



HAWAII HOUSING FINANCE & DEVELOPMENT CORPORATION

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JANICE TAKAHASHI

PROCUREMENT OFFICER

ADDENDUM NO. 1

January 10, 2020

IFB NO: 19-012-K85-S

IFB TITLE: VILLAGES OF KAPOLEI – ROADWAY REHABILITATION

BIDS DUE: January 31, 2020 **NOT LATER THAN: 2:00 P.M.**

This Addendum modifies or clarifies the solicitation documents only to the extent indicated herein, and all portions thereof not specifically affected by the addendum shall remain in full force and effect. All addenda shall be added to and form a part of the Invitation for Bid (IFB) documents.

Item #1	Change: INSTRUCTIONS TO BIDDERS, Section 1.3.1, Solicitation Schedule. The Bids Due and Opened Deadline is hereby changed to January 31, 2020 no later than 2:00 p.m. Also, the Deadline for Questions or Clarification Requests is hereby changed to January 17, 2020 no later than 2:00 p.m.
Item #2	Question: How will the work for the sidewalk, curb, curb and gutter repair be quantified, since there are no quantities identified in the plans? Answer: The bid price will be based upon quantities listed for each line item in the bid. These quantities were derived from prior inspections with the City & County of Honolulu (the "City"). At the start of the work, the City will inspect the work and the contractor will obtain the actual quantities based on the City's inspection at that time. The bid price multiplied by the actual quantities will be the compensation for the work completed under the IFB.
Item #3	Question: Current city standards for paving sections do not match what is provided on the plans. Has the City Department of Planning and Permitting accepted the paving design and specifications? Answer: It was agreed upon with the City that the project shall utilize the existing pavement sections provided in the record drawings which is also provided on the plans.
Item #4	Question: It was noticed that the existing paving includes a fabric in between layers of asphalt, but the plans do not show the fabric. Do we follow the plans? Answer: Yes, follow the plans.

<p>Item #5</p>	<p>Question: What does Item 16 aggregate base course cover?</p> <p>Answer: Line Item No. 16 of the Form of Bid, which refers to Aggregate Base Course, covers soft spots, damaged or deteriorated base or subgrade under the roadway pavement as determined by HHFDC. All other repairs specified in other work items or base or subgrade disturbed by the Contractor shall consider the aggregate base course and subbase incidental to the work.</p>
<p>Item #6</p>	<p>Question: Testing of asphalt is conducted by a test laboratory hired by the contractor. Will the City provide its own testing or will the HHFDC accept the contractor's laboratory test results?</p> <p>Answer: HHFDC will accept the laboratory test results provided by the Contractor, provided that it is done by a certified laboratory.</p>
<p>Item #7</p>	<p>Question: Some specifications call out testing of some areas by nuclear density testing and some areas by CBR for the aggregate base course. The City usually requires CBR testing. Will the City accept nuclear density testing?</p> <p>Answer: The Contractor shall utilize the test methods stated in the specifications.</p>
<p>Item #8</p>	<p>Question: Is the contractor required to trim trees under the allowance or is it incidental to the work? Who determines when to cut the roots in order to correct the sidewalk, curb or curb and gutter and who pays for it?</p> <p>Answer: If the tree roots need to be removed or tree trimming is required at the direction of the arborist hired by the contractor, then the cost of the arborist will be paid for under the allowance, but the cost of the tree root removal and tree trimming will be incidental to the work. If a root barrier is required by the arborist, then the root barrier will be paid for under the allowance. If a tree is required to be removed or relocated, it will also be paid for under the allowance.</p>
<p>Item #9</p>	<p>Question: Is a field office necessary? Since there are many ways of providing this item, suggest that it be converted to an allowance rather than a bid item.</p> <p>Answer: The Estimated Quantities for Line Item No. 21 of the Form of Bid, which references the Field Office, will be converted to a fixed Allowance amount. The field office may not be required under the contract if HHFDC determines that there is no need for it.</p>
<p>Item #10</p>	<p>Question: Who approves traffic control?</p> <p>Answer: HHFDC requires the contractor to obtain a permit from the city for street usage. However, if the permit is denied, HHFDC may waive this permit requirement and accept the contractor's traffic control plan that meets the specifications.</p>
<p>Item #11</p>	<p>Question: The City specs for the asphalt concrete pavement specifies a number 4 rather than a roman numeral IV, where roman numerals are typically State DOT. Should the specs call out the #4 to make sure it is a City AC mix and not a State AC mix?</p>

