

Invitation for Bid

FY26 WAHIKULI PHASE 1 FUEL MITIGATION GRAZING FENCE INSTALLATION

MAUI

OVERVIEW

The Division of Forestry and Wildlife (DOFAW) is seeking bids for constructing ungulate-proof fences, as well as associated tasks such as clearing the fence corridor and fabricating step-through gates and a vehicle drive through gate. The successful bidder will enter into a contract with the State of Hawaii from which fence projects will be executed with a State of Hawaii Purchase Order (PO).

The bidder will also provide a performance bond and a payment bond for each project to ensure completion of all projects to the specifications herein and payment of any materials, or labor debts.

Bidders are strongly advised to inspect the general fencing area prior to submitting a proposal. Forest habitat can be examined by doing a “fly-over” of the fence installation site at the bidder’s expense with prior approval from the Contract Administrator. Potential Bidders may also access portions of the fence (see Access section below) with prior approval from the Contract Administrator. See Figure 1a for details. Geographic Information System (GIS) shapefiles as well as Google Earth files of the fence route are also available for review by contacting the Contract Administrator. Topographic and logistic conditions present difficulties that are not typical for fence installation projects. Failure to visit the work area/installation site will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms and conditions herein to the satisfaction of the Contracting Officer’s Representative.

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 | April 25, 2026 |
| Pre-Bid Meeting | April 29, 2026 |
| Deadline to submit written inquiries | May 7, 2026 |
| DOFAW’s Response to Written Questions | May 19, 2026 |
| Deadline to Submit Bid* | May 25, 2026 |

*Offers must be submitted through the State of Hawaii eProcurement (HlePRO) system.

PRE-BID MEETING

Date: April 29, 2026

Time: 0900

Location: Turn off at Route 3000 (Lahaina Bypass) See Figure 1a

SCOPE OF WORK

The objective is to create a grazing unit that livestock can effectively utilize to maintain fuel loads at a manageable level, serving as well-coordinated fuel breaks. Establishing fuelbreaks around smaller fenced units designated for native dryland restoration efforts will help protect restoration areas from encroaching wildfires, reduce the risk of fire spread, and create a buffer that safeguards sensitive native plantings. See attached map (Figure 1). This project will enhance land management and promote ecological health in the area.

The project area is owned and managed by the DLNR. The fenceline routes run within the state-owned lands.

Approximately 8,500 LF of ungulate proof (48" high) fence with extended top strand barbless twisted wire may be constructed in TMK (2) 4-5:021:004. The State will contract on a per linear foot basis.

Minor changes in the fence alignment may be made due to terrain or avoidance of sensitive features, such as the identification of endangered plants and/or endangered seabird burrows. The State reserves the right to purchase larger or smaller quantities at the per linear foot price quoted on the OFFER FORM page.

Access:

Access to the fencing site is by four-wheel drive vehicle via an unimproved dirt surface road off of Route 3000 (turn-off of 'Lahaina Bypass'/Route 3000). Access from Route 3000 through State of Hawaii property will require approval and scheduling by the Contractor Administrator.

The project corridor navigates through the state land parcel. To avoid scheduling and operational conflicts, all access through the property must be coordinated with DOFAW Contractor prior to accessing parcel and project area.

The Contractor shall be responsible for transporting all required fence materials, work crew and equipment to the installation sites. DOFAW will not provide any helicopter transport for the contractor's crew and material. The Contractor shall coordinate its work schedules,

OFFER FORM

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timing and other relevant communications directly with the Helicopter Contractor; however, the State's project coordinator shall be notified at least 2 days in advance of proposed work and flight schedules and included in pertinent communications affecting the project. The Contractor must complete full walk through with State representative prior to commencing. The contractor is required to obtain a Special Use Permit for all necessary camping and helicopter landing sites prior to commencing work. Camping and landing permits are applied through the DOFAW Maui office. All permits must include a schedule of work and list the contractor staff working on the project at the time.

Terrain:

The project area contains undulating slopes and former pasture lands in the lowland areas.

Weather:

Weather conditions at the fence site are at times extreme and may change rapidly. Therefore, the work activity is weather contingent, and the Contractor must have a flexible schedule and be able to respond when weather conditions allow access.

Materials:

DOFAW will supply the following materials of the following specifications to complete fence installation, including:

- Fence wire - Woven wire, 1348-6-12.5: 330-ft roll x 48" high tensile steel woven Benzinal or Galfan coated longlife or "X" know hog wire fabric or equivalent, greater than Class III coating.
- Single strand wire - Galvanized steel smooth wire Benzinal coating or equivalent Class III coating or better, standard grade.
- T- Posts w/ anchors - Galvanized steel posts: T-133 posts 7' in length. Certified – ASTM RR-F-221/3A; Certified Galvanizing per ASTM 123, with anchor plate.
- Pipe – Galvanized steel 2 7/8" OD for in-line brace (7') and posts; 2 3/8" OD for cross bracing of H-braces.
- Anchor Posts (Deadman) - Galvanized steel posts: T-133 posts 24" in length. Certified ASTM RR-F-221/3A; Certified Galvanizing per ASTM 123, with anchor plate, 1/4" hole 6 inches from the top.
- Fence Panels - Hot dipped, galvanized 50"x16' combination panels, 5 gauge. (used for tie-ins and edges for stream crossings or cliff edges).

