

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

APR 19 2016

Date

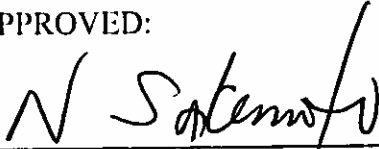
ADDENDUM NO. 3
TO
INVITATION TO BID

IFB-16-HHL-003
ANAHOLA RESERVOIR IMPROVEMENTS PROJECT

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for the ANAHOLA RESERVOIR IMPROVEMENTS PROJECT, IFB-16-HHL-003, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



Norman L. Sakamoto, Acting Administrator
Land Development Division
Department of Hawaiian Home Lands

Please execute and immediately return the receipt below to the Department of Hawaiian Home Lands via facsimile to: (808) 620-9299, Mr. Stewart Matsunaga, Master Planned Community Development Manager, Land Development Division.

Receipt of Addendum No. 3 for ANAHOLA RESERVOIR IMPROVEMENTS PROJECT, IFB No.: IFB-16-HHL-003, is hereby acknowledged.

Print: _____
(Name)

(Title)

Name of Firm/Company

Date

ADDENDUM NO. 3

IFB-16-HHL-003 ANAHOLA RESERVOIR IMPROVEMENTS PROJECT

INCLUSIONS

This Addendum No. 2 shall incorporate:

1. Addendum 3 Cover (IFB-16-HHL-003)
2. Inclusions (Addendum 3)
3. Pre-Bid Meeting Sign-In Sheet (Dated 4-5-16)
4. Responses to Questions (Addendum 3)
5. Bid Offer Form (Addendum 2; Revised 4-18-16)
6. Amend SC-03 Completion Schedule and Liquidated Damages

SIGN-IN SHEET

	Company Name	Name of Representative	Telephone/Fax	E-mail
1	Kiewit Infrastructure West Co.	Marc Simmons	(800) 674-1088	marc.simmons@kiewit.com
2	DHHL - DASH	KAIPO DUNCAN	(808) 389-2906	KAIPO.DUNCAN@HAWAII.GOV
3	Earthworks Pacific	Scott Sheldor	808-246-8808 353/255 808-246-8812	scott@earthworkspacific.com
4	Good Fellow Bros.	MARK KAWAKAMI	808 268 7315	MARK@GOODFELLOWBROS.COM
5	HAWAII PACIFIC FRENCHESS	Denis Wong	808-645-6140	pradep@hpfrenchess.com
6				
7				
8				
9				

SIGN-IN SHEET

	Company Name	Name of Representative	Telephone/Fax	E-mail
1	Bowers + Kubota Bowers + Kubota	Brian Bowers	836-7767	b.bowers@bowersandkubota.com
2	Bowers + Kubota	Steve Tentle	286-5830	stentle@bowersandkubota.com
3	DAHL DAHL	Stewart Matsunaga	603-9283	stewart.matsunaga@benders-vv.com
4	Lyons Assoc.	Jiro Sumada	342-4464	jiro.sumada@lyon.us.com
5	Lyons Assoc	Ken Rappolt	808-220-3012	ken.rappolt@lyon.us.com
6				
7				
8				
9				

**ANAHOLA RESERVOIR IMPROVEMENTS PROJECT
ADDENDUM NO. 3
(IFB-16-HHL-003)**

RESPONSES TO QUESTIONS

Question No.	Category	Specification Section/Sheet #	RFI Question	DHHL Response
1	Erosion Control	Sheet C205	The plansheet calls for a graded gravel envelope for the subdrain. Can we substitute the drainage blanket to fabric instead of gravel rock?	No.
2	Technical Specs	Sheet C900	The typical embankment section calls for 18" grouted rock riprap slope protection, however, specifications call for rock w/geotextile slope protection. Please confirm which is appropriate.	The Specification governs.
3	Technical Specs	Sheet C202, C203	Please provide specifications for 9"-12" rock and boulder rock, if warranted.	See Specification Section 31 37 17. Boulder rocks are generally 1.5 to 3 Ft dia, and would be chinked with smaller stone.
4	Access	N/A	If required will the contactor be allowed to improve the existing routes to the reservoirs which may include modification of the existing roadways and gates to allow construction equipment access to the sites?	Yes.