	<p>Answer: The Contractor shall follow the specifications and plans which call out City Mix #4. Where the plans indicate IV, it shall be changed to #4.</p>
Item #12	<p>Question: The pay quantity for asphalt pavement is measured in tons. There are many variables that could affect the conversion of square yards or cubic yards to tons and it would be difficult to measure payment. Since the paving areas have fixed boundary, suggest converting the pay item from tons to lump sum.</p> <p>Answer: HHFDC will accept quantities for payment based on field measurements of asphalt constructed in place complete rather than truck load tonnage. For example, the areas to be paid shall be measured in square feet multiplied by the asphalt thickness, which will then be converted to tons based on 145 pounds per cubic feet. All other incidental work shall be included in the price of asphalt. For informational purposes, truck tags shall also be submitted to HHFDC.</p>
Item #13	<p>Question: Can the bid deadline be extended since the bid is occurring during the holidays and there is a lot of field verification that needs to be done?</p> <p>Answer: Yes. See Item #1 above.</p>
Item #14	<p>Clarification: Form of Contract, Attachment – S5, Special Conditions. [Item 2] states, “Under ARTICLE 2 – Proposal Requirements and Conditions of the HHFDC General Conditions, modify Section 2.1.1 Notice of Intention to bid, by renaming it to Section 2.1.1 Standard Qualification Questionnaire and by deleting subsections 2.1.1.1 through 2.1.1.5 and 2.1.2.6.” [Is an] INTENT TO BID and Subcontractors Qualification Questionnaire (SQQ) required?</p> <p>Answer: No. These documents are not required, but HHFDC may request that bidders and/or subcontractors submit a “Standard Qualification Questionnaire” after bid opening. See Item #15 below.</p>
Item #15	<p>Change: HHFDC General Conditions, Section 2.1.1.7. This subsection shall be deleted in its entirety and replaced with the following:</p> <p>“The Procurement Officer may, in accordance with Section 103D-310(b), Hawaii Revised Statutes, require the prospective Bidder to submit answers to questions contained in a standard form of questionnaire, such as the Statement of Bidder's Contractor Experience, or other form(s) provided by the Department, properly executed and notarized, setting forth a complete statement of experience of such prospective Bidder and its organization in performing similar work and a statement of equipment proposed to be used, together with adequate proof of the availability of such equipment, at the time advertised for the opening of bids. If the information in the Statement of Bidder's Contractor Experience proves unsatisfactory, the Procurement Officer may require the prospective Bidder to submit answers to questions contained in the Standard Qualification Questionnaire for Prospective Bidders on Public Works Contracts, with detailed financials and other information, after the opening of bids. The questionnaire will be returned to the Bidder after it has served its purpose.</p>

	Whenever it appears from answers to the questionnaire(s) or otherwise, that the prospective offeror is not fully qualified and able to perform the intended work, a written determination of nonresponsibility of an offeror shall be made by the Procurement Officer. The unreasonable failure of an offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such offeror.”
Item #16	<p>Question: Can a Bidder’s bond company provide a standard Surety Bid Bond? Your Mandatory Submittals (Page A-1) does not include pages B-1 to B-2 (Surety Bid Bond Form).</p> <p>Answer: Yes. Pursuant to HAR 3-122-222(a)(1), a “Surety bond underwritten by a company licensed to issue bonds in this State” is acceptable. References to the Surety Bid Bond Form should be changed to “See Appendix” and “pages B-1 to B-2” deleted.</p>
Item #17	<p>Change: Part II – General Requirements, Section 1.03. This section shall be amended to include the following:</p> <p>“O. Furnish and Install two each 2” irrigation schedule 40 PVC conduit across Kealanani Avenue, from outer edge of sidewalk to outer edge of sidewalk, through the median and within the reconstructed subbase of the impressed concrete location. The ends of the conduits shall be indicated with a visible marker at ground surface. Provide pull wire for future irrigation wire installation. Irrigation control wire shall be passable through conduit which shall be free from deleterious materials and debris.”</p>
Item #18	Addition: Form of Bid. Attached is an amended Form of Bid.
Item #19	The sign-in sheet and minutes from the pre-bid conference have been uploaded to HlePRO.

