

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

APR 09 2015

Date

**ADDENDUM NO. 2
TO
INVITATION FOR BIDS**

**IFB-15-HHL-007
LANAI LANDSCAPE MAINTENANCE**

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Lanai Landscape Maintenance, IFB-15-HHL-007, 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. 2 for Lanai Landscape Maintenance, Invitation for Bids No.: IFB-15-HHL-007, is hereby acknowledged.

Signature

Print Name

Title

Name of Firm/Company

Date

ADDENDUM NO. 2

IFB NO.: IFB-15-HHL-007 Lanai Landscape Maintenance

INCLUSIONS

This Addendum No. 2 shall incorporate the following amendments to IFB-15-HHL-007:

1. The following revised forms shall replace the ones originally provided in the 'Sample Contract Forms' section of the Invitation for Bids (IFB):
 - A. Contract for Goods or Services, Pages 1 and 2. Changes to the Contract Form include:
 - 1) Item 4. Individual boxes for the performance and payment bonds have been selected in place of the combined 'Performance and Payment Bond' option. The State Procurement Office is currently not accepting combination performance and payment bonds; And,
 - 2) Item 7. Liquidated Damages. Liquidated damages has been reduced from \$1,000 per day to \$200 per day.
 - B. Special Conditions. The special conditions in the IFB shall be replaced in its entirety with the Revised Special Conditions provided herein.
- 2.. The Maintenance Wage Rate Determination (MWRD) HUD 52158 (Rev. 3/31/15), as amended in Addendum No. 1 (IFB-15-HHL-007), published on March 31, 2015, shall be supplemented with the attached recitation of Chapter 103-55, Hawaii Revised Statutes and 'Maintenance Wage Rate Schedule for Service Contract' that provides the State's prevailing wage schedule up to March 31, 2018, per the State of Hawaii's contract with Bargaining Units 01 and 02.



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, _____ Department of Hawaiian Home Lands _____,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its _____ Chairman, Hawaiian Homes Commission _____,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 _____
 _____ and _____
 ("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of _____ Hawaii _____, whose business address and federal
 and state taxpayer identification numbers are as follows: _____

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
- B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
- E. Pursuant to _____ HHCA of 1920 _____, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
 (1) Section 62, Act 162, SLH 2009 _____
(Identify state sources)
 or (2) _____
(Identify federal sources)
 or both, in the following amounts: State \$ _____
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-15-HHL-007 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
- 2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Two Hundred and 00/100 _____ DOLLARS (\$ 200.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII
SPECIAL CONDITIONS

Project: Landscape Maintenance for Lanai Scattered Lots, Phases 1 and 2A Subdivisions
Location: Lanai City, Lanai, 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 |



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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.



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SC-03 PROCESS THROUGH DHHL

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

SC-04 ALLOWANCES

The proposal may contain payment items designated as allowances. 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 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-05 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-06 SOIL AND DUST CONTROL

The CONTRACTOR shall institute a dust and airborne debris control program to minimize airborne fugitive dust nuisance, respectively for the entire duration of this project.

SC-07 GENERAL CONDITIONS

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

SC-08 STATUTORY REQUIREMENTS OF SECTION 103.55, HRS

Contractor shall complete and submit a wage certification form by which Contractor certifies that the services required will be performed pursuant to Section 103.55, HRS, as amended.



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Section 103.55, HRS, provides that services in excess of \$25,000 shall be performed with wages not less than that which is paid to public officers and employees for similar work. Contractors are further advised that they are obligated to provide wages no less than prevailing wage rates in the event of wage rates increase for public employees performing similar work during the contract period.

All applicable laws of the Federal and State Governments relating to Worker's Compensation, Unemployment Compensation, payment of wages and safety will be complied with.

Contractor shall notify its employees performing work under this contract of the provisions under Section 103.55, HRS, and of the current wage rate(s) for public employees performing similar work. Contractor shall post a notice of this provision in the Contractor's place of business accessible to all employees, or include a copy of such notice with each paycheck or pay envelope furnished to the employee.

Class Specifications and Maintenance Wage Rate Schedule for State positions were incorporated as part of the Invitation for Bids document to assist in determining whether the work to be engaged under this contract are similar to job descriptions for public employees.

SC-09 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-10 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, Office of Hawaiian Affairs and the Maui - Lanai Islands Burial Council.