- Fasteners - Beznal coated clips, Galfan clips or equivalent, greater than class III coating.
- Nicopress and caps (or equivalent)
- Arrow brackets (2 7/8" OD to 2 3/8" OD)
- Hog rings of 9-gauge, Beznal or Galfan hogrings or equivalent, greater than Class III coating.
- Plastic curtain (used for stream crossings) – roll length manufactured to specific order

The following materials will NOT be provided by the State – the contractor will be responsible for procuring all materials for the gates, as well as the fabrication and installation of all gates.

- Gates/(4 total step through gates and 2 vehicular gates) – Step through gates will be attached in-line and will be framed with 1 5/8" galv. pipe. H-braces will be constructed to serve as load bearing gate post for the gate. Gate frames to be welded. [hardware - gate hinges, springs, 3/4" nuts, bolts, washers] All pipe is schedule 40. Gates will be composed of heavy-duty spring-loaded hinges with weatherable self locking lock and key. Contractor is responsible for purchasing gate material and fabricating gates. Locations to be determined.
 - Stream crossings - The Fence will have approximately 3 stream/ravine crossings. At these locations, the crossings will consist of a durable ungulate proof curtain to be installed across the stream bed. The curtain section will sit as an apron on the stream bed and will fill the gap between the fence above between the two opposing sides. DOFAW suggests stream curtains but is open to possible solutions that the contractor submits with bid or on a case-by-case basis.

All fence material purchased by the State will remain the property of the State. Following completion of the fence installation project, the Contractor will pick up any excess fence materials along the project area and return all materials back to the State. The Contractor is responsible for providing other materials including but not limited to materials for gates and step overs and stream crossings. The Contractor must return all excess material at the project site back to the State.

The majority of the materials needed for the construction of the fence are stockpiled at the Omaopio DOFAW storage facility, located between 542 Omaopio Rd, Kula, HI 96790 and

328 Omaopio Rd, Kula, HI 96790, and will be available during normal working hours (M-F, 0700-1530). The bidder is responsible for transporting all materials to the sites, labor to construct the fence, and any necessary clearing of vegetation along the fence corridors. The base yard is not equipped with a forklift due to the unpaved surface, however the State will have a bobcat/backhoe available to load materials. Due to rules, however, coordination with contract administration is necessary when collecting materials, as only authorized personnel may use the machinery.

Equipment:

The Contractor shall be responsible for the provision of the necessary installation equipment, supplies, tools, and all labor required to install fencing as specified herein. The Contractor shall be responsible to provide their own transportation of all materials, crews, equipment and supplies to the site.

Contractor is advised that DOFAW shall not supply communications equipment. The Contractor is advised that DOFAW shall not supply personal protective equipment (PPE) for use when working in or around helicopters.

The Contractor may not use the DOFAW baseyard as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking.

Site preparation:

The fence corridor will be delineated and flagged by DOFAW with orange flagging, pink and black striped flagging will indicate a T&E species is present and should be avoided or included within the fence line. The Contractor shall be responsible for brushing a fence corridor; fence construction and post construction clean up. It is recognized that for installation purposes the Contractor may choose to shift the flagged alignment slightly. The fence alignment may need adjusting prior to and/or during corridor clearing, and only after consultation with DOFAW. Upon approval, the Contractor may re-align the fence to straighten alignments, to adjust corners, to avoid certain trees and shrubs, to avoid any rare plants, and any endangered sea bird burrows. The Contractor shall be responsible for brushing (removing) some vegetation up to a five-foot corridor on either side of the final or corrected fence alignment (no more than ten feet total) as the fence shall be constructed at the midpoint. There is no minimum, because DOFAW does not want the vegetation blown out. Instead, DOFAW wants to minimize the cleared corridor, so only clear what is necessary to build the fence. In general, the cleared debris should be discreetly placed a further 5 feet from the extent of the cleared corridor on the outside of the fence. Debris should be bucked and stacked into debris piles as is convenient to the contractor's progress along the fence. This may include some shrubs, ferns and both non-native and native vegetation. Brushing of plants along the fence corridor should only remove those plants that may hinder fence construction or future fence inspections, such as potential overhangs, unless it has been determined that the tree is an endangered species. Note

that it is not necessary to remove all vegetation. In addition, large healthy native trees shall be avoided as much as possible. Any native trees especially Ohia that are cut or limbed must be sprayed with spectracide to close those wounds.

If an archaeological site is found, they will be fenced off with orange fencing and must be avoided. If the Contractor finds bones or cultural artifacts at any time during site preparation or installation, work must immediately cease and DOFAW notified immediately. Contractor must take extreme caution during clearing and installation of all phases of the fence line. The State will conduct an archeological pedestrian survey and biological survey and flag all known locations of interest. Contractor will be responsible for not damaging those resources. All human litter and waste must be removed from the site at all stages of fence line installation.

Camping:

NO camping will be permitted under this contract.

