

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. F27C793A  
HEEIA STATE PARK IMPROVEMENTS TO BANQUET HALL BUILDING  
Kaneohe, Oahu, Hawaii

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**August 24, 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.

**INFORMATION AND INSTRUCTIONS TO BIDDERS**

1. DELETE the Information and Instructions to Bidders in its entirety and REPLACE with the attached revised Information and Instructions to Bidders.

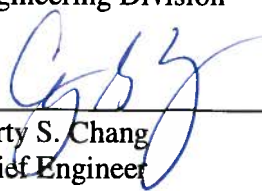
**PROPOSAL**

2. DELETE the Proposal in its entirety and REPLACE with the attached revised Proposal dated August 24, 2016.

**SPECIFICATION**

1. ADD Section 01230 – Additive Bid Items.

Engineering Division



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Carty S. Chang  
Chief Engineer

# INFORMATION AND INSTRUCTIONS TO BIDDERS

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## INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. PROPOSALS: Bidders shall submit their bid, including the completed proposal form, bid bond, and any other documents required by the solicitation as part of their bid through the State of Hawaii e-Procurement System (HIePRO). See Item D, PROPOSAL FORM.
- C. GENERAL CONDITIONS: The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.
- D. PROPOSAL FORM: **The Bidders shall fill out and upload the electronic copy of the proposal form to the HIePRO website when submitting the bid. Bid Proposals shall not be mailed, faxed or delivered to the State, unless requested to do so after the designated closing date. The successful Bidder shall fill out and print a hard copy of the proposal form, sign and submit the form with the contract award package.**
- E. OMISSIONS OR ERASURES: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE:  
A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a questionnaire. When requested by the State, the completed questionnaire shall be submitted to the Chief Engineer for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: A bid security will be furnished by each bidder as provided in sub-section 2.7 of the General Conditions. The successful bidder's bid security will be retained until Contract execution and furnished a performance and payment bond in an amount equal to one hundred percent (100%) of the total Contract price, including an amount estimated to be required for extra work, is furnished.

The Board reserves the right to hold the bid securities of the four lowest bidders until the successful bidder has entered into a contract and has furnished the required performance bond. All bid securities will be returned in accordance with sub-section 3.5 of the General Conditions.

Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond within the time stated in the proposal, the bid security shall be forfeited as required by law.

- H. CONTRACTOR'S LICENSE REQUIRED: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.
- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be considered by the Board.
- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. EVALUATION OF CRITERIA:
1. The total lump sum base bid price and additives will be adjusted to reflect the applicable preferences
  2. Evaluating Bids with Additive Bid Items:
    - a. After the solicitation ends, the State will announce the project control budget. All bids will be evaluated on the basis of the same additive item.
    - b. After adjusting for applicable preferences, the additives, in their precedence order, are added to the total lump sum base bid price. This (these) sum(s) are compared to the project control budget, and must be within the project control budget.
    - c. If adding another additive would make the aggregate amount exceed the project control budget for all bidders, that additive will be skipped and the next additive will be added, provided an award might be made within the project control budget. This procedure will continue, until adding any remaining additives will result in the aggregate total amount for all the bidders to exceed the project control budget, or until no additional additives remain.
    - d. The bidder with the lowest aggregate amount, within the project control budget (after application of the various preferences), for the total lump sum base bid plus the additives in their precedence order, is the "Low Bidder" for that project and is designated for award.
    - e. Additive Bid Example: The project control budget available is \$100,000. In the order of precedence, additive bid 1, 3, 4, 5 and 6 are additive bids. After applying the preferences, the bids are ranked lowest price to highest price and are "Bid A", "Bid B", "Bid C", "Bid D" and "Bid E". Bid A's total lump sum base bid price and three additive bids (in the precedence order) are \$80,000, \$16,000, \$10,000 and \$5,000 respectively. Bid B's total lump sum base bid price and three additive bids (in the precedence order) are \$82,000, \$10,000, \$9,000 and \$3,000 respectively. Bid C's total lump sum base bid price and three additive bids (in the precedence order) are \$85,000, \$10,000, \$8,000 and \$4,000 respectively.