Attachments:

1. Form of Bid

Janice Takahashi, Procurement Officer

END OF ADDENDUM NO. 1

FORM OF BID

FOR FURNISHING LABOR AND MATERIALS REQUIRED FOR

VILLAGES OF KAPOLEI - ROADWAY REHABILITATION

Tax Map Key: 1-9-1-16: 126

JOB NO. 19-012-K85-S

To: Executive Director
Hawaii Housing Finance and Development Corporation (HHFDC)
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

1. The undersigned Bidder, hereby acknowledges visiting or otherwise familiarizing itself with the site of work, being familiar with the conditions under which the work is to be performed and reading the specifications and other solicitation and contract documents relating to Job No. 19-012-K85-S, VILLAGES OF KAPOLEI – ROADWAY REHABILITATION. The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the contract documents for the following price(s) in the form of a grand total lump sum amount noted below (which includes the Hawaii General Excise Tax of four and seven twelve percent (4.712%)).

GRAND TOTAL BASE BID:

_____ DOLLARS (\$_____).

PROPOSAL SCHEDULE

Item No.	Estimated Quantities	Description	Unit Price	Total
1.	L.S.	Mobilization (The cost for demobilization shall be considered incidental to the mobilization cost).		
		Lump Sum		\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
2.	20,000	Reconstruction of cracked, broken or uplifted sidewalks, inclusive of saw cutting, removal and disposal of existing sidewalk and debris, preparation of subgrade, replacement of damaged section of sidewalk, construction of joints, adjustment and reconstruction of existing utility box/manhole frames and covers, coordination with various utility companies and government agencies, surface finishes and all incidentals, in place complete.		
		Sq. Ft.	\$ _____	\$ _____
3.	2,500	Repair of separated sidewalk along joints, inclusive of removal and disposal of soil, debris and vegetation, sealing of separated joints, surface finishes and all incidentals, in place complete.		
		Lin. Ft.	\$ _____	\$ _____
4.	2,000	Repair of miscellaneous cracks within sidewalks, driveways and curb ramps, inclusive of removal and disposal of soil, debris and vegetation, grouting, and all incidentals, in place complete.		
		Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
5.	100	Repair of miscellaneous holes within sidewalks, driveways and curb ramps, inclusive of removal and disposal of soil, debris and vegetation, grouting, surface finishes and all incidentals in place complete.		
		Sq. Ft.	\$ _____	\$ _____
6.	10,850	Repaving of Kama'aha Avenue, Kama'aha Loop and Kealanani Avenue, inclusive of removal and installation of pavement markers, striping and markings, installation and removal of temporary pavement markings, cold planing and disposal of existing pavement, recompact existing aggregate base course, tack coat, hot mix asphalt, removal and installation of vehicle detector loops, adjustment of existing utilities to finished grade, adjustment of existing street monuments to finished grade, asphalt surface treatment, necessary permits and all incidentals, in place complete.		