Native and Alien Plants and Animals:

The purpose of this project is to fence valuable watershed and important habitat with high conservation value. Plants or animals may not be removed from the fencing sites. The Contractor will implement precautions to prevent the introduction of alien plants, animals and insects. Boots, equipment, and materials will be cleaned and inspected by the Contractor for seeds, eggs, larvae, etc., special care to sanitize material prior to site placement must be taken. All precautions and protocol pertaining to RAPID OHIA DEATH (ROD) must be followed. NO EXCEPTIONS. All equipment, field gear, and personal belongings must be cleaned and sanitized to prevent the transmission of Rapid Ohia Death (ROD) or other forest pathogens. ROD sanitation treatments must occur every time the contractor leaves the area and returns to the project area. We expect Spectracide to be sprayed on cut wounds on Ohia (no other native plants). The State will not supply the Spectracide, but it is inexpensive and commercially available in many local stores. The Contractor will also take precautions to prevent spreading alien plants already found at the fencing sites. The use of any field gear previously used on Hawaii Island, Oahu Island, and Kauai Island is prohibited on Maui Island. The Contractor will not store materials prior to material drops in areas known to contain ROD. The Contract Administrator reserves the right to inspect all gear prior to deployment to ensure cleanliness. The Contractor will remove all food, refuse (including human feces), tools, gear, and installation scrap upon completion of work at each fencing site.

Rapid Ohia Death (ROD) Sanitation Requirements:

The overarching protocol for preventing the spread of ROD on Maui is currently to avoid using clothing, footwear and other equipment that has been used in potentially ROD-

infected areas. Staff or volunteers conducting contract work on State lands or managed areas will not use any items (articles of clothing, boots, backpacks, tools, etc.) that have not passed a thorough sanitation process. Gear and equipment will be accompanied with a sanitation record that may be requested on site and as such must accompany the contractor and or their staff when conducting the work. Because of the known presence of *Ceratocystis huliohia* and *C. lukuohia* on Kauai, Oahu, and Hawaii islands, the use of any field gear previously used on Hawaii Island, Oahu Island, and Kauai Island is prohibited on Maui Island. Extra care should also be taken for all gear, to prevent the spread of invasive plants, animals, and pathogens as follows.

Additionally, during line clearing and fence building care should be taken to limit injuries or wounding of standing ohia along the fence route, including branches, trunks and roots, as these sites are known to be susceptible to ROD infection. All chainsaw blades should be maintained to be as sharp as practicable to produce thicker wood chips/sawdust when cutting ohia is required, as this can reduce the possibility of spread of spores or infected material between trees, if a tree along the fence route is already infected. Suspect ohia trees (recently dead or dying branches or trees, with brown to reddish leaves still attached, or with obvious beetle damage) should be photographed and communicated to DOFAW and avoided until evaluation, testing and/or proper treatment can occur. In the event of an inadvertent injury to a standing, healthy ohia, Contractor should apply commercially available pruning seal (brand name Spectracide) to any large or obvious open wounds to trunk or roots of trees to protect against ROD infection.

Communication:

DOFAW recognizes that the contractor may not work on the job continuously from start to finish. At the same time, DOFAW has management responsibilities that must be coordinated around the fence installation schedule. Thus, contractor shall notify DOFAW at least five (5) days in advance whenever work at the job site is planned to begin and shall notify DOFAW within three (3) days of leaving the job site if the contractor plans to be away for more than one (1) week. All Special Use Permits permitting camping and landing sites use must be acquired at the Maui DOFAW Office prior to the commencement of work.

Project Completion:

The Contractor will remove all scrap (e.g., wire mesh, smooth wire, damaged posts, and discarded spades), tools, and trash. Surplus materials such as fence posts or pipe will be inventoried and return to the State staging facility.

SPECIFICATIONS

The following specifications are necessary to ensure that the fence works as planned after installation and that it prevents feral ungulates from entering the area within the fence.

General – Ungulate Proof (48" high) with Top Strand Wire Fence Specifications

Fences are intended to exclude all age classes of feral ungulates (pigs, goats, and cattle). The following specifications are necessary to ensure that the fence works as planned after installation and that it prevents feral ungulates from entering the area within the fence. A 48-inch-high (48") fence will be constructed using 1348-6-12.5: 330-ft roll x 48" high tensile steel woven Bezinal or Galfan coated longlife or "X" know hog wire fabric or equivalent, greater than Class III coating supported by 7' high T-133 galvanized steel fence posts (with anchors). Fence configuration will include a top smooth wire strand 6" from top of 1348 wire.

All corner posts will be made of 2 7/8" schedule 40 galvanized pipe; H-Brace support posts at major corners will be constructed of 2 7/8" schedule 40 galvanized pipe and cross pieces will be made of 2 3/8" schedule 40 galvanized pipe, and bolt-on hardware. Minor corners (less than 15 degree change in angle) may be braced with guide wires attached to T-post anchors.

The fence will be supported by 7' foot (7') galvanized coated T-posts sunk into the ground at least two feet and placed no more than 8 feet apart, the entire length of the fence line; intermittent "support" posts made of 2 7/8" schedule 40 galvanized pipe sunk into the ground at least two feet will also be placed no more than every 80' apart in between T-posts. If a post is not stable at a depth of two feet; the post will be pounded down until secure and a second post will be sunk two feet into the ground and secured to the first post.

The Contractor ensures spacing of posts and T-posts is no more than 8 feet apart, additional T-post may be added to increase the stability and rigidity of the panel fence. If the substrate is solid rock, a rock drill will be used. String and level will be used to keep new posts on center and plumb.

