work, if specifically referred to in the special provisions, will be exempted from said twenty percent requirement.

Compliance with §103-310 HRS. As a condition of award all bidders shall comply with all laws governing entities doing business in the State, including Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security – unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 HRS (temporary disability insurance); and Chapter 393 HRS (pre-paid health care), and shall produce all documents to the State (DLNR, Engineering Division) required to demonstrate compliance with these subsections. Any bidder making a false affirmation or certification under this subsection shall be suspended and may be debarred from further offerings or awards pursuant to §103D-702 HRS.

# **RECEIPT OF ADDENDA**

The bidder also acknowledges receipt of any and all addenda issued by the Engineering Division, by recording the date of receipt of the respective addenda in the space provided below:

Addendum	Date Received	<u>Addendum</u>	Date Received
No. 1		No. 5	
No. 2		No. 6	
No. 3		No. 7	
No. 4		No. 8	

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

It is also understood and agreed that if this Proposal is accepted and the undersigned should fail or neglect to contract as aforesaid, the Board may determine that the bidder has abandoned the Contract, and thereupon, forfeiture of the security accompanying his proposal shall operate and the same shall become the property of the Board.

# JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder agrees that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the required work indicated pursuant to Section 103D-302, HRS. It is the sole responsibility of the contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project. The Bidder certifies that the completed listing of joint contractors or subcontractors fulfills the requirements for the project and the Bidder, together with the listed subcontractors or joint contractors have all the specialty contractor's licenses to complete the work, except as provided for in HRS §103D-302(b). Failure of the Bidder to comply with this requirement may be just cause for rejection of the bid.

"A" General Engineering Contractors and "B" General Building Contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project (See, HRS §444-7 for the definitions of an "A" and "B" project.), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32). The remaining work must be performed by appropriately licensed entities.

General Engineering "A" Contractors automatically have these "C" specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b and C-61.

General Building "B" Contractors automatically have these "C" specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a and C-42b.

In completing the Joint Contractors or Subcontractors List, describe the specialty contractor's nature and scope of work to be performed for this project and provide the complete firm name of the joint contractor or subcontractor in the respective columns. If the Bidder is a general contractor providing the work of a required specialty contractor, whose license is not automatically held pursuant to HAR 16-77-32, fill in the Bidder's (general contractor's) name and nature and scope of work to be performed on this project.

List only one joint contractor or subcontractor per required specialty contractor's classification, unless within the same specialty, the work of each joint contractor or subcontractor can be described so that there is <u>no</u> overlap in work descriptions.

If a contractor's license is required by law for the performance of the work which is called for in this bid, the bidder and all subcontractors must have the required license before the submission of the bidder's proposal in the case of a non-federal aid project, and for federal-aid projects, the bidder must have the required license prior to the award of the project and all subcontractors prior to the start of the subcontracted work.

COMPLETE FIRM NAME OF JOINT	NATURE AND SCOPE OF WORK TO BE
CONTRACTOR OR SUBCONTRACTOR	PERFORMED

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Hnc	Insed	herewith	10	2

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		Dollars (\$)
as required by law.		
		Respectfully submitted,
		respectively successes,
		Name of Company, Joint Venture
		or Partnership
		Contractor's License No.
		By
		Signature (*4)
		Title
		Print Name
		Date
		Address
		Telephone No.
		E-Mail Address

#### NOTES:

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

**End of Proposal** 

#### Agenda

#### Pre -Bid Conference

# Job No. F75C646E Hapuna Beach State Recreation Area Park Improvements and Repairs, Phase 3 South Kohala, Island Of Hawaii, Hawaii

9:00 a.m.

Location: Honolulu Video Conferencing Center, located at 1151 Punchbowl Street,

Basement Level, and the Hilo Video Conferencing Center located at 75

Aupuni Street Basement Level

- 1. Introductions
- 2. Brief Description of Project and Scope

For the makai park area, the project consists of repaving and restriping the existing upper parking lot, reconstructing existing walkways, upgrading plumbing, fixtures and metal brackets and providing security gates at existing comfort stations, repairing the pavilions, replacing BBQs and drinking fountains, providing new rinsing showers, constructing foot shower stations and other related miscellaneous work.

For the mauka park area, the project consists of repaving and restriping the existing driveway to the camp dining hall including the parking areas adjacent to the driveway and providing gravel parking for three stalls near the cabins.

At the Waialea Bay Beach section, improvements include demolishing and reconstructing/relocating the concrete slab at the existing picnic table area, renovating the existing comfort station, reconstructing a rinsing shower and slab, and constructing a walkway connection with steps.

- 3. Bid Opening is on June 6, 2015 at 2:00 p.m. Bids shall be uploaded to the HIePRO website.
- 4. Last day to turn in RFIs is May 27, 2016.
- 5. Questions. Note: All answers and comments are unofficial, the official answers will be distributed in an Addendum.