5	Technical Specs	Section 033200	In place of the shotcrete tunnel lining the contractor is requesting the minimum diameter for each tunnel to evaluate lining the tunnel with pipe and grout. Should the contractor be unable to provide the minimum diameter the contractor is requesting to plug and fill the outlet pipe entrances and install new adjacent pipe sections of equal or better to the existing tunnels.	For Kealia 1 site, the shotcrete tunnel lining will be replaced with a 16" slip lined pipe, grouted in place. For Upper Anahola, your proposal should include shotcrete lining as specified. The contract provisions include procedures for changes if the work cannot be constructed as designed. The contract also contains provisions for "Value Engineering" proposals should you desire to propose alternate methods.
6	Erosion Control	N/A	Does the client have a contact that could provide a water source that the contractor could use for dust control?	No.
7	Technical Specs	Sheet C202, C203	Will the spillway protection boulders need to be grouted?	No.
8	Technical Specs	Sheet C205	Please specify the size of the rock to be used in the grouted riprap for the concrete headwall details.	3" to 8". Follow Hi State DOT Spec Section 508, Cement Rubble Masonry.
9	Technical Specs	Sheet C902	Please specify the size of rock to be used for the plain un-grouted riprap apron.	See Spec Section 313717
10	Notes	Sheet C100	Grading Notes/Temporary Dust Control Measures for Grading: "1. The graded or project site that is cleared of vegetation shall be kept damp with water continuously for seven (7) days a week. At the end of each day, the site shall be sufficiently damped with water on a continual basis so that the site will remain moistened during the nite." The contractor is proposing to revise the language to "The contractor, at his expense shall keep the project area and surrounding area free of dust nuisance. The work shall be in conformance with the air pollution control standards and regulations of the state department of health.	The intent of this note is to prevent fugitive dust from leaving the site. The work will be governed by the terms of the County Grading permit, NPDES Permit and Spec Section 015100. The method by which the requirements are achieved is up to the Contractor.

11	Laydown Area	N/A	Please confirm if construction yard/laydown area will be allowed in the vicinity adjacent to the Kamehameha Preschool and/or near the intersection of Kuhio Highway and Kealia Road.	A mutually agreeable laydown area on DHHL land will be made available when the final scope of the Contract award is determined.
12	Bid Offer	N/A	Please provide the "control amount" for this project.	See Bid Instructions.
13	Bid Offer	N/A	Please clarify order of precedence for awarding Additive Alternates #1 and #2. Will both alternates be awarded individually or together? If individually, will the lower bid amount of the two be selected? Please clarify preference.	Bid Proposal will be revised to reflect one base bid and one additive alternate.
14	Special Conditions	SC-23, Page 9	Will the Contractor be allowed to use the material generated from the 1.0' minimum stripping to improve the roadways into the work areas?	Use of materials is subject to geotech and DHHL CM review for rocks and organic debris.
15	Special Conditions	SC-23, Page 9	Will the Contractor be allowed to use the material generated from the 1.0' minimum stripping as embankment fill on slopes?	Materials shall conform to the specification for embankment in Section 312400 of the Technical Specifications.
16	Technical Specs	312400	Will the Contractor be allowed to deposit on-site, mulch material generated from the clearing and grubbing?	No.
17	Contract Documents	SC-02 a., f. & 7.3.3.	"The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii." Please note, additional insured status is not commercially available on workers compensation. Please confirm it is not DHHL's intent to be named as additional insured on our workers compensation policy.	No exceptions taken.

