

DEPARTMENT OF HAWAIIAN HOME LANDS

PULEHUNUI WASTEWATER SYSTEM

MAUI, HAWAII

IFB NO.: IFB-20-HHL-022

SEALED BID

Submitted by: West Maui Construction LLC

Address: 305 E Wakea Ave., Ste, 100, Kahului, HI 96732

Date: 4/30/2020

Bid Package Envelope Cover

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Dept. of Hawaiian Home Land.
Maui District Office

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

**{REVISED} BID OFFER FORM-
(ADDENDUM NO. 5)**

FOR

**PULEHUNUI WASTEWATER SYSTEM
MAUI, HAWAII**

IFB NO.: IFB-20-HHL-022

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-20-HHL-022. 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-20-HHL-022 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: 4/30/2020

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: Hawaii

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other: LLC

Federal ID No.: 27-2305765

Hawaii General Excise Tax ID No.: GE211-433-0624-01

Telephone No.: (808) 877-4202

Fax No.: _____

E-Mail Address.: joshua@westmauiconstruction.com

Payment address (other than street address below)

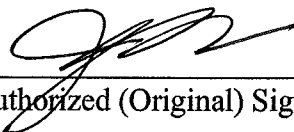
(Street Address, City, State, Zip Code)

Business address

305 E. Wakea Avenue, Ste. 100, Kahului, HI 96732

(Street Address, City, State, Zip Code)

Respectfully submitted:



Authorized (Original) Signature

Joshua Dean, Member

Name and Title (Please Type or Print)

* West Maui Construction LLC

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 IFB-20-HHL-022 for the Department of Hawaiian Home Lands.

PULEHUNUI WASTEWATER SYSTEM

The prices herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, including excavation and backfill, to install or to construct these items in place complete and in accordance with the plans and specifications with their intent and meaning for the following Total Sum Bid Base Bid (Phases A1, A2 and A3) and for the Additive Bid (Phase A4), should the Director decide to incorporate such Additive(s) into the contract, as itemized in the BID OFFER FORM. The general excise tax (GET) shall be inclusive in all bid items.

Item No.	BASE BID-PHASE A1	Unit Price	Total
A1.	DHHL NORTH PUMP STATION, SEWER LINE AND FORCE MAIN		
A1-1	Acres, Clearing and Grubbing, Including Debris Removal.		
	0.7 Ac	\$ <u>65,761.43</u>	\$ <u>46,033.00</u>
A1-2	Installation, Maintenance, Monitoring, and Removal of Erosion Control BMPs.		
	LS	LS	\$ <u>139,763.00</u>
A1-3	Excavation of Site.		
	270 CY	\$ <u>33.50</u>	\$ <u>9,045.00</u>
A1-4	Embankment of Site, Including Imported Borrow.		
	4,020 CY	\$ <u>26.10</u>	\$ <u>104,922.00</u>
A1-5	2-1/2" Asphalt Concrete Pavement (Mix V), in-place complete.		
	525 SY	\$ <u>69.60</u>	\$ <u>36,540.00</u>
A1-6	8" Aggregate Base Course, including preparation of subgrade, compaction and testing, in-place complete.		
	525 SY	\$ <u>21.30</u>	\$ <u>11,182.50</u>

A1-7	350 Lin. Ft., Horizontal Directional Drilling for 15" Ductile Iron Gravity Sewer, including erosion control BMPs, pipe, entrance pits, receiving holes and permitting, in-place complete.		
	LS	LS	\$ <u>710,120.00</u>
A1-8	275 Lin. Ft., Horizontal Directional Drilling for 10" Ductile Iron Force Main, including erosion control BMPs, pipe, entrance pits, receiving holes and permitting, in-place complete.		
	LS	LS	\$ <u>606,473.00</u>
A1-9	Lin. Ft., 15" PVC Gravity Sewer, including trench excavation, pipe bedding and backfill, and compaction testing, in-place complete.		
	440 LF	\$ <u>925.20</u>	\$ <u>407,088.00</u>
A1-10	10" Ductile Iron Force Main, including trench excavation, pipe bedding, backfill, compaction testing, restrained joints, conc. reaction blocks, and all fittings, in-place complete		
	470 LF	\$ <u>164.90</u>	\$ <u>66,903.00</u>
A1-11	Each, 48" Dia. Eccentric Cone Concrete Sewer Manhole (14-ft to 15.99-ft Deep), including excavation, backfill, frame and cover, in-place complete		
	1 EA	\$ <u>13,313.00</u>	\$ <u>13,313.00</u>
A1-12	48" Dia. Eccentric Cone Concrete Sewer Manhole (16-ft to 17.99-ft Deep), Including excavation, backfill, frame and cover, in-place complete.		
	1 EA	\$ <u>14005.00</u>	\$ <u>14005.00</u>
A1-13	48" Dia. Eccentric Cone Concrete Sewer Manhole (20-ft to 21.99-ft Deep), including excavation, backfill, frame and cover, in-place complete.		
	1 EA	\$ <u>17,204.00</u>	\$ <u>17,204.00</u>