		Ton	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
7.	12,150	Repaving of Kapolei Parkway, inclusive of removal and installation of pavement markers, striping and markings, installation and removal of temporary pavement markings, cold planing and disposal of existing pavement, recompact existing aggregate base course, tack coat, hot mix asphalt, adjustment of existing utilities to finished grade, adjustment of existing street monuments to finished grade, asphalt surface treatment, necessary permits and all incidentals, in place complete.		
		Ton	\$ _____	\$ _____
8.	1,500	Reconstruction of concrete curb, inclusive of saw cutting, removal and disposal of existing curb and debris, replacement of damaged sections of curb, recompaction of existing select borrow subbase course, add and compaction of aggregate base course, expansion joints, surrounding area restoration, and all incidentals, in place complete.		
		Lin. Ft.	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
9.	1,500	Reconstruction of concrete curb and gutter, inclusive of saw cutting, removal and disposal of existing curb and gutter and debris, replacement of damaged sections of curb and gutter, recompaction of existing select borrow subbase course, add and compaction of aggregate base course, expansion joints, surrounding area restoration, and all incidentals, in place complete.		
		Lin. Ft.	\$ _____	\$ _____
10.	8	Replacement of street light base cover and removal and regrouting of base, inclusive of removal and disposal of damaged sections, replacement of street light base cover, grouting and all incidentals, in place complete.		
		Each	\$ _____	\$ _____
11.	42	Removal and disposal of traffic sign post, inclusive of restoration work and all incidentals, in place complete.		
		Each	\$ _____	\$ _____
12.	54	Installation of new traffic sign post and all incidentals, in place complete.		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
13.	359	Removal and disposal of existing sign, inclusive of all incidentals, in place complete.		
		Each	\$ _____	\$ _____
14.		Traffic signs, including brackets, installation of new signs, and all incidentals, in place complete.		
14a.	39	Speed Limit Signs		
		Each	\$ _____	\$ _____
14b.	52	Advance Intersection Lane Control Signs		
		Each	\$ _____	\$ _____
14c.	57	Bicycle Lane Signs		
		Each	\$ _____	\$ _____
14d.	97	No Parking Signs		
		Each	\$ _____	\$ _____
14e.	34	Street Name Signs		
		Each	\$ _____	\$ _____
14f.	55	Bus Related Signs		
		Each	\$ _____	\$ _____
14g.	141	Miscellaneous Signs		
		Each	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
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Item No.	Estimated Quantities	Description	Unit Price	Total
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15.	51	Repair of catch basin deck. Contractor shall verify catch basin type in the field. Work shall be inclusive of saw cutting, removal and disposal of damaged areas of catch basin deck and debris, replacement of damaged areas of catch basin deck, inclusive of resetting of reinforcing bars and all incidentals, in place complete.		
		Each	\$ _____	\$ _____

