

DEPARTMENT OF HAWAIIAN HOME LANDS
STATE OF HAWAII

February 2, 2015

ADDENDUM NO. 1

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

TASK ORDER 13 WAIMANALO DRAINAGE CHANNEL CLEANING

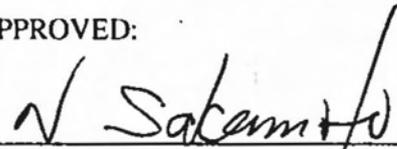
IFB NO.: IFB-15-HHL-018

WAIMANALO, OAHU, HAWAII

NOTICE TO ALL PROSPECTIVE BIDDERS

This addendum is hereby made a part of the PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND for the TASK ORDER 13 – WAIMANALO DRAINAGE CHANNEL CLEANING, WAIMANALO, OAHU, HAWAII, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



Norman Sakamoto, Acting Administrator
Land Development Division

Date February 2, 2015

Please detach, execute, and return immediately, the receipt below, to the Department of Hawaiian Home Lands, P. O. Box 1879, Honolulu, HI 96805, or transmit facsimile to (808) 620-9299.

Receipt of Addendum No. 1 for the TASK ORDER 13 – WAIMANALO DRAINAGE CHANNEL CLEANING, WAIMANALO, OAHU, HAWAII, is hereby acknowledged.

Signed _____

Title _____

Firm _____

Date _____

ADDENDUM NO. 1
FEBRUARY 2, 2015

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

TASK ORDER 13 WAIMANALO DRAINAGE CHANNEL CLEANING

WAIMANALO, OAHU, HAWAII

IFB NO.: IFB-15-HHL-018

ITEM NO. 1 – PRE-BID SITE VISIT SIGN-IN SHEET AND NOTES

A Pre-bid site visit was held at the corner of Huli Street and Ala Koa Street, in Waimanalo on January 22, 2015 at 9:30 am. The notes have been incorporated into this Addendum. The sign-in sheet is attached to **ADDENDUM NO. 1 (February 2, 2015)**.

ITEM NO. 2 – SCOPE OF WORK

Include the “SCOPE OF WORK” attached to **ADDENDUM NO. 1 (February 2, 2015)**.

ITEM NO. 3 – MAP

Replace the existing maps in their entirety with the MAP attached to **ADDENDUM NO. 1 (February 2, 2015)**. The following changes were made:

Separated the drainage channel into Section 1, Section 2 and Section 3.

ITEM NO. 4 - BID OFFER FORM

Replace the entire “BID OFFER FORM” with the “BID OFFER FORM” attached to **ADDENDUM NO. 1 (February 2, 2015)**. The following changes have been made:

- a. Page 3: Delete line item no. 1 Mobilization
- b. Page 3: Delete line item no. 2 Demobilization
- c. Page 3: Separate line item no. 3 into the new line items 1, 2 and 3

ITEM NO. 5 – SPECIAL CONDITIONS

Replace the entire “SPECIAL CONDITIONS” with the “SPECIAL CONDITIONS” attached to **ADDENDUM NO. 1 (February 2, 2015)**. See revised SC-06 ALLOWANCES.

ITEM NO. 6 – DELETE BID BOND

The DHHL is not requiring a security bid bond for this project. However payment and performance bonds are still required.

ITEM NO. 7 – PERMIT EXEMPTION TABLE

This project is exempt from obtaining the necessary permits for the work being done.

<u>Government Department</u>	<u>Status</u>
Federal	
US Army Corps of Engineers Section 404	Exempt
State	
CWRM – Stream Alteration Permit	Exempt
Chapter 343 Environmental Review	Exempt
DOH – NPDES Permit	Exempt
DOH – Section 401 Permit	Exempt
City and County of Honolulu	
SMA Permit (ROH Chapter 25 – 1.3	Exempt