Note: All fence related obstacles such as bracing and guy wires for cornering, anchors, and other fence support structures shall be installed on the outside side of the fence (when possible, and when the trail or primary access does not run along the outside) to provide a clear pathway on the opposite side so workers/staff can walk and maintain the fence consistently from one side. Corners must have a solid brace that maintains the tension of the fence and holds the corner post plumb and sturdy. Anchors used to hold the apron down will be pounded into the ground so that the top of the anchor is flush with the surface of the ground.

1. Fence wire mesh

Fence wire_- Woven wire, 1348-6-12.5: 330-ft roll x 48" high tensile steel woven Bezinal or Galfan coated longlife or "X" know hog wire fabric or equivalent, greater than Class III coating. Fence wire will be attached to pounded T-posts using fence clips or 9-gauge smooth wire. At each T-post and "in-line" brace pipe, the fence wire shall be attached at a minimum of 6 places; one along the top horizontal, one along the bottom horizontal, and four places evenly spaced in between. Fence wire will be fastened to the outside of T-posts and pipes, on the side where animals will be pushing them and shall be flush along the ground. Sufficient tension is to be applied to the wire so that a sideways pull of 20 lbs applied midway between two posts will not displace the wire more than 6". In situations where the ground is uneven, the ground must first be graded to accommodate the fence wire. In event that grading is not enough, fence panels can be cut and attached with hog rings to the bottom of the fence wire to accommodate the shape of the terrain. A minimum of 10 nicopress sleeves shall be used to connect adjoining fence wire/rolls to ensure a strong and seamless splice.

The bottom strand of fence wire will be fastened to each post so that it is no more than 1" above the ground at posts and no more than 4" at any given point between posts. The ground surface is the mineral soil surface and not the overlying grass, vegetation, or duff. Vegetation and loose matter must be cleared to ensure that the above specification is met.

2. T-Posts

T-posts will be installed at no more than 8' apart from each other, and additionally so that a post is placed at ALL significant high and low points along the fenceline. T-posts will be oriented so that the "knuckle-side" faces out from the area to be enclosed, except where corner geometry requires the post to face the opposite direction. T-posts will be driven to a minimum depth of 24"; completely burying the spade anchors, in a manner that will prevent damage to the posts and galvanized coating. Where posts are to be installed in rock, anchorless t-posts will be used so that posts fit into drilled holes. Posts in drilled holes need not be driven the full 24", but must be secure enough to resist the force of the tensioned wire mesh.

T-posts at low points will be driven deep enough to prevent them from being pulled up when tension is applied to the mesh wire. If this requires driving the post to deep that the top strand of the fence wire will be above the top of the post, a SECOND post must be installed next to the first with enough height exposed to clip the top of the fence. If a post does pull out, hanging rocks or other weights from the wire is NOT an acceptable means of re-anchoring posts.

T-posts shall be installed plumb; the exception being on steep slopes, where they may be angled to compensate. Posts which are bent, split, mushroomed, cracked, twisted or have cracked, chipped, or scratched coatings will not be used.

Posts shall be driven into the ground to withstand 75 pounds vertical pull and any horizontal force that would cause the posts to be uprooted prior to being bent. The T-posts shall be driven by use of a tubular post driver or driving cap in a manner that will prevent damage to the T-post; a Post-mate type driver that attaches around the T-post may also be used. Steel posts shall be driven to a minimum depth of 24 inches. Standing trees or snags may not be used as fence posts. T-posts shall be driven perpendicular to the slope of the terrain so that the height of the fence is not compromised over steep terrain sections.

Contractor will install reflective pins across middle and top sections of the ungulate fencing to deter bird collisions, these pins will be provided by the State.

3. In-line braces/corners/H-braces

A pipe post will be placed at any point the fence makes a change in direction, and the appropriate bracing installed to support the corner post. Minor changes in angle (less than 15 degrees) may be supported by a guy wire and angled T-post. Unless prevented by terrain, all braces at corners of > 15 degree change in angle will be "H-braces" consisting of one or more vertical anchor posts located near the corner post and connected to it by brace rails and tensioned wire or trust rods. To provide a solid brace, the anchor and corner posts shall be placed no closer to each other than 8'. Trust rod hardware or equivalent will be used for diagonal tension support.

In addition to corner bracing, pipe posts must also be installed as "in-line" brace structures sufficient to maintain the maximum allowed spacing between pipes (80') and maintain adequate tension of the fence wire.

Brace rails will be attached to the anchor and corner posts by the supplied bolt-on hardware. The brace rails will be oriented such that they adequately reinforce corner posts and prevent shifting when tension is applied to the fence wire. A pipe brace rail will be installed between each vertical post, oriented parallel to the ground surface. In addition, trust rods will be incorporated into the brace and tension applied in an approved manner.

In cases where the fence makes change in direction of less than 30 degrees a 2-point or "single H" brace will be installed. This will consist of two vertical posts (one of which is the corner post) installed so that the brace rails bisect the concave angle of the turn. The 2-point brace may also be installed "in-line" to provide an anchoring point for properly tensioning the fence wire on long straight-line runs.

For changes in direction between 30 and 60 degrees or more, a 5-point brace will be required so that a "double H" brace supports the corner post in each direction.

4. Clips

Clips shall be twisted to wire and fence panels only tight enough to be secure. Over tightening to the extent of damaging the smooth wire or causing the clips to break will not be allowed. Both ends of the fence clips shall be properly tightened so that clips are not loose and there is no play between the clip and the T-post. Clips shall be Bezinol coated.