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.

SC-11 FIRE PREVENTION PLAN

The site is dry and subject to fires. As such, the CONTRACTOR shall prepare a Comprehensive Fire Prevention Plan, post the regulations clearly at the site and enforce the plan.



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SC-12 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.



State of Hawai'i

Chapter 103, Section 103-55 Hawaii Revised Statute

§103-55 Wages, hours, and working conditions of employees of contractors performing services.

(a) Before any offeror enters into a contract to perform services in excess of \$25,000 for any governmental agency, the offeror shall certify that the services to be performed will be performed under the following conditions:

Wages. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. Compliance with labor laws. 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.

(b) No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of contract to perform services shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Final payment of a contract or release of bonds or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.



**State of Hawai'i
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
State Office Tower
Honolulu, Hawai'i 96813**

April 1, 2015

MAINTENANCE WAGE RATE SCHEDULE FOR SERVICE CONTRACT

This schedule of wage rates contained herein is recognized by the Department of Human Resources Development to be prevailing on public maintenance services work for the purposes of Chapter 103, Section 103-55, Hawai'i Revised Statutes. The schedule of wage rates determines the applicable wage determination for each classification and does not impose any staffing requirements for any classification. The schedule of wage rates is applicable only to those laborers and mechanics employed at the site of work.

As required by law, future wage rates for laborers and mechanics are incorporated into this bulletin based on available information and are subject to change. Whenever the Director determines that the prevailing wage has increased as shown in the wage rate schedule, the contractor must increase the wages accordingly during the performance of the contract.

The Maintenance Schedule is based on the Bargaining Unit 01, Blue Collar Plan, who are covered by a collective bargaining agreements registered Department of Human Resources Development and is recognized by the State Department of Labor and Industrial Relations.

Questions on the schedule should be referred to the Department of Hawaiian Home Lands, Land Development Division Office at (808) 620-9287.