<u>Name / Company</u>	<u>Ph. #</u>	<u>Email</u>
CHARLES HIGBEE / EBD	479-0980	CHUCKH@EBDHI.COM
SHREWOOD'S TREE	MARK 271-3692	markapauld@ymail.com
Janra Broad	343 8234	allstar.kimo@gmail.com
KIMO GISD	808-381-5652	
Jody Solbach (Paradise Properties Inc)	699-7551	jsolbach1@gmail.com
MARK LEON - Sunshine Landscape	551-5082	Himalaya @ Hawaii RR.COM
Stephen Wong RHB Lee Inc	451-9026	stephenwong@rhllee.com
ALL TREE SERVICES, INC Terry	864-3558	Terry@ALLTREE Services.com
ROBERT DALINOC	330-2369	DALINOC GENERAL MAINTENANCE & LANDSCAPING LLC
		DGM LLC @ YAHOO.COM

TASK ORDER 13 WAIMANALO DRAINAGE CHANNEL CLEANING
IFB-15-HHL-018

SCOPE OF WORK

PART 1 – GENERAL REQUIREMENTS

1.01 GENERAL PROVISIONS

The General Conditions of the Contract and any Supplementary Conditions as agreed upon between the DHHL and the Contractor are a part of this Contract and shall govern the work.

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

The Project consists of furnishing all labor, equipment, supplies, materials and supervision to satisfactorily clean the existing concrete-lined drainage channel located in Waimanalo, Oahu, Hawaii as follows:

A. SECTION 1 - CONCRETE DRAINAGE EASEMENT(See Map)

The Contractor shall render the following services in the manner directed by the State:

1. Apply Rodeo Herbicide within the drainage area plus 1 foot along outside of fence on both sides of the fence prior to clearing and grubbing.
2. Re apply Rodeo Herbicide at the end of the 60 day maintenance period per manufacturers specifications.
3. Remove any trees, shrubs, and brush growing/protruding through the fence.
4. Cut back 1 foot from exterior of the fence line straight up, daylight through the canopy.
5. Cuttings and organic debris in Section 1 may be thrown over the fence on the mountain side of the ditch at least three feet from the fence line.
6. DHHL will coordinate with lessee for access to the concrete drainage easement.
7. Approximately 1,200 feet x 8 feet

B. SECTION 2 – CONCRETE DRAINAGE CHANNEL (See Map)

The Contractor shall render the following services in the manner directed by the State:

1. Apply Rodeo Herbicide on any vegetation growing within the drainage channel from fence line to fence line prior to clearing and grubbing.
2. Re apply Rodeo Herbicide at the end of the 60 day maintenance period per manufacturer specifications.
3. Remove any trees, shrubs, and brush growing/protruding through the fence.

4. Remove any non organic items contained in the channel (i.e. shopping carts, automobile parts, mattresses, etc.)
5. Remove any vegetation that is growing out of the concrete. Apply Rodeo Herbicide to prevent re-growth.
6. Remove any vegetation up to 2 feet into the lateral pipes. Apply Rodeo Herbicide to prevent re-growth. The lateral pipes vary in size.
7. Cut back 1 foot from exterior of the fence line straight up, daylight through the canopy.
8. All organic and non-organic debris in Section 2 shall be disposed of at an approved land fill.
9. Approximately 30 tons of dirt and rock must be removed to gain access to the concrete drainage channel.
10. Approximately 2,215 feet x 20 feet

C. SECTION 3 – CONCRETE DRAINAGE CHANNEL FROM HULI STREET BRIDGE TO KALANIANA'OLE HIGHWAY (See Map)

The Contractor shall render the following services in the manner directed by the State:

1. Apply Rodeo Herbicide on any vegetation growing within the drainage channel from fence line to fence line prior to clearing an drubbing.
2. Re apply Rodeo Herbicide at the end of the 60 day maintenance period per manufacturer specifications.
3. Remove any trees, shrubs, and brush growing/protruding through the fence.
4. Remove any non organic items contained in the channel (i.e. shopping carts, automobile parts, mattresses, etc.)
5. Remove any vegetation up to 2 feet into the lateral pipes. Apply Rodeo Herbicide to prevent re-growth.
6. Remove any vegetation up to 2 feet into the lateral pipes. Apply Rodeo Herbicide to prevent re-growth. The lateral pipes vary in size.
7. Cut back 1 foot from exterior of the fence line straight up, daylight through the canopy.
8. All organic and non-organic debris in Section 3 shall be disposed of at an approved land fill.
9. Approximately 600 feet x 20 feet

D. TESTING OF SOILS AND DISPOSAL OF ORGANIC AND NON-ORGANIC ITEMS

The Contractor shall render the following services in the manner directed by the State:

1. Proposed disposal submittal shall be turned in prior to NTP.
2. Lab verified, sample testing shall be conducted over the entire job site with a Verifiable Chain of Custody & Manifests
3. The Contractor shall test for Volatiles, Semi-Volatiles, Petroleum, PCB's, Heavy Metals, etc.