5. Hog rings

Hog rings shall be used to secure the apron to the bottom of the 48" tall fence as described in the apron section above.

6. Anchors

If a full-length post is not used to draw the fence wire down into low spots between fence posts, anchors must be used to ensure that the gap between the bottom strand wire mesh and the ground is never more than the four (4") inch maximum allowed. Anchors may be 24" T-posts ("deadmen"), concrete forming pins, hot-dipped galvanized eyebolts, or galvanized tie-wire anchors, depending on the substrate and contractor preference. DOFAW will provide deadman anchors; purchase of any of the other types of anchor is the contractor's responsibility.

T-post anchors or "deadmen" will be driven at a 30 to 45 degree angle relative to the direction of tension such that the tops are no more than two (2") inches off the centerline and no more than three (3") inches protrudes from the ground surface. The anchor will be tied to at least two (2) of the bottom strands of woven wire with 9 gauge wire and driven such that the wire is pulled tight and within four (4") inches of the ground surface. T-post anchors are preferred for areas with deep soil.

Concrete forming pin anchors will be driven at a 30 to 45 degree angle relative to the direction of tension such that tops are no more than four (4") inches off the centerline and no more than three (3") inches protrudes from the surface. Pins will be attached to at least two (2) of the bottom strands of woven wire with 9 gauge wire. Pins will be driven so as to pull the wire tight and within four (4") inches of the ground. To prevent corrosion, steel pins must not contact the galvanized woven wire. Form pins are preferred for areas with cracked or blocky rock on the surface.

Eye-bolt anchors will be galvanized and of no less than 5/16 inch diameter x 4 inches in length. Holes will be drilled at 30 to 45 degree angle relative to the direction of tension, and deep enough that the entire shaft of the bolt is buried when emplaced. Epoxy may be used to secure the bolt in the hole. Woven wire will be pulled down to within four (4") inches of ground level and tied off with 9 gauge wire that is attached to at least two (2) of the bottom

strands of woven wire. Eye bolts are preferred for areas with solid bedrock exposed at the surface.

Tie-wire anchors will be galvanized and installed per manufacturer specification. Simpson Strong Tie part TWD25112 is an acceptable example. Fence wire will be pulled down to within four (4") inches of ground level and tied off at the anchor with 9 gauge wire that is attached to at least two (2) of the bottom strands of the woven wire. Tie wire anchors are preferred for areas with solid bedrock exposed at the surface.

7. Splices

Where cut ends of fence wire need to be tied off or joined a Swage-on fitting, such as Nicopress Swage-it or equivalent, will be incorporated in the splice. All loose wire ends will be spliced or tied off neatly.

8. Stream crossing/Dry bed crossing

There will be three (3) stream crossings in the fence installation project. These streams are intermittent in flow but may experience heavy volumes when there is enough rain fall. At locations where the fence must cross drainage channels or small streams and a natural barrier is not available, a stream curtain constructed of fabric material must be installed in such a way that water and debris can flow beneath the fence, but animals cannot lift the curtain and pass. Stream crossings that are eight (8') foot or wider, will require stream curtains to be installed and attached to bottom of fence and side aprons. Curtains will have one grommet per one (1') feet (vertical sides) and attached to apron with 9 gauge wire.

A substitute for the curtain material may be suggested by the contractor, but the alternative must prevent ingress as well as allow debris in heavy storm flow to flow under. Those opting to use an alternative stream crossing must submit diagrams with their bid. The matting shall be pre-fabricated by the Contractor to fit the width of the stream bed or gully. The stream barrier should not be directly attached to the main fence (in case of flood to prevent the main fence from being pulled out).

Sections of panel (wings) will be placed on either side of the stream crossing, on the downstream side, perpendicular to the fence, to prevent animals from accessing the corner where the apron meets the fence.

Design and construction may vary between each stream crossing depending on the terrain and expected water flow and final design shall be discussed and agreed between the Contractor and Contract Administrator.

9. Gates and Step-Overs

There will be eight (4) “walk-thru” gates and two (2) “vehicular accessible” gate according to an approved, specified design and at specific locations to be determined by DOFAW. The contractor is responsible for acquiring the material necessary for gate fabrication and for fabricating the end result. Exact locations to be marked in the field by DOFAW.

10. Adaptions to Terrain

The rugged nature of the project area will likely cause difficulty in properly orienting the fence wire mesh. Where radical changes in slope occur, wire will be cut and tied off so that each section lies at an angle matching the terrain. This may require the use of in-line bracing as described above. “Belying” of the wire at high points is unacceptable. A fence post must be installed at any locations where this occurs, and the wire raised to remove the “belly”.

Timing of Construction

Pre-Installation Conference:

Contractor shall meet with staff from DOFAW soon after the award, if any. Topics to be included at the meeting will be:

- Designation of responsible officials
- Correspondence procedures
- Labor standard provisions
- Changes in specifications
- Payments to the Contractor
- Safety program
- ROD Sanitation SOP
- Communication
- Installation techniques
- Helicopter transport
- Proposed installation schedule
- Camping guidelines and restrictions
- Alien plants and animals’ precautions
- Miscellaneous

Written Inquiries

Inquiries regarding this solicitation are due no later than the date indicated in the timeline. Inquiries shall be made in writing by e-mail to: Lance.K.DeSilva@hawaii.gov. The State will respond to questions in writing by the date indicated in the timeline. Written inquiries received after the date indicated in the timeline may be responded to at the discretion of the State.