A1-14	48" Dia. Eccentric Cone Concrete Sewer Manhole (22-ft to 23.99-ft Deep), including excavation, backfill, frame and cover, in-place complete.		
	1 EA	\$ <u>17,591.00</u>	\$ <u>17,591.00</u>
A1-15	48" Dia. Eccentric Cone Concrete Sewer Manhole (28-ft to 29.99-ft Deep), including excavation, backfill, frame and cover, in-place complete.		
	1 EA	\$ <u>19,362.00</u>	\$ <u>19,362.00</u>
A1-16	10'x4' CRM Overflow Weir, in-place complete.		
	1 EA	\$ <u>8,070.00</u>	\$ <u>8,070.00</u>
A1-17	6' High Chain Link Fence, in-place complete.		
	295 LF	\$ <u>60.50</u>	\$ <u>17,847.50</u>
A1-18	12' Wide Double Chain Link Gate, in-place complete.		
	1 EA	\$ <u>709.00</u>	\$ <u>709.00</u>
A1-19	8' High Chain Link Fence w/ barbed wire at top, in-place complete.		
	250 LF	\$ <u>79.00</u>	\$ <u>19,750.00</u>
A1-20	14' Wide Double Chain Link Gate w/ barbed wire at top, in-place complete.		
	1 EA	\$ <u>1,172.00</u>	\$ <u>1,172.00</u>
A1-21	4" Pipe Bollards, in-place complete.		
	9 EA	\$ <u>1,598.00</u>	\$ <u>1,598.00</u>
A1-22	Structural excavation and backfill for submersible pump station.		
	LS	LS	\$ <u>598,830.00</u>
A1-23	Precast concrete wet well and valve box and access hatches, in-place complete.		
	LS	LS	\$ <u>172,600.00</u>

A1-24	Epoxy coating of interior of wet well.		
	LS	LS	\$ <u>143,791.00</u>
A1-25	Submersible pump, controls, level elements, pump slide and electrical cables, in-place complete.		
	LS	LS	\$ <u>415,026.00</u>
A1-26	Pump station piping, gate valves, ball check valves, surge valves, piping and all fittings, in-place complete.		
	LS	LS	\$ <u>213,969.00</u>
A1-27	On-site electrical work, including all conduits, wires, handholes, telephone dialer, starters, onsite lighting, in-place complete.		
	LS	LS	\$ <u>809,509.00</u>
A1-28	Pump Station Testing		
	LS	LS	\$ <u>15,971.00</u>
A1-29	Pressure Test and CCTV Inspection for Sewer Main. Pressure/Hydro Test for Force Main.		
	LS	LS	\$ <u>11,115.00</u>
	SUBTOTAL (A1-1 – A1-29):		\$ <u>4,664,286.00</u>

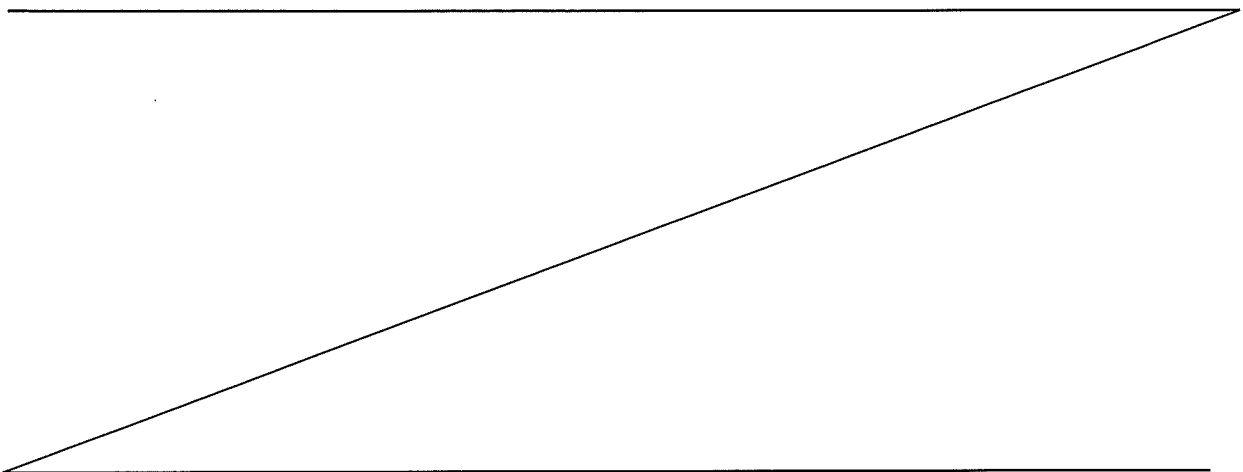
Item No.	BASE BID-PHASE A2	Unit Price	Total
A2.	DLNR GRAVITY SEWER		
A2-1	Traffic Control for entrance/exit within Hawaii Air National Guard property.		
	LS	LS	\$ <u>11,946.00</u>