4. The debris shall become the property of the Contractor and shall be disposed of in strict compliance with existing rules and regulations of the Federal, State and other environmental protection agencies. Contractor shall be responsible for any required permits, all hauling, and disposal fees for all organic materials, and shall be provided at no additional cost to the State.
5. Best Management Practices shall be followed closely at all times.

1.03 DESCRIPTION

- A. The Contractor shall furnish all supervision, licenses, transportation, labor, equipment and materials as necessary to perform the following tasks:
 1. All equipment shall be of such type as to accurately and effectively perform the task intended and to cause no hazards or danger to the properties, residents, and pedestrians of Waimanalo while doing so. Equipment shall be maintained in good condition so as not to produce excessive noise or noxious fumes beyond normal function.
 2. All materials used shall be of such type and quality as to accurately and effectively perform as intended and shall do so without damage to the properties or danger to the tenants and pedestrians.
 3. All personnel employed by the Contractor shall be thoroughly and correctly trained by the Contractor. The Contractor shall be responsible for all safety training of its employees and its subcontractors.
 4. The Contractor shall provide qualified supervision to direct all contracted personnel and maintenance operations at all times.
 5. All chemicals will be applied by licensed personnel only.
 6. Rodeo Herbicide shall always be applied in strict accordance with manufacturer's directions. Where alternate products are available, the Contractor must present optional products to the DHHL to compare environmental impacts on each product.
 7. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
 8. All organic and non-organic debris shall be removed from the site at the end of each day at the Contractor's expense.
- B. The Contractor shall adhere to the State Department of Health, State Department of Agriculture, and U.S. Department of Agriculture Regulations for Commercial Application of Herbicides.

1. All herbicide applicators shall be licensed or directly supervised by a licensed applicator. All licenses shall be for commercial application and shall be updated with the current category.
2. The Contractor shall inform the DHHL of the herbicides and other chemical applications to be used prior to application. The Contractor shall submit copies of product data sheets, labels, and material safety data sheets of all chemicals applications to be used by the Contractor. The Contractor shall provide a minimum two weeks written notice prior to any chemical application.
3. Upon completion of each chemical application, the applicator shall record all information on a data sheet and submit on a monthly basis to the DHHL.
4. The Contractor shall not perform work not called for in this Contract without the request and approval by the Chairman of the DHHL. Extras shall be submitted as a written proposal showing the itemized cost of labor, equipment and materials.

PART 2 – PRODUCTS

2.01 HERBICIDES AND WEED CONTROL

The Contractor will apply Rodeo Herbicide or approved equal. Rodeo Herbicide to be applied as required in Section 1, Section 2 and Section 3 of the scope of work.

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

BID OFFER FORM FOR

TASK ORDER 13 WAIMANALO DRAINAGE CHANNEL CLEANING

WAIMANALO, ISLAND OF OAHU, HAWAII

IFB No.: IFB-15-HHL-018

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 Interim General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-15-HHL-018 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-15-HHL-018 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.
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 for Task Order 13 Waimanalo Drainage Channel Cleaning for the Department of Hawaiian Home Lands.

Item No.	Est. Qty.	Description	Total
1.	L.S.	Section 1: Clearance of all organic material & vegetation of existing concrete drainage easement. Price paid lump sum shall include the incidentals to perform the work in place complete. Lump Sum	_____
2.	L.S.	Section 2: Clearance of all organic material & vegetation of existing concrete-lined drainage channel. Price paid lump sum shall include incidentals to perform the work in place complete. Lump Sum	_____
3.	L.S.	Section 3: Clearance of all organic Material & vegetation of existing Concrete-lined drainage channel. Price paid lump sum shall include Incidentals to perform the work in Place complete. Lump Sum	_____
4.		Allowance (See Special Condition SC-06)	\$ 45,000.00

GRAND TOTAL (ITEMS 1, 2, 3, & 4): _____ 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.