TERMS AND CONDITIONS

Authority of the State:

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final if not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

Bidder Qualifications:

Bidder shall provide Bid Security in acceptable form pursuant to HRS 103D-323 and HAR 3-122-222. Bid Security must be submitted BEFORE Offer Due Date & Time.

Bidder shall provide in the proposal evidence that their company and/or employees of their company previously constructed at least two (2) fence installation projects in the State of Hawaii of at least 5,000 LF each.

Offer Form:

Bidder is requested to submit its offer using the exact legal name of the business as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form. Failure to do so may delay proper execution of the contract. All offers must contain all pages of the offer form packet including any schematics requested by this IFB.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. The signed Offer Form shall indicate bidder's intent to be bound. **Please upload a copy when submitting bid on HlePRO, Retain the original to submit if selected for award.**

Contract Administrator (CA):

Lance DeSilva, DOFAW, is the Contract Administrator, and can be reached at (808) 264-2308 or Lance.K.DeSilva@hawaii.gov. The State may change the Contract Administrator or delegate at any time.

Method of Award:

Offers must be submitted through the State of Hawaii eProcurement (HlePRO) system. At the close of this solicitation the bids will be reviewed by the Contract Administrator. Award will be made to the lowest responsive responsible bid. All vendors are advised that they must be HCE compliant within 10 calendar days of the closing of the HlePRO solicitation. The bidder must provide a bid for all line items in the solicitation to qualify for award. The

lowest bid will be determined by the sum of the item prices multiplied by the estimated quantities.

Vendor Selection:

Vendor will provide the unit price for every item number in order to bid. The vendor with the lowest total cost (sum of all costs based on estimated quantity) will be selected. All offers must be submitted by the date indicated by the timeline. No late submittals will be accepted. The offer must include all Offer Form pages including the schematics for gates.

Contract:

The successful bidder will enter into a contract with the State for the line item prices identified by this solicitation. The term of the contract will be for 6 months from the date on the Notice to Proceed. Upon mutual agreement of both parties and the availability of funds this contract may be extended for two additional 6-month periods or parts thereof.

Notice of Award:

Upon execution of the contract the Contract Administrator will issue a written Notice of Award. However, no work shall commence. This will be notification that the contract has been successfully executed.

Fence Projects:

After Notice of Award has been issued DOFAW will work with the contractor to install the fence with a State of Hawaii Purchase Order (PO) for sections. Fence sections (per LF cost) will be ordered on an as needed basis, with payment by PO. For every PO, the contractor will be required to submit two (2) bonds, a performance bond and labor and material payment bond for 100% of the PO price. The State will prepare a PO for the desired quantities of each line item and provide to the Contractor. The Contractor will provide the required performance bond and labor and material payment bonding and DOFAW will submit for processing. After the PO has been approved and the required bonds received, DOFAW will issue the PO to the contractor and work on that fence section may begin. For every mile requisitioned by the State via PO, the contractor will have three (3) months to complete. The State has the discretion to allow extensions if the bidder submits requests in writing at least 30 days prior to the end of the three (3) month period.

Payment:

Payment will be made with a State of Hawaii Purchase Order (PO). Partial payments may be invoiced every 30 days, at the completion of a line item, or at the completion of a project. Completed fence will be measured on site by DOFAW staff and inspected for compliance with specifications before payment.

Extensions:

Upon mutual agreement of both parties and the availability of funds this contract may be extended for one additional 6-month periods or parts thereof.

General Conditions:

It is understood that the contract includes Forms AG-008 General Conditions and AG-015 Special 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.

In the event of a conflict between conditions, Special Conditions shall take precedence, followed by the General Conditions, and the DLNR Interim General Conditions.

Chapter 104, HRS, Wages and Hours of Employees on Public Works:

Bidder is advised that Chapter 104, HRS shall apply to this solicitation. The Bidder may access this Chapter on the State's website.

****Awarded contractor will provide weekly certified payroll to the Contract administrator. ****

Contractor's License Required:

No contractor's license is required.

Subcontractors:

Bidder shall provide the name and contact information for any subcontractor to be used on the project. Failure to provide this information shall be grounds for bid rejection.

Insurance:

Bidder shall provide proof of insurance including: the insurance agent (company name), contact person and phone number, the insurance underwriter, and the policy number. Failure to provide such information shall be grounds for bid rejection.

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.

| <u>Coverage</u> | <u>Limits</u> |
|---|---|
| Commercial General Liability (Occurrence form) | \$2,000,000 combined single limit per occurrence for bodily injury and property damage |
| Basic Motor Vehicle Insurance And Liability Policies | BI: \$1,000,000 per person \$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:

1. "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."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "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

OFFER FORM

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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 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.

Irregular Bids:

No irregular bids or propositions for doing the work will be considered by the Board.

Withdrawal of Bid:

No bidder may withdraw his bid between the time of the opening thereof and the award of contract.

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 per the "fence projects" section.

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 Contract Administrator and in accordance with sub-section 4.2 of the General Conditions.