- (1) In adding the additives to the bids, bid 1 is under the project control budget for all bids. The second bid 2 is initially skipped since it would cause the aggregate amount of all bids to exceed \$100,000. The third bid 3 is added and the aggregate amounts, including base bid price plus bids 1 and 3, of both Bid B and Bid C, are under the project control budget.
- (2) Bid A's aggregate total is \$101,000. Bid B's aggregate total is \$95,000. Bid C's aggregate total is \$99,000.
- (3) Bid B's price including bids A-1 and A-3 is the lowest bid price (over Bid C) and has an aggregate amount within the adjusted project control budget, and therefore is designated the "Low Bidder" for the project.

L. METHOD OF AWARD:

1. The contract will be awarded to the lowest responsive and responsible Bidder whose bid (including any additive which may be selected) meets the requirements and criteria set forth in the solicitation documents and as determined by the Comptroller.
2. In the event the Lump Sum Base Bid of all bidders exceeds the project control budget, the Department reserves the right to make an award to the bidder with the lowest total lump sum base bid, after application of the preferences is designated, if additional funds are available or by reducing the scope of work through negotiation.

M. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work, as provided in sub-section 3.6 of the General Conditions.

N. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If requested by the Board, six copies of the Contract, performance and payment bonds shall be executed.

O. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Chief Engineer (Engineer) and in accordance with sub-section 4.2 of the General Conditions.

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

P. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the

performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

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

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

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

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

S. TIME: The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

Prospective bidders are reminded that the State has the option to proceed with or abandon a project depending on whether the project can be completed for occupancy in the specified time.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

- T. BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE: The successful low bidder shall designate in writing to the Engineer the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Engineer in a timely manner. The cost for superintendence shall be considered incidental to the project.

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

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

- V. HIRING OF HAWAII RESIDENTS: The Contractor shall comply with Act 68, SLH 2010, in the performance 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.

- W. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.

- X. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

- Y. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.

- Z. AS-BUILT DRAWINGS: As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required. All authorizations given by the Engineer to deviate from the plans shall be drawn on the job site plans. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded on the as-built drawings. Final as-built drawings shall be submitted to the Engineer for review and approval. After the Engineer approves the as-built drawings, the contractor shall submit an electronic copy in Adobe PDF format on CD ROM.
- AA. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free
- BB. WORKER SAFETY: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- CC. TOILET FACILITIES: All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged.
- DD. SIGNS: Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Engineer for the purpose of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic.

When indicated in the Proposal, the Contractor shall provide a project sign, size 4'-0" x 7'-0" to be placed as directed by the Engineer. The sign shall be constructed in accordance with Section 01581 - Project Sign of these specifications and approved by the Engineer. All wording, type and size of lettering and color selection shall be as specified in these specifications or as approved by the Engineer.

All signs shall be kept neat and clean, and properly erected at all times.

- EE. FIELD OFFICE AREA FOR DEPARTMENT: When indicated in the Proposal, the Contractor shall provide a housed working area of at least 100 square feet adjacent to the Contractor's office for the Department's use. This area will be used by the Engineer to perform tests and to store equipment. As a minimum, the field office shall include the following: standard sized office desk and chair, lighting, ventilation, window-type air conditioning rated at 5,000 BTU, door and window with locking hardware, electrical outlets, and working communications facilities (a cellular telephone is acceptable). The Department



will pay for all long distance toll charges made by the Engineer.

- FF. QUANTITIES: All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- GG. OTHER HEALTH MEASURES: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- HH. 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.

II. COMPLIANCE WITH §3-122-112 HAR:

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

- A. **TAX CLEARANCE 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.

Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.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). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

PROPOSAL  
(Revised 8/24/16 per Addendum No. 1)

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES  
ENGINEERING DIVISION  
State of Hawaii

JOB NO. F27C793A  
HEEIA STATE PARK  
IMPROVEMENTS TO BANQUET HALL BUILDING  
KANEEOHE, OAHU, HAWAII

\_\_\_\_\_, 20\_\_

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 reroof the Banquet Hall building along with performing associated structural repairs to the wood roof framing members, 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. F27C793A  
HEEIA STATE PARK  
IMPROVEMENTS TO BANQUET HALL BUILDING  
KANEEOHE, OAHU, HAWAII

on file in the office of the Engineering Division for the TOTAL BASE BID (Items 1 to 8) of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and will fully complete all work under this contract within 180 consecutive calendar days from the date of written notice to proceed, including date of said order, said total sum being itemized on the following pages.

ADDITIVE BID ITEMS

The Bidder further proposes to incorporate in the work the Additive Bid Item (Item 9) as described on the drawings and Specification Section 01230 ADDITIVE BID ITEMS for the following amounts:

Additive No. 1:

Add the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

The Bidder must completely fill in the dollar amounts for each Additive, where the work will be performed at no cost to the State, fill in "\$0.00" as the dollar amount. If additive dollar amounts are left blank, the proposal will be rejected as being an "irregular proposal".

## PROPOSAL

Item No.	Quantity	Unit	Description	Unit Price	Total
1.		LS	Demolition Work, including demolition, hauling & disposal as required to renovate Banquet Hall	LS	\$ _____
2.		LS	Renovation of Banquet Hall, including roofing, gutters, downspouts, painting, interior architectural work, and structural work, in place complete	LS	\$ _____
3.		LS	Electrical Work, including removal, reinstallation, and other related work in place complete	LS	\$ _____
4.	1	EA	Project Sign, in place complete	\$ _____	\$ _____

### Variable Quantities Unit Prices

Item No.	Quantity	Unit	Description	Unit Price	Total
5.	100	SF	Unit Price No. 1: Remove damaged 2x roof decking and install new 2x roof decking	\$ _____	\$ _____
6.	50	LF	Unit Price No. 2: Remove damaged 2x purlins and install new 2x purlins over kitchen area	\$ _____	\$ _____
7.	48	LF	Unit Price No. 3: Remove damaged 4x roof purlins and install new 4x roof purlins over banquet hall area	\$ _____	\$ _____
<b>Subtotal Base Bid (Items 1-7)</b>					\$ _____
8.		LS	Mobilization and Demobilization (not to exceed 10% of the subtotal base bid)	\$ _____	\$ _____
<b>Total Base Bid (Items 1-8)</b>					\$ _____
<b><u>ADDITIVE NO. 1</u></b>					
9.		LS	Replace existing electrical/communications fixtures and conduits (if existing cannot be reinstalled back to working conditions) and all incidental work	LS	\$ _____
<b>Total Sum Additive No. 1 (Item 9)</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 <http://hawaii.gov/spo/>

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

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Please indicate your selection of recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise & Use Taxes.

<u>DESCRIPTION</u>	<u>RECYCLED PRODUCT COST</u>	<u>NONRECYCLED PRODUCT COST</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

The bidder requesting a recycled product preference shall also complete and submit the form “CERTIFICATION OF RECYCLED CONTENT” as shown in the Interim General Conditions and provide all supporting information with this proposal. Additional information may be requested to qualify a product.

The following definitions are applicable to the CERTIFICATION OF RECYCLED CONTENT form:

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Product" includes materials, manufactures, supplies, merchandise, goods, wares, and foodstuffs.

"Recovered material" means waste material and by-products that have been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. Recovered material does not include those materials and by-products that are generated and normally reused on-site or within original manufacturing processes (such as mill broke, in the case of paper products).

"Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material, or both.

"Recycled product" means a product containing recovered material, or post-consumer recovered material, or both.

The bidder agrees that preference for recycled products shall be taken into consideration to determine the low bidder in accordance with said Section and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive any preference.