A2-2	50 Lin. Ft., Horizontal Directional Drilling for 12" PVC Gravity Sewer, including erosion control BMPs, pipe, entrance pits, receiving holes and permitting, in-place complete.		
	LS	LS	\$ <u>126,914.00</u>
A2-3	Lin. Ft., 8" PVC Gravity Sewer, including trench excavation, pipe bedding and backfill, compaction testing, in-place complete.		
	500 LF	\$ <u>155.70</u>	\$ <u>77,850.00</u>
A2-4	12" PVC Gravity Sewer, including trench excavation, pipe bedding and backfill, compaction testing, in-place complete.		
	3,100 LF	\$ <u>40.30</u>	\$ <u>1,240,930.00</u>
A2-5	48" Dia. Eccentric Cone Concrete Sewer Manhole (8-ft to 9.99-ft deep), including excavation, backfill, frame and cover, in-place complete.		
	2 EA	\$ <u>11,648.00</u>	\$ <u>23,696.00</u>
A2-6	48" Dia. Eccentric Cone Concrete Sewer Manhole (10-ft to 11.99-ft deep), including excavation, backfill, frame and cover, in-place complete.		
	11 EA	\$ <u>12,221.00</u>	\$ <u>134,431.00</u>
A2-7	48" Dia. Eccentric Cone Concrete Sewer Manhole (12-ft to 13.99-ft deep), including excavation, backfill, frame and cover, in-place complete.		
	3 EA	\$ <u>12,927.00</u>	\$ <u>38,781.00</u>
A2-8	Pressure Test and CCTV Inspection for Sewer.		
	LS	LS	\$ <u>16,395.00</u>
	SUBTOTAL (A2-1 – A2-8):		\$ <u>1,670,943.00</u>

Item No.	BASE BID-PHASE A3	Unit Price	Total
A3.	10" AND 4" FORCEMAINS & WWTP ACCESS ROAD		
A3-1	Acres, Clearing and grubbing, including debris removal.		
	7.6 Ac	\$ <u>20,475.00</u>	\$ <u>115,610.00</u>
A3-2	Installation, Maintenance, Monitoring and Removal of Erosion Control and BMPs.		
	LS	LS	\$ <u>410,911.00</u>
A3-3	Traffic Control.		
	LS	LS	\$ <u>11,653.00</u>
A3-4	Excavation of Site.		
	9,230 CY	\$ <u>39.60</u>	\$ <u>836,508.00</u>
A3-5	Embankment of Site, including imported borrow.		
	2,160 CY	\$ <u>20.90</u>	\$ <u>45,144.00</u>
A3-6	120 Lin. Ft., Horizontal Directional Drilling for 10" Ductile Iron Force Main, including erosion control BMPs, pipe, entrance pits, receiving holes and permitting, in-place complete.		
	LS	LS	\$ <u>335,628.00</u>
A3-7	4" Ductile Iron Force Main, including trench excavation, pipe bedding, backfill, compaction testing, restrained joints, conc. reaction blocks, and all fittings, in-place complete.		
	5,870 LF	\$ <u>Ø</u>	\$ <u>Ø</u>
A3-8	10" Ductile Iron Force Main, including trench excavation, pipe bedding, backfill, compaction testing, restrained joints, conc. reaction blocks, and all fittings, in-place complete.		
	9,510 LF	\$ <u>182.30</u>	\$ <u>1,733,673.00</u>