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

Wages and Hours:

In accordance with sub-sections 7.3 to 7.9 of the Interim General Conditions dated October 1994 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 Contract Administrator. 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 Contract Administrator. This project is in a remote region that may require work on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day, and/or at night. Work during these times will be permitted subject to approval by the Contract Administrator.

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 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.

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.

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.

OFFER FORM

FY26 WAHIKULI PHASE 1 FUEL MITIGATION GRAZING FENCE INSTALLATION

Lance De Silva
Department of Land and Natural Resources
Division of Forestry & Wildlife
State of Hawaii

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto SPO GENERAL PROVISIONS and the AG General Conditions, Form AG-008 as revised attached separately; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture

Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Businesses address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

E-mail Address: _____

** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

| Item No. | Description | Unit Price | Multiplied by estimated quantity | Cost |
|-----------------|--|-------------------|---|-------------|
| 1 | Clearing and Deer Proof Fence Installation - Per Linear Foot | | 8,500 LF | |
| 2 | Step through Gate | | 4 | |
| 3 | Vehicle Gate | | 2 | |
| 4 | Stream Crossings | | 3 | |
| TOTAL COST: | | | | |

Offeror: _____
Name of Company

OFFEROR SHALL FURNISH THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Contact Person: _____

Experience Requirement:

1. Fence Project Name: _____

Date of completion: _____

LF of fence installed: _____

Contact Name: _____

Contact Phone: _____

2. Fence Project Name: _____

Date of completion: _____

LF of fence installed: _____

Contact Name: _____

Contact Phone: _____

Commercial General Liability Insurance:

Insurance Agent (Company Name): _____

Contact Person: _____ Contact No.: _____

Insurance Underwriter: _____

Policy No.: _____

Subcontractors: If Offeror is using subcontractors for this project, Offeror shall provide the following information for each subcontractor:

1) _____
Name Address

Contact Name Contact Phone Number

2) _____
Name Address

Contact Name Contact Phone Number

3) _____
Name Address

Contact Name Contact Phone Number

Offeror _____
Name of Company

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB No: _____

Title of IFB: FY26 WAHIKULI PHASE 1 FUEL MITIGATION GRAZING FENCE INSTALLATION

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS

Offeror _____

Signature _____

Title _____

Date _____

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____
(Contract Number) (IFB/RFP Number)

_____ Affirms it is in
(Company Name)

Compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

Acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

1. State of Hawaii Contractor License Information _____

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No: _____

Description: FY26 WAHIKULI PHASE 1 FUEL MITIGATION GRAZING FENCE INSTALLATION

Out-of-State Offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> | |
|---|------------|-----------|--|
| (Check only one) | | | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | ___ | ___ | |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | ___ | ___ | |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | ___ | ___ | |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | ___ | ___* | |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by

Chapter 237, HRS, at the current 4% or 4.5%* rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103D-1008, HRS, applies to you.

Offeror _____
Signature _____
Title _____
Date _____

COMBINATION PERFORMANCE AND PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____,

(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a

surety in the State of Hawaii, are held and firmly bound unto the _____,

(State/County Entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of

(Twice the Dollar Amount of Contract)

DOLLARS (\$ _____) (being _____)

DOLLARS as performance bond and _____

DOLLARS as payment bond, each in the amount of one hundred percent of the contract price as required by 103D-324, Haw. Rev. Stat.), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has by written agreement dated _____ signed a contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Principal shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Oblige, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Oblige, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Principal or its agents or servants or the improper performance of the Contract by the Principal or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Oblige, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Oblige, the remainder shall be distributed pro rata among the claimants. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to section 3-122-225, Hawaii Administrative Rules.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

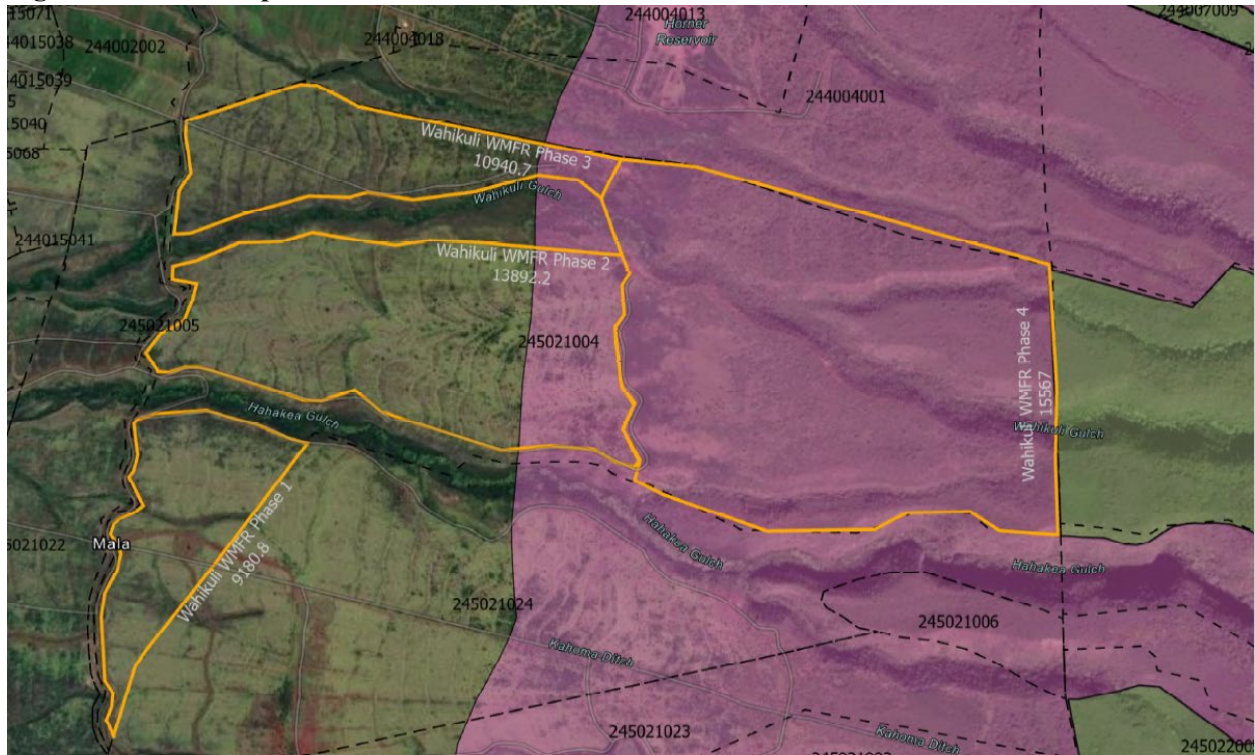
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