18	Contract Documents	SC-02 f.	“The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR.” Please note that it is the intent of builders’ risk insurance to cover the entire scope of the work, including work that is subcontracted. It would be cost prohibitive and a duplication of coverage to require subcontractors to procure builders’ risk insurance in addition to the prime contractor’s builders’ risk policy. Please confirm that subcontractors are not required to provide builders’ risk insurance.	No exceptions taken.
19	Contract Documents	7.3.7.5	The General Conditions requires builders’ risk “on an ‘All-Risk’ (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in progress to the full replacement value thereof.” Please note the general conditions require flood, named windstorm and earthquake cover on the builders’ risk policy and the special conditions only require coverage for flood, among other coverages, on the builders’ risk policy. Please verify the contractor will not be required to get coverage for named windstorm and earthquake.	No exceptions taken.
20			Can a specification for the geotextile be provided?	See Specification Section 313500.
21			With regard to clearing and grubbing. Can the material generated during C&G be stockpiled and left on site to save on the cost of off-site trucking and disposal? Perhaps it could be considered wildlife habitat.	No.
22			If excess material exists after cut/fill is complete can the excess material remain on site after being graded to drain to save on the cost of off-site trucking and disposal?	Yes, on the downstream side of the dam, subject to geotechnical review, contractor RFI approval and DHHL's approval of contractor's plan.
23			Will the contractor be allowed to grade the dirt trail to improve travel?	Yes

24			Does DHHL have a source for the rip-rap and boulders required for the project? If a source exists can the location be identified?	No
25			<p>During the pre-bid meeting the bid item for lining the existing tunnel with shotcrete came up and a number thoughts and ideas were expressed during brain storming. At this point the condition of the existing tunnel remains unknown since a video of the interior is not available and the small diameter of the tunnel leads to questions regarding application of shotcrete. Therefore the constructability of shotcrete lining remains in question. Cured In Place Pipe and boring a new outflow were suggested as possible alternatives but a new design is not expected before the bid date. It was also clarified that the new geotechnical report would lead to a 6-9 month review and possible design modification. I would like to suggest the shotcrete lining bid item be changed to an allowance at this point so that the issue of constructability can be addressed as part of the new geotechnical report and review. That would allow the chosen contractor the opportunity to work out possible means and method with the design team. I think it is clear that there needs to be an acceptable plan B in case shotcrete lining isn't feasible.</p>	See Addendum No. 2.
26			Since the missing specification sections have not been distributed will the engineer answer questions regarding those sections after the 15th?	See Addendum No. 2.

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

ANAHOLA RESERVOIR IMPROVEMENTS PROJECT

ANAHOLA, LIHUE, ISLAND OF KAUAI, HAWAII

TAX MAP KEYS:

(4) 4-7-002:004 (PORTIONS)

(4) 4-7-004:002 (PORTIONS)

IFB NO.: IFB-16-HHL-003

ADDENDUM 2

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-16-HHL-003. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-16-HHL-003 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5, concerning wages and hours of employees on public works construction contracts.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: _____

The undersigned represents that it is: **(Check ✓ one only)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

*If Offeror shown above 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:

The following bid is hereby submitted to the Department of Hawaiian Home Lands for the Anahola Reservoir Improvement Project consisting of a Base Bid including Allowance Items, and one additive Alternate Bid.

BASE BID (Total for Items 1, 2 and 3)

1. Decommission Kealia Field 2 Reservoir:

Item	Quantity	Unit	Description	Unit Price	Amount
A1-1.	1	LS	Temporary Facilities and Utilities		
A1-2.	1	LS	Temporary Erosion and Pollution Control Measures, including installation of silt fencing and gravel ingress/egress, in place complete		
A1-3.	2.4	AC	Clearing and Grubbing and Disposal		
A1-4.	1	LS	Remove and cap 240 LF 6" PVC pipe		
A1-5.	9,400	CY	Removal/Cut (unclassified excavation) and Grading to desired final grade including compaction.		
A1-6.	1	LS	Plug and fill outlet pipe entrances.		
A1-7.	1	LS	Remove 220 LF barbed wire fence and posts.		
A1-8.	184	SY	Two layers 12-18" rock channel toe protection.		
A1-9.	3,000	SY	Seeding		
Decommission Kealia Field 2 Subtotal:					