A3-9	2-1/2" Asphalt Concrete Pavement (Mix V), including asphalt concrete roadside swale, in-place complete.		
	17,370 SY	\$ <u>34.50</u>	\$ <u>599,265.00</u>
A3-10	8" Aggregate Base Course, including preparation of subgrade, compaction and testing, in-place complete.		
	14,930 SY	\$ <u>25.50</u>	\$ <u>380,715.00</u>
A3-11	10" Aggregate Base Course, including preparation of subgrade, compaction and testing, in-place complete.		
	2,440 SY	\$ <u>32.90</u>	\$ <u>80,276.00</u>
A3-12	6' High Chain Link Fence, in-place complete.		
	2,020 LF	\$ <u>64.30</u>	\$ <u>129,886.00</u>
A3-13	12' Wide Double Chain Link Gate, in-place complete.		
	5 EA	\$ <u>141.80</u>	\$ <u>709.00</u>
A3-14	Pipe Gate, in-place complete.		
	1 EA	\$ <u>2,649.00</u>	\$ <u>2,649.00</u>
A3-15	10' x 4' CRM Overflow Weir, in-place complete.		
	5 EA	\$ <u>10,777.00</u>	\$ <u>53,885.00</u>
A3-16	Pressure/Hydro Test for Force Main.		
	LS	LS	\$ <u>13,198.00</u>
	SUBTOTAL (A3-1 – A3-16):		\$ <u>4,318,910.00</u>

<u>Item No.</u>	BASE BID ALLOWANCES	<u>Unit Price</u>	<u>Total</u>
A-1	Mobilization/Demobilization		
	ALLOWANCE	ALLOW	<u>\$ 200,000</u>
A-2	Geotechnical Monitoring		
	ALLOWANCE	ALLOW	<u>\$ 99,000</u>
A-3	Archeological Monitoring		
	ALLOWANCE	ALLOW	<u>\$ 106,000</u>
A-4	Permit Fees		
	ALLOWANCE	ALLOW	<u>\$ 92,000</u>
A-5	Off-site Power Base Bid Phases A1 and A3 (Maui Electric Company)		
	ALLOWANCE	ALLOW	<u>\$ 1,691,000</u>
A-6	Unforeseen Circumstances		
	ALLOWANCE	ALLOW	<u>\$1,177,000</u>
	SUBTOTAL BASE BID ALLOWANCES:		\$ <u>3,365,000</u>
	TOTAL SUM BASE BID INCLUDING ALLOWANCES:		\$ _____