16.	1,150	Aggregate Base Course, inclusive of excavation and backfill, subbase course, removal and disposal of old base course, compaction and all incidentals, in place complete.		
		Cu. Yd.	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
17.	L.S.	Demolition, removal and disposal of impressed concrete pavement and repaving of road, inclusive of removal and installation of pavement markers, striping and markings, installation and removal of temporary pavement markings, saw cutting, removal and disposal of impressed concrete pavement, curb and gutter, aggregate base course, select borrow subbase course and existing soil and debris as shown on sheets C009, C010 and C011, furnishing, placement and compaction of select borrow subbase course and aggregate base course as shown on sheets C009, C010 and C011, tack coat, hot mix asphalt, removal and installation of vehicle detector loops, reconstruction of curb and gutter, adjustment of existing utilities to finished grade, adjustment of existing street monuments to finished grade, asphalt surface treatment, and all incidentals, in place complete.		
		Lump Sum		\$ _____
18.	L.S.	Removal of detectable warning surfaces, inclusive of removal and disposal of existing detectable warning surfaces and debris, and all incidentals,		

Item No.	Estimated Quantities	Description	Unit Price	Total
		in place complete.		
		Lump Sum		\$ _____
19.	L.S.	Removal of driveway apron and construction of sidewalk, curb and gutter, and planting strip fronting Kapolei High School, inclusive of saw cutting, demolition, removal and disposal of existing driveway apron and debris, preparation of subgrade, construction of new sidewalk, curb and gutter, and planting strip, add and compaction of aggregate base course, construction of joints, restoration of disturbed area and grassing of new planting strip, surface finishes and all incidentals, in place complete.		
		Lump Sum		\$ _____
20.	L.S.	Traffic Control and all incidentals, in place complete.		
		Lump Sum		\$ _____
21.	L.S.	Field Office, inclusive of equipment, furnishing, supplies, appurtenances and all incidentals, in place complete.		
		Allowance		\$ <u>50,000.00</u>
22.	L.S.	Pre-Construction Site Survey and all incidentals necessary to complete the work.		
		Lump Sum		\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
23.	L.S.	Environmental Pollution Control, requirements and submittals (Per Technical Specifications Section 13) and maintenance of environmental pollution control measures and all necessary work, in place complete.		
		Lump Sum		\$ _____
24.	L.S.	Furnish and Install two (2) each 2" irrigation conduits across Kealanani Avenue, from sidewalk to sidewalk within the reconstructed subbase of the impressed concrete location and all necessary work, in place complete.		
		Lump Sum		\$ _____
25.	Allowance	Furnish and Install Geogrid. Allowance to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>50,000</u>
26.	Allowance	Furnish and Install Woven Geotextile. Allowance to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>50,000</u>
27.	Allowance	Additional Police Officers. Allowance to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>10,000</u>

Item No.	Estimated Quantities	Description	Unit Price	Total
28.	Allowance	Tree Protection and/or Tree Removal, Replacement and Relocation, inclusive of payment for Qualified Arborist, tree protection measures recommended by the arborist, and all incidentals, in place complete. Allowance to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>100,000</u>
29.	Allowance	Archaeological Monitoring and Archaeological Findings Mitigation. Allowance to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>100,000</u>
30.	Allowance	Contingency. Allowance to be used only as directed and approved by the Officer-in-Charge.		
		Allowance		\$ <u>500,000</u>
		Total Sum, Items 1 through 30, inclusive		\$ _____

GRAND TOTAL BID (Item No. 1 through Item No. 30 of the Bid) (which includes the State of Hawaii General Excise Tax of four and one-half percent and markup (4.712%)):

 _____ DOLLARS (\$_____).

2. **Contract Term.** The time of completion for this project shall be approximately 550 calendar days from the date of commencement indicated in the Notice to Proceed. HHFDC may extend the contract term by no more than 180 calendar days at its sole discretion. Any extension of the Contract time shall be mutually agreed upon in writing in the form of a supplemental agreement executed prior to contract expiration.
3. The Bidder shall complete this Bid for all the itemized line items in this Bid. If any or all of itemized line items are removed from the executed contract, the contract time and the contract cost will be adjusted accordingly.
4. In submitting this Bid, it is understood that the award of contract will be made to the lowest responsive and responsible bidder for the GRAND TOTAL BID, subject to the availability of funds.
5. Failure to complete this Bid in its entirety may cause the bid to be considered non-responsive and may result in rejection of this Bid.
6. By submitting this Bid, the undersigned also agrees and/or attests to the following:
 - (a) Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.
 - (b) The information provided by the bidder is accurate to the best of bidder's knowledge and its contracting officer is authorized to contract on behalf of the firm and confirm the stated information.
7. The undersigned also agrees as follows:
 - (a) That the estimated quantities in this Bid are approximate only and are subject to increase or decrease.
 - (b) To complete the work whether the estimated quantities are increased or decreased at the unit prices stated in this Bid.
 - (c) That the estimated quantities in this Bid are only for the purpose of comparing bids offered for the work on a uniform basis, and that the undersigned is satisfied with and will at no time dispute the estimated quantities as a means of comparing the bids.
 - (d) To make no claim for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the material and equipment actually installed and the estimated quantities.
 - (e) That if the UNIT PRICE multiplied by the estimated quantity does not equal the total price of any item in this Bid, the correct total price of the

item shall be the amount arrived at by multiplying the UNIT PRICE by the estimated quantity.