State of Hawaii Maintenance Wage Rate Schedule for Service Contract

| BU | Classification | Effective Date: 4/01/15 | | | Effective Date: 10/01/15 | | | Effective Date: 04/01/16 | | | Effective Date: 10/01/16 | | | Effective Date: 04/01/17 | | |
|----|---|-------------------------|-------------------|--------------------|--------------------------|-------------------|--------------------|--------------------------|-------------------|--------------------|--------------------------|-------------------|--------------------|--------------------------|-------------------|--------------------|
| | | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate |
| 01 | BUILDING MAINTENANCE WORKER I | \$ 29.24 | \$ 23.18 | \$ 6.06 | \$ 29.80 | \$ 23.64 | \$ 6.16 | \$ 30.38 | \$ 24.12 | \$ 6.26 | \$ 30.96 | \$ 24.60 | \$ 6.36 | \$ 31.55 | \$ 25.09 | \$ 6.46 |
| 01 | BUILDING MAINTENANCE WORKER II | \$ 30.96 | \$ 24.60 | \$ 6.36 | \$ 31.56 | \$ 25.09 | \$ 6.47 | \$ 32.16 | \$ 25.59 | \$ 6.57 | \$ 32.79 | \$ 26.11 | \$ 6.68 | \$ 33.41 | \$ 26.63 | \$ 6.78 |
| 01 | CARPENTER I | \$ 29.24 | \$ 23.18 | \$ 6.06 | \$ 29.80 | \$ 23.64 | \$ 6.16 | \$ 30.38 | \$ 24.12 | \$ 6.26 | \$ 30.96 | \$ 24.60 | \$ 6.36 | \$ 31.55 | \$ 25.09 | \$ 6.46 |
| 01 | ELECTRICIAN I | \$ 30.31 | \$ 24.06 | \$ 6.25 | \$ 30.89 | \$ 24.54 | \$ 6.35 | \$ 31.47 | \$ 25.03 | \$ 6.44 | \$ 32.08 | \$ 25.53 | \$ 6.55 | \$ 32.70 | \$ 26.05 | \$ 6.65 |
| 01 | EQUIPMENT OPERATOR III | \$ 29.24 | \$ 23.18 | \$ 6.06 | \$ 29.80 | \$ 23.64 | \$ 6.16 | \$ 30.38 | \$ 24.12 | \$ 6.26 | \$ 30.96 | \$ 24.60 | \$ 6.36 | \$ 31.55 | \$ 25.09 | \$ 6.46 |
| 01 | GENERAL LABORER I | \$ 22.11 | \$ 17.29 | \$ 4.82 | \$ 22.53 | \$ 17.64 | \$ 4.89 | \$ 22.94 | \$ 17.99 | \$ 4.95 | \$ 23.38 | \$ 18.35 | \$ 5.03 | \$ 23.83 | \$ 18.72 | \$ 5.11 |
| 01 | GENERAL LABORER II | \$ 22.70 | \$ 17.78 | \$ 4.92 | \$ 23.12 | \$ 18.13 | \$ 4.99 | \$ 23.56 | \$ 18.50 | \$ 5.06 | \$ 24.00 | \$ 18.87 | \$ 5.13 | \$ 24.45 | \$ 19.24 | \$ 5.21 |
| 01 | HEAVY TRUCK DRIVER | \$ 26.36 | \$ 20.80 | \$ 5.56 | \$ 26.87 | \$ 21.22 | \$ 5.65 | \$ 27.38 | \$ 21.65 | \$ 5.73 | \$ 27.89 | \$ 22.08 | \$ 5.81 | \$ 28.44 | \$ 22.52 | \$ 5.92 |
| 01 | MASON | \$ 30.31 | \$ 24.06 | \$ 6.25 | \$ 30.31 | \$ 24.06 | \$ 6.25 | \$ 31.47 | \$ 25.03 | \$ 6.44 | \$ 30.29 | \$ 24.06 | \$ 6.23 | \$ 30.29 | \$ 24.06 | \$ 6.23 |
| 01 | PAINTER I | \$ 29.24 | \$ 23.18 | \$ 6.06 | \$ 29.80 | \$ 23.64 | \$ 6.16 | \$ 30.38 | \$ 24.12 | \$ 6.26 | \$ 30.96 | \$ 24.60 | \$ 6.36 | \$ 31.55 | \$ 25.09 | \$ 6.46 |
| 01 | PLUMBER I | \$ 30.31 | \$ 24.06 | \$ 6.25 | \$ 30.89 | \$ 24.54 | \$ 6.35 | \$ 30.88 | \$ 24.54 | \$ 6.34 | \$ 32.08 | \$ 25.53 | \$ 6.55 | \$ 32.08 | \$ 25.53 | \$ 6.55 |
| 01 | TREE TRIMMER | \$ 26.36 | \$ 20.80 | \$ 5.56 | \$ 26.36 | \$ 20.80 | \$ 5.56 | \$ 27.38 | \$ 21.65 | \$ 5.73 | \$ 27.89 | \$ 22.08 | \$ 5.81 | \$ 28.44 | \$ 22.52 | \$ 5.92 |
| 01 | TREE TRIMMER TRUCK DRIVER | \$ 24.46 | \$ 19.23 | \$ 5.23 | \$ 24.93 | \$ 19.62 | \$ 5.31 | \$ 25.40 | \$ 20.01 | \$ 5.39 | \$ 25.88 | \$ 20.41 | \$ 5.47 | \$ 26.37 | \$ 20.82 | \$ 5.55 |
| 01 | TRUCK DRIVER | \$ 25.39 | \$ 20.00 | \$ 5.39 | \$ 25.87 | \$ 20.40 | \$ 5.47 | \$ 26.36 | \$ 20.81 | \$ 5.55 | \$ 26.86 | \$ 21.23 | \$ 5.63 | \$ 27.38 | \$ 21.65 | \$ 5.73 |
| 01 | WELDER I | \$ 30.31 | \$ 24.06 | \$ 6.25 | \$ 30.89 | \$ 24.54 | \$ 6.35 | \$ 31.47 | \$ 25.03 | \$ 6.44 | \$ 32.08 | \$ 25.53 | \$ 6.55 | \$ 32.08 | \$ 25.53 | \$ 6.55 |
| 02 | GENERAL CONSTRUCTION & MAINTENANCE SUPERVISOR I | \$ 32.38 | \$ 25.77 | \$ 6.61 | \$ 32.38 | \$ 25.77 | \$ 6.61 | \$ 32.37 | \$ 25.77 | \$ 6.60 | \$ 32.37 | \$ 25.77 | \$ 6.60 | \$ 32.37 | \$ 25.77 | \$ 6.60 |