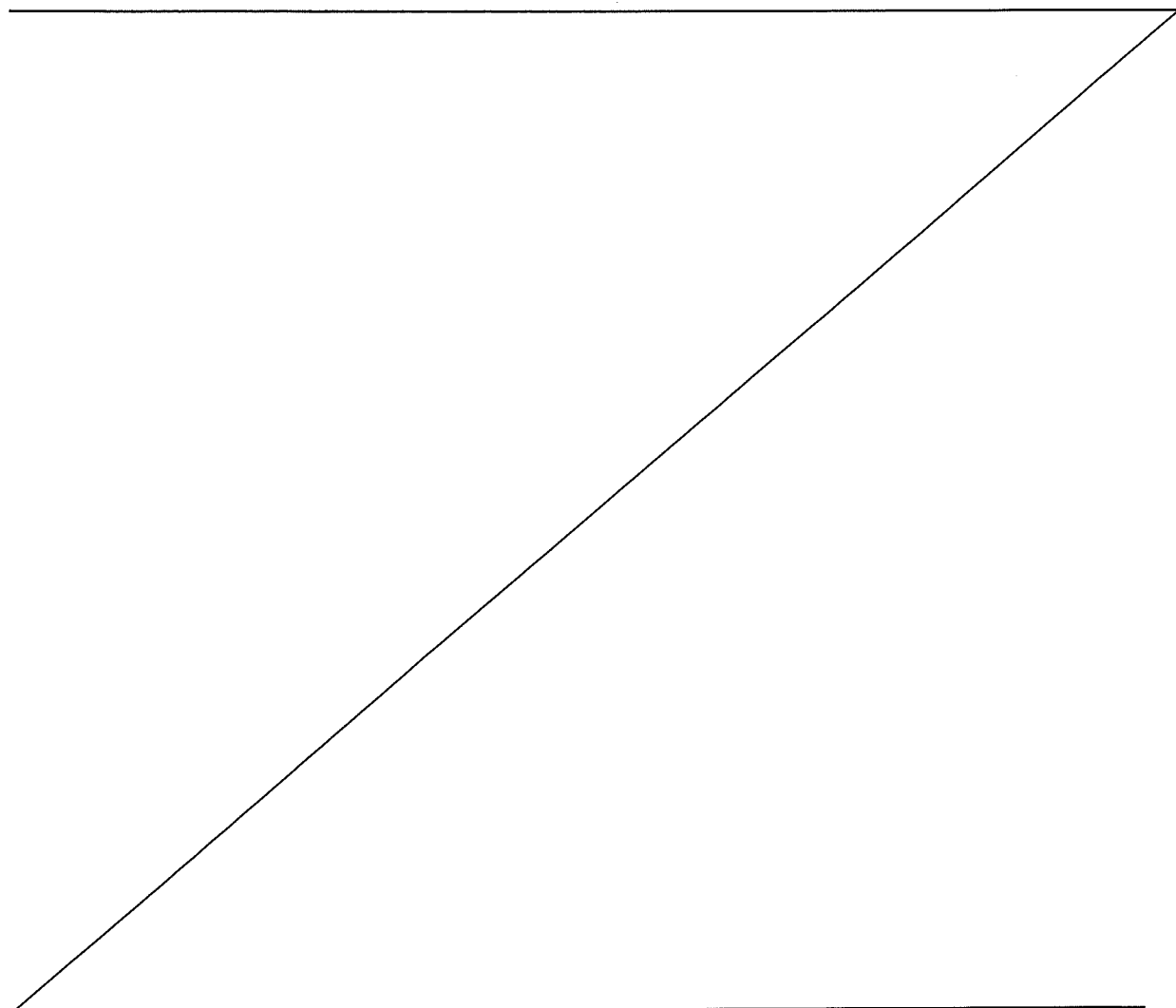
Item No.	ADDITIVE BID-PHASE A4	Unit Price	Total
<u>A4.</u>	DHHL SOUTH PUMP STATION		
A4-1	Clearing and Grubbing, Including Debris Removal.		
	0.3 ACRE	\$ <u>16,380.00</u>	\$ <u>4,914.00</u>
A4-2	Installation, Maintenance, Monitoring and Removal of Erosion Control BMPs		
	LS	LS	\$ <u>168,581.00</u>
A4-3	Embankment of Site, including imported borrow.		
	1,100 CY	\$ <u>26.30</u>	\$ <u>28,930.00</u>
A4-4	2-1/2" Asphalt Concrete Pavement (Mix V), in-place complete.		
	310 SY	\$ <u>78.40</u>	\$ <u>24,304.00</u>
A4-5	8" Aggregate Base Course, including preparation of subgrade, compaction and testing, in-place complete.		
	310 SY	\$ <u>27.60</u>	\$ <u>8,556.00</u>
A4-6	8" PVC Gravity Sewer, including trench excavation, pipe bedding and backfill, compaction testing, in-place complete.		
	115 LF	\$ <u>3,731.00</u>	\$ <u>429,065.00</u>
A4-7	4" Ductile Iron Force Main, including trench excavation, pipe bedding, backfill, compaction testing, restrained joints, conc. reaction blocks, and all fittings, in-place complete.		
	310 LF	\$ <u>165.20</u>	\$ <u>51,212.00</u>
A4-8	48" Dia. Eccentric Cone Concrete Sewer Manhole (26-ft to 27.99-ft Deep), including excavation, backfill, frame and cover, in-place complete.		
	1 EA	\$ <u>16,562.00</u>	\$ <u>16,562.00</u>

A4-9	48" Dia. Eccentric Cone Concrete Sewer Manhole (32-ft to 33.99-ft Deep), including excavation, backfill, frame and cover, in-place complete.		
	1 EA	\$ <u>18,347.00</u>	\$ <u>18,347.00</u>
A4-10	8' High Chain Link Fence w/ barbed wire at top, in-place complete.		
	180 LF	\$ <u>8,340</u>	\$ <u>15,012.00</u>
A4-11	14' Wide Double Chain Link Gate w/ barbed wire at top, in-place complete.		
	1 EA	\$ <u>1,172.00</u>	\$ <u>1,502.00 1,172.00</u>
A4-12	4" Pipe Bollards, in-place complete.		
	12 EA	\$ <u>1,598.00</u>	\$ <u>19,176.00</u>
A4-13	Structural excavation and backfill for submersible pump station.		
	LS	LS	\$ <u>660,348.00</u>
A4-14	Precast concrete wet well with access hatch, and concrete piping pad, in-place complete.		
	LS	LS	\$ <u>89,017.00</u>
A4-15	Epoxy coating of interior of wet well.		
	LS	LS	\$ <u>113,770.00</u>
A4-16	Submersible pumps, pump controls, level elements, pump slides and electrical cables, in-place complete.		
	LS	LS	\$ <u>271,333.00</u>
A4-17	Pump station piping, gate valves, ball check valves, surge valves, piping and all fittings, in-place complete.		
	LS	LS	\$ <u>97,811.00</u>