- (f) That for UNIT PRICE items, payment will be made only for the actual number of units completed at the UNIT PRICE.
- (g) That the UNIT PRICE for each item in this Bid includes the cost of all materials, equipment, labor and all other incidental work required for the completion of the work.
- (h) That the basis of comparison will be the Bid.
- (i) That all bids submitted include the State of Hawaii general excise tax of four and one-half percent and markup (4.712%).
- (j) That allowance work will be paid for on a cost-plus twenty percent (20%) for overhead and profit, for work done by the Contractor's own forces, and cost-plus ten percent (10%) for overhead and profit, for work done by the Contractor's subcontractor. Furthermore, the HHFDC may require the Contractor to submit invoices, receipts and/or other information as needed.
- (k) That the liquidated damages for every calendar day of delay in the completion of the work shall be **\$1,000.00** per day as specified in the "Liquidated Damages" section of the Special Conditions.
- (l) Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.
- (m) That HHFDC reserves the right, in its sole discretion, to reject any or all bids.
- (n) That this Bid may not be withdrawn within **one hundred eighty (180)** calendar days subsequent to the opening of bids or any extension of time as may be requested by the Director.
- (o) That upon acceptance of this Bid, the undersigned will enter into, execute and deliver a contract in the prescribed form by HHFDC, and current state and federal tax clearances within ten (10) days after the contract is presented to the undersigned for signature or within such further time as the Director may allow.
- (p) That by submitting this Bid, the undersigned is declaring that if awarded a contract, the undersigned will comply with Section 11-355, Hawaii Revised Statutes, which prohibits campaign contributions from State and

County government contractors during the term of their contract, where the contractor is paid with funds appropriated by a legislative body.

8. Pursuant to section 103D-310(c), HRS, all offerors, upon award of contract, shall comply with all laws governing entities doing business in the State, including HRS Chapters 237, 383, 386, 392, and 393. Offerors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any offeror making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702, HRS. The procuring officer shall verify compliance with this subsection.
9. The following documents shall be attached to this Bid:
 - (a) An affidavit in proof that the undersigned is not in default of any contract with the State of Hawaii.
 - (b) An affidavit in proof that the undersigned has not entered into any collusion with any other person with respect to the submission of this Bid or any other bid for the work.
 - (c) An affidavit in proof that the undersigned has not given or made any agreement to give any gift or gratuity in any form whatsoever to any employee of HHFDC, the employee's relatives or agents.
 - (d) Certification for Safety and Health Programs for Offers in excess of \$100,000, certifying that the undersigned will have a written safety and health plan for this project.
 - (e) Statement of Bidder's Contractor Experience.
 - (f) A valid and Current Hawaii Compliance Express (HCE) Certificate of Vendor Compliance or ALL of the the following items below:
 - Current tax clearances from the Director of the Department of Taxation and the Internal Revenue Service.
 - Certificate of Good Standing from the Department of Commerce and Consumer Affairs.
 - Certificate of Compliance from the Department of Labor and Industrial Relations.
10. By submission of this offer, the Bidder certifies that it has indicated all apprenticeable trades it will employ for this project (excluding subcontractors) by listing all the applicable trades below:

Bidder **must** submit a complete, valid Form1 for each apprenticeable trade indicated above to qualify for the preference.

11. If this solicitation is being conducted on HlePRO, bidder agrees that awards made for this solicitation, if any, shall be done through the HlePRO system and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC (HIC), the vendor administering HlePRO. HIC shall invoice the vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.
12. Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the IFB.
13. Bidder shall designate those portions of the offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR 3-122-30(c) and (d); and the material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.
14. The bidder shall sign the bid form in ink and submit the bid form with the original signature included in the offer. If facsimile or other electronically transmitted bid offer is allowed, and the lowest responsive bid has been submitted accordingly, then the bidder must submit the complete original offer, with the original bid bond, if required, so that it is received within five working days from the notification of intent to award. If bidder fails to comply with this requirement, the procurement officer may reject the facsimile or electronically submitted offer.
15. Receipt of the following addenda (if any) issued by the HHFDC is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 _____ Addendum No. 2 _____

Addendum No. 3 _____ Addendum No. 4 _____

It is understood that failure to receive any such Addendum shall not relieve the Bidder from any obligation of this Proposal.

OFFICIAL ADDRESS

FIRM NAME: _____

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

Project: Villages of Kapolei – Roadway Rehabilitation
Kapolei (Ewa), Oahu, Hawaii

This is to certify that the undersigned understands and agrees to the provisions for liquidated damages contained in the bid to which this acknowledgement is attached, and that submittal of a bid constitutes acceptance of the provision and amount of liquidated damages for delay that shall be assessed at \$1,000 per calendar day.