## 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 signed original 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 signed original 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: <http://hawaii.gov/labor/wdd>.
  
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 8) and selected Additive Alternate (Items 9) in accordance to the "Information and Instruction to Bidders", Items K and L, and as selected by the Board of Land and Natural Resources. Write the total of Base Bid Items 1 to 8 on page P-1 and Additive Bid Item on page P-2.

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 and where time or economic considerations preclude re-solicitation of a reduced scope, the head of the purchasing agency is authorized to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder 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 for having the cost of all bid items be an accurate representation of the actual "in place complete" cost of each item, including all materials, labor, equipment, overhead and profit in their bid proposal to preclude any claims of anticipated overhead and profit or loss of overhead and 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 ninety (90) 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. Upon issuance of the Notice to Proceed, the Contractor will have 274 consecutive calendar days to complete all work. Contractor's unit bid prices shall remain unchanged for the date of opening the bid proposals to the issuance of Notice to Proceed.

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 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 Two Hundred and No/100 Dollars (\$200.00) 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 Certification for Safety and Health Programs for bids in excess of \$100,000 (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:

<u>Addendum</u>	<u>Date Received</u>	<u>Addendum</u>	<u>Date Received</u>
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 and providing the work of the required specialty contractor, 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 no 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.

<b>COMPLETE FIRM NAME OF JOINT CONTRACTOR OR SUBCONTRACTOR</b>	<b>NATURE AND SCOPE OF WORK TO BE PERFORMED</b>

JOINT CONTRACTORS OR SUBCONTRACTORS LIST FOR THE ADDITIVE(S):

Bidder agrees that for projects with additives(s), the Bidder, joint contractor or subcontractor listed in the completed “Joint Contractors or Subcontractors List for the Additives(s)” will perform work for the respective additives.

Additive No. 1

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

*Note: Provide similar tables for each additive.*

Enclosed herewith is a:

- 1. Surety Bond (\*1) )
- 2. Legal Tender (\*2) )
- 3. Cashier's Check (\*3) )
- 4. Certificate of Deposit (\*3) ) in the
- 5. Certified Check (\*3) ) amount
- 6. Official Check (\*3) ) of
- 7. Share Certificate (\*3) )
- 8. Teller's Check (\*3) )
- 9. Treasurer's Check (\*3) )

(Cross Out Those Not Applicable)

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Dollars (\$ \_\_\_\_\_)

as required by law.

Respectfully submitted,

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Name of Company, Joint Venture  
or Partnership

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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**

## SECTION 01230

### ADDITIVE BID ITEMS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for additive bid items.
- B. The description of additive bid items is not intended to give a detailed description of all additional work required by the additive bid item(s), as only the principal features of such additional work are listed.
- C. Should anyone or all of the additive bid items become a part of the contract, the cost of all additional work required by the additive bid item(s), even though not specifically mentioned herein, are included in the lump sum bid price.

##### 1.2 DEFINITIONS

- A. **Additive Bid Item:** An amount proposed by Bidders (Offerors) and stated on the Proposal Form for certain work defined in the Bidding Requirements that may be added to the Total Lump Sum Base Bid Price amount if State decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

The cost for each additive bid item is the net addition to the Contract Sum to incorporate additive bid item into the Work. No other adjustments are made to the Total Lump Sum Base Bid Price.

##### 1.3 PROCEDURES

- A. **Coordination:** Modify or adjust affected adjacent work as necessary to completely integrate work of the additive bid item into the Project.  
  
Include as part of each additive bid item, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of additive bid item.
- B. **Notification:** Immediately following award of the Contract, notify each party involved, in writing, of the status of each additive bid item. Indicate if additive bid items have been accepted, rejected, or deferred for later consideration.
- C. **Execute** accepted additive bid items under the same conditions as other work of the Contract.
- D. **Schedule:** A Schedule of Additive Bid Items is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each additive bid item.

PART 2 – GENERAL (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF ADDITIVE BID ITEMS

A. Additive No. 1

END OF SECTION