2. Rebuild Kealia Field 1 Reservoir:

Item	Quantity	Unit	Description	Unit Price	Amount
A2-1	1	LS	Temporary Facilities and Utilities		
A2-2	1	LS	Temporary Erosion and Pollution Control Measures, including installation of silt fencing and gravel ingress/egress, in place complete		
A2-3	2.4	AC	Clearing and Grubbing and Disposal		
A2-4	1,011	CY	Removal/Cut (unclassified excavation) and Grading/Levelling to desired final grade including compaction.		
A2-5	2,362	CY	Embankment or Fill materials, in place complete		
A2-6	5,450	SY	Stone Embankment Protection on dam face slopes complete with geotextile fabric. Two layers 9"-12" rock.		
A2-7	277	LF	Gravel underdrain, perforated pipe, and drainage blanket.		
A2-8	1	LS	Drain pipe for underdrain including manhole and headwall in place complete.		
A2-9	105	LF	Slip line and grout outlet tunnel approximately 105 LF.		
A2-10	1	LS	24" diameter HDPE outlet pipe complete with manhole and outlet headwall in place complete.		
A2-11	1,331	LF	Gravel Access road in place complete.		

Item	Quantity	Unit	Description	Unit Price	Amount
A2-12	1	LS	Dam Spillway including concrete sill, stone channel and boulder lining.		
A2-13	1	LS	Outlet works including concrete inlet, foundations, trash screen, sliding outlet gate, steel supported catwalk with security gate.		
A2-14	1	LS	Fencing and cattle gate, complete in place.		
A2-15	5	EA	Warning signs on fence or gate.		
A2-16	1	EA	Warning sign with sign post		
A2-17	2,700	SY	Seeding		
A2-18	1	LS	Set three survey markers		
Rebuild Kealia Field 1 Subtotal:					

3. Allowance Items

Item	Quantity	Unit	Description	Unit Price	Amount
B-1	Allowance		Geotechnical characterization and report for two sites. See Special Conditions.	48,000.00	48,000.00
B-2	Allowance		Historical Documentation for ALL sites. See Special Conditions.	21,000.00	21,000.00
B-3	Allowance		Unforeseen Site Conditions and/or Regulatory Changes	150,000.00	150,000.00
Allowance Items Subtotal:					\$219,000.00

TOTAL FOR BASE BID AND ALLOWANCE ITEMS: _____

**ADDITIVE ALTERNATE
(Rebuild Upper Anahola and Decommission Lower Anahola)**

Additive Alternate #1:

1. Rebuild Upper Anahola Reservoir:

Item	Quantity	Unit	Description	Unit Price	Amount
A1-1.	1	LS	Temporary Facilities and Utilities		
A1-2.	1	LS	Temporary Erosion and Pollution Control Measures, including installation of silt fencing and gravel ingress/egress, in place complete		
A1-3.	2.4	AC	Clearing and Grubbing and Disposal		
A1-4.	1,804	CY	Removal/Cut (unclassified excavation) and Grading/Levelling to desired final grade including compaction.		
A1-5.	2,303	CY	Embankment or Fill materials, in place complete		
A1-6.	2,000	SY	Stone Embankment Protection on dam face slopes complete with geotextile fabric. Two layers 9"-12" rock.		
A1-7.	1	LS	Set three Survey Monuments		
A1-8.	80	LF	Repair 3' x 4' arched outlet tunnel with 3" shotcrete lining.		

Item	Quantity	Unit	Description	Unit Price	Amount
A1-9.	1	LS	55 LF 24" diameter HDPE outlet pipe complete with outlet headwall and toe stone in place complete.		
A1-10.	1,420	SY	6" thick Gravel Access road in place complete.		
A1-11.	1	LS	Dam Spillway including concrete sill, stone channel and boulder lining.		
A1-12.	1	LS	Outlet works including concrete inlet, foundations, trash screen, sliding outlet gate, steel supported catwalk with security gate.		
A1-13.	300	LF	Barbed wire Fencing		
A1-14.	1	LS	Swing gate, complete in place.		
A1-15.	1	EA	Warning signs on fence or gate.		
A1-16.	2	EA	Warning sign with sign post		
A1-17.	3,000	SY	Seeding		
Rebuild Upper Anahola Reservoir Subtotal:					