By: _____

Firm: _____

Date: _____

Failure to submit this form with the bid may be cause for the rejection of bid.

WAGE CERTIFICATE

Project: Villages of Kapolei – Roadway Rehabilitation

The undersigned bidder certifies that in performing the services required for the above project, the services will be performed under the following conditions:

- a. 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. Any construction repair work performed in excess of \$2,000 will require that employees be paid per Chapter 104, Hawaii Revised Statutes, Wages and Hours of Employees on Public Works.
- b. The published Hourly Wage Rate Schedule may be obtained from the Department of Labor and Industrial Relations web site below:

<http://labor.hawaii.gov/rs/home/wages/72-2/>

By: _____

Firm: _____

Date: _____

Failure to submit this form with the bid may be cause for the rejection of the bid.

LISTING OF JOINT CONTRACTORS AND SUBCONTRACTORS

The following shall be attached to and be considered a part of the bid:

The bidder certifies that the following is a complete listing of all joint contractors or subcontractors covered under Hawaii Revised Statutes, Chapter 444, who will be engaged by the bidder on this Project to perform the nature and scope of work indicated pursuant to Hawaii Revised Statutes, section 103D-302 and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The bidder further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this Project and that all other work necessary shall be performed by the bidder with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all the work shall be performed by the bidder with his own employees.

All bidders must be sure that they possess and that the subcontractors listed in the proposal possess all the necessary specialty licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all specialty licenses required to perform the work are set forth in his bid.

(Complete Firm Name and Contractor's License No. and indicate whether Joint Contractor or Subcontractor)

Name of Joint Contractor or Subcontractor	Nature and Scope of Work	License Number and Specialty Classification Number

BIDDER INFORMATION

Bidder must provide the following information:

1. Name of Bidder _____
(company)

Office Address _____

Contact Person _____
2. Bidder acknowledges that it is a (check one):
☐ Hawaii Business
☐ Compliant Non-Hawaii Business
3. Liability coverage is carried by:

Commercial General Liability: _____

4. General/Specialty Contractor License: _____
5. Listed below are the names and addresses of three references for whom the bidder has provided or is currently providing maintenance services similar to the services to be provided herein:

	<u>Agency or Firm</u>	<u>Address</u>	<u>Contact Person</u>
(1)			
(2)			
(3)			

Failure to submit this form with the bid may be cause for rejection of the bid.

CERTIFICATION OF COMPLIANCE

WITH HRS 396-18, SAFETY AND HEALTH PROGRAMS

SUBJECT: Villages of Kapolei – Roadway Rehabilitation
JOB NO. 19-012-K85-S

This is to certify that the undersigned will comply with the requirements of HRS § 396-18, as follows:

- (A) Pursuant to HRS § 396-18, all bids and proposals in excess of \$100,000 shall include a signed certification from the bidder that a written safety and health plan for the job will be available and implemented by the notice to proceed dates of the project. The written safety and health plan shall include:
- 1) A safety and health policy statement reflecting management commitment;
 - 2) A description of the safety and health responsibilities of all levels of management and supervisors on the job, and a statement of accountability appropriate to each;
 - 3) The details of:
 - a. The mechanism for employee involvement in job hazard analysis;
 - b. Hazard identification, including periodic inspections and hazard correction and control;
 - c. Accident and “near-miss” investigations; and
 - d. Evaluations of employee training programs.
 - 4) A plan to encourage employees to report hazards to management as soon as possible and to require management to address these hazards promptly; and
 - 5) A certification by a senior corporate or company manager that the plan is true and correct.
- (B) Failure to submit the required certification may be grounds for disqualification of the bid.
- (C) Failure to have available on site or failure to implement the written safety and health plan by the project’s Notice to Proceed Dates shall be considered willful noncompliance and be sufficient grounds to disqualify the award and terminate the contract.

BIDDER: _____

BY: _____

Signature of Person Authorized to Sign This Bid

Please Print

NAME: _____

TITLE: _____

DATE: _____

Failure to submit this form with the bid may be cause for the rejection of the bid.