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Figure 1 and 1a. Maps



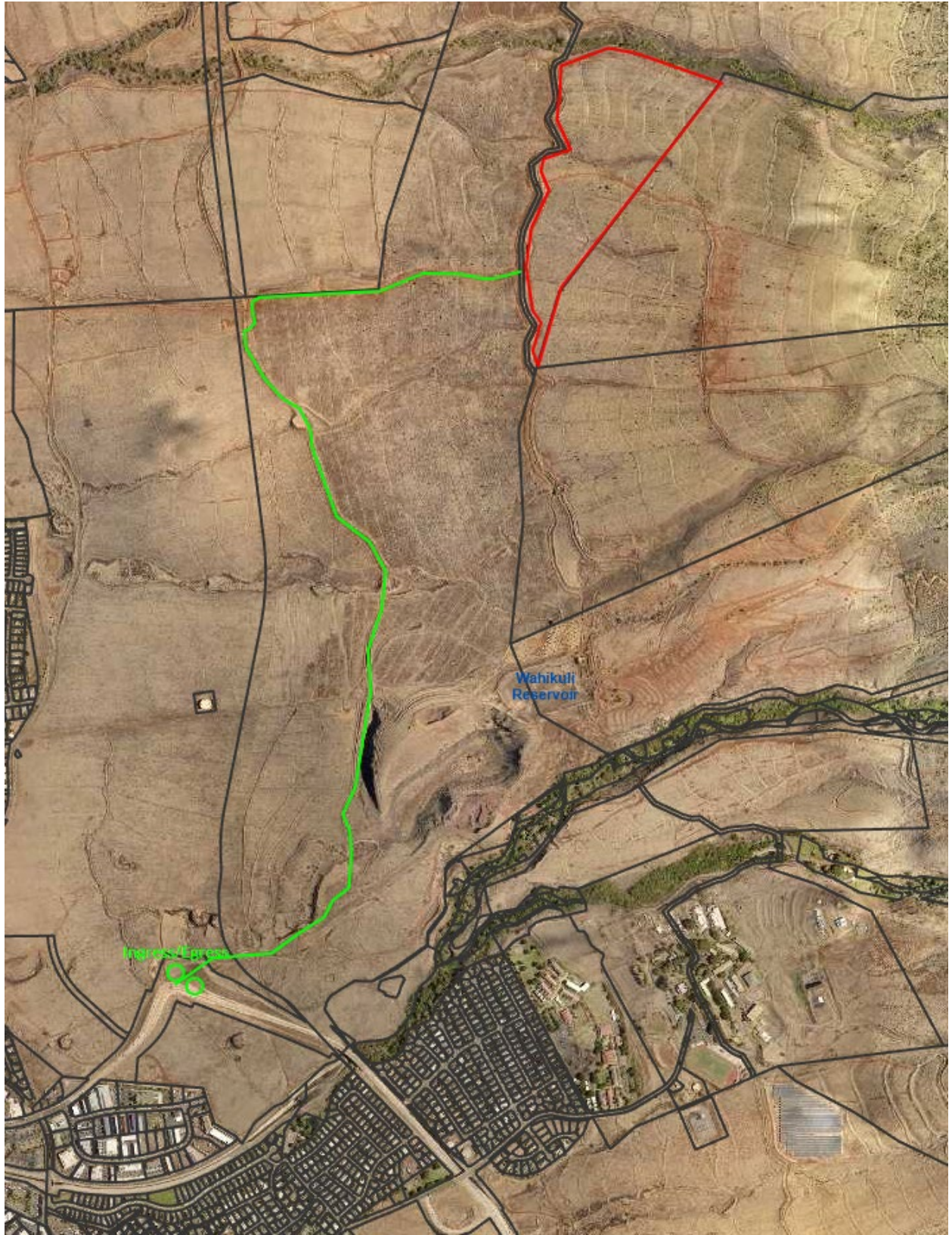


Figure 2. Designs and Specifications

Vehicle Gate (*Instead of 96" height as depicted in picture, it will be 48")



Stream Crossing