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://hawaii.gov/spo> under the 'Toolbox/QuickLinks' menu; click on 'SPO Forms' then click on 'Forms for Vendors, Contractors, and Service Providers'. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **4:00 p.m., Monday, January 26, 2015**. Submittal by facsimile (808 620-9299) 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 by **4:00 p.m., Monday, February 2, 2015**.

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.

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.
- 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.
- 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.

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



STATE OF HAWAII
SPECIAL CONDITIONS

Project: Task Order 13 Waimanalo Drainage Channel Cleaning
Location: Waimanalo, Island of Oahu, Hawaii
Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. "Contract" and "Agreement".
- b. "Department of Hawaiian Home Lands" "Department" "DHHL" and "STATE".

SC-02 INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Construction General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any subcontractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
Builder's Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value
Fire and extended coverage	100% Replacement Value



STATE OF HAWAII
SPECIAL CONDITIONS

Malicious Mischief	100% Replacement Value
Flood Insurance , if applicable	Maximum Coverage available

- a. 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. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any subcontractor.

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before 120 calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



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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, \$200.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

SC-05 SURVEYING SERVICES

The Contractor shall determine if any surveying services are required. Any surveying services shall be considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

If applicable, include specific instructions. For example, upon completion, the Contractor shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Project Representative. The as-built plan shall be incidental to the contract. No separate payment shall be made.

SC-06 ALLOWANCES

Allowances will cover the following items:

- A. Dirt/Sludge testing for hazardous material.
- B. Disposal of non-organic material to an approved land fill (i.e. automobiles parts, mattresses, shopping carts, etc.)
- C. Remove/disposal of organic material, to an approved land fill, found in dirt drainage canal (approximately 250 feet x 40 feet of existing dirt drainage canal) based on time and material.

For additional organic materials Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

Allowances specifically set aside for construction work and materials will be negotiated



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when the scope of work is determined. Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-07 PERMITS AND FEES

Contractor shall apply and pay for all permits and inspection fees as required by all governmental agencies having jurisdiction over this project.

SC-08 COORDINATION WITH OTHER PARTIES

The Contractor shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies.

SC-09 CONTRACTOR'S LICENSING

It is the Contractor's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the Contractor does not hold all of the licenses required to perform a particular item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-10 WATER CHARGES AND REQUIREMENTS

The Contractor shall be solely responsible for obtaining water to meet any requirements of the contract. Unless otherwise indicated or provided for, any work, costs, charges and fees necessary to obtain water for this contract shall not be paid for separately but shall be considered incidental to the various contract items; no separate or additional payment will be made therefore.

SC-11 SOIL AND DUST CONTROL

To control the dust during construction, the Contractor shall have an adequate supply of water for dust control and if necessary, moisture conditioning of fill material at all times. The Contractor shall institute an erosion control program and dust control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.

SC-12 COMPLIANCE WITH COPELAND "ANTI KICKBACK" ACT

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.



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SC-13 ENERGY EFFICIENCY

The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

SC-14 FINAL INSPECTION

Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the City & County of Honolulu, and other applicable government agencies. Once work has been satisfactorily completed, the City, accompanied by the Department and Construction Inspector, will make the final inspection of the work to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.

The CONTRACTOR shall therefore schedule the final inspection with the Board of Water Supply of the City & County of Honolulu, and notify the Department's Project Manager one week prior to said inspection.

Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of the Department's right to subsequently require CONTRACTOR to complete all unfinished or defective work to the satisfaction of the Department.

SC-15 GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Interim General Conditions shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13)

SC-16: CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions 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.

SC-17: INADVERTENT DISCOVERY OF HUMAN BURIALS

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, DHHL, and Office of Hawaiian Affairs.

DHHL shall provide the CONTRACTOR with a Supplemental Agreement for additional time added to the CONTRACTOR's performance schedule for the mitigation of any inadvertent discovery of human remains.



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SC-18: STATE GENERAL EXCISE TAX

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall include the General Excise Tax for all work.