Additive Alternate #2

2. Decommission Lower Anahola Reservoir

Item	Quantity	Unit	Description	Unit Price	Amount
A2-1	1	LS	Temporary Facilities and Utilities		

Item	Quantity	Unit	Description	Unit Price	Amount
A2-2	1	LS	Temporary Erosion and Pollution Control Measures, including installation of silt fencing and gravel ingress/egress, in place complete		
A2-3	2.4	AC	Clearing and Grubbing and Disposal		
A2-4	1	LS	Remove and cap 240 LF 6" PVC pipe		
A2-5	10,172	CY	Removal/Cut (unclassified excavation) and Grading to desired final grade including compaction.		
A2-6	1	LS	Plug and fill outlet pipe entrances.		
A2-7	1	LS	Remove 220 LF barbed wire fence and posts.		
A2-8	184	SY	Two layers 12-18" rock channel toe protection.		
A2-9	3,000	SY	Seeding		
Decommission Lower Anahola Subtotal:					

TOTAL FOR ADDITIVE ALTERNATE BID (Upper & Lower Anahola): _____

BID SUMMARY

TOTAL BASE BID (Kealia Fields 1 and 2 and Allowance Items): _____

TOTAL ADDITIVE ALTERNATE (Upper Anahola and Lower Anahola): _____

TOTAL SUM BID: _____

TOTAL SUM BID = _____

_____ Dollars (\$_____).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Eighteen Months (540) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted. See Special Provisions for Phasing.

HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, under Toolbox/QuickLinks click on Goods, Services and Construction, then click on Goods, Services and Construction for Vendors, Contractors and Service Providers, under Preferences, click on Preferences pursuant to HRS 103D Part X including Hawaii Products, then click on Preference for Hawaii Products, and select *Hawaii Products List* to view.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov/all-forms/>. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than the due date and time for the 'Notice of Intention to Bid'. Submittal by facsimile (808 620-9299) or E-mail to: Stewart.t.matsunaga@hawaii.gov, is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. 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.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the 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.
 - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the bidder will employ to perform the work;
3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED*

APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

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 total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
 - a. It is in the best interest of the State;
 - b. Funds are available at time of the award; and
 - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, 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 one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm 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.

- 9) Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

	Date		Date
Addendum No. 1	_____	Addendum No. 5	_____
Addendum No. 2	_____	Addendum No. 6	_____
Addendum No. 3	_____	Addendum No. 7	_____
Addendum No. 4	_____	Addendum No. 8	_____

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

Bid Security in the amount of: _____

_____ DOLLARS (\$ _____)

as required by law, is enclosed herewith in the form of:

- | | |
|--|---|
| <input type="checkbox"/> Surety Bond (*1) | <input type="checkbox"/> Official Check (*3) |
| <input type="checkbox"/> Legal Tender (*2) | <input type="checkbox"/> Share Certificate (*3) |
| <input type="checkbox"/> Cashier's Check (*3) | <input type="checkbox"/> Teller's Check (*3) |
| <input type="checkbox"/> Certificate of Deposit (*3) | <input type="checkbox"/> Treasurer's Check (*3) |
| <input type="checkbox"/> Certified Check (*3) | |

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

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 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 of 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. **BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.**

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation _____, Hawaii, on _____ day of _____, 20____, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position(s) of _____, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said

_____ this ____ day of _____, 20_____.

Secretary

END OF BID

ADDENDUM 3
IFB-16-HHL-003

REPLACE:

Attachment - S5 SPECIAL CONDITIONS

SC -03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified in the Contract Documents, subject to extensions, as may be granted.

Should the contract be awarded for the Base Bid of Kealia 1 and Kealia 2, plus Allowances, then the Time of Performance for this contract shall be Twelve (12) months (365 calendar days) from the effective date specified in the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing.

Should the contract be awarded for the Base Bid of Kealia 1 and Kealia 2, plus Allowances and Additive Alternate Upper Anahola and Lower Anahola, then the Time of Performance for this contract shall be Eighteen (18) months (540 calendar days) from the effective date specified in the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, One Thousand Dollars and 00/00 cents (\$1,000.00) per calendar day for each day that the project, in its entirety, remains incomplete.