A4-18	On-site electrical work including all conduits, wires, handholes, telephone dialer, starters, on-site lighting, in-place complete.		
	LS	LS	\$ <u>452,832.00</u>
A4-19	Pump Station Testing.		
	LS	LS	\$ <u>12,642.00</u>
A4-20	Pressure Test and CCTV Inspection for Sewer Main. Pressure/Hydro Test for Force Main.		
	LS	LS	\$ <u>4238.00</u>
	ALLOWANCES		
A4-21	Mobilization/Demobilization		
	LS	LS	\$ 20,000
A4-22	Geotechnical Monitoring		
	LS	LS	\$ 6,800
A4-23	Archeological Monitoring		
	LS	LS	\$ 4,900
A4-24	Offsite Power (Maui Electric Company)		
	LS	LS	\$ 58,000
A4-25	Permit Fees		
	LS	LS	\$ 10,900
A4-26	Unforeseen Circumstances		
	LS	LS	\$ 75,000
	TOTAL ADDITIVE BID A4 (A4-1 – A4-26):		\$ <u>2,663,422.00</u>

Item No.	ADDITIVE BID-PHASE A5	Unit Price	Total
A5.	2" WATERLINE <i>{PHASE DELETED}</i>		

Item No.	PHASE B	Unit Price	Total
B.	REGIONAL WWTP <i>{PHASE DELETED}</i>		



RECAPITULATION:

BASE BID

SUBTOTAL PHASE A1: \$ 4,684,286.00
SUBTOTAL PHASE A2: \$ 1,670,943.00
SUBTOTAL PHASE A3: \$ 4,318,910.00
SUBTOTAL BASE BID ALLOWANCES: \$ 3,365,000

TOTAL SUM BASE BID

(A1+A2+A3+ALLOWANCES): \$ 14,039,139.00

ADDITIVE BID

SUBTOTAL PHASE A4: \$ 2,663,422.00

TOTAL SUM BASE BID = fourteen million, thirty-nine thousand one hundred thirty nine /100 Dollars (\$ 14,039,139.00).

TOTAL SUM ADDITIVE BID PHASE A4= two million six hundred sixty three thousand four hundred twenty two /100 Dollars (\$ _____).

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

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Thirty (30) Months (911 calendar days) after receiving written Notice to Proceed, subject to extensions, as may be granted.

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 currently available on the SPO webpage at: <http://spo.hawaii.gov/vendors/hawaii-product-preferences/>.

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 no later than the date and time specified in the Instructions for Bid Submittal's 'IFB Schedule'. Submittal by facsimile to: (808) 620-9299 is acceptable. SPO-38s received and approved by DHHL in relation to this solicitation as additional certified and qualified Hawaii products will be published via addendum.

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
Asphalt Mix No. V	Mani Asphalt X-IV, LLC	\$ 304,180.00	\$ _____
SS-1H Emulsified Asphalt	Walker-Moody dba Seal Master	\$ 15,420.00	\$ _____
Pre-cast concrete	Walker Industries	\$ 255,040.00	\$ _____
Concrete	HC&D	\$ 36,426.00	\$ _____
Aggregate	HC&D	\$ 626,859.00	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

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.

MAUI KUPONO BUILDERS

309 KAMALEI CIRCLE, KAHULUI, HI 96732

CT License No. 27998; Signatory to Local 3

PHONE: (808) 870-4789

kting01@gmail.com

April 29, 2020

To: Selected General Contractors
From: Kiki Ting
Re: Pulehunui Wastewater System
IFB-20-HHL-022
Asphalt Paving Proposal – Addendum #5 Acknowledged

Aloha,

Included is the Paving Proposal for the Project. Prices Includes Tax.

PROPOSAL

Item No.	Description	Units	Unit Price	Amount (\$)
A1-5	2.5" Asphalt Concrete Pavement (Mix V)	525 SY		
A3-9	2.5" Asphalt Concrete Pavement (Mix V)	17,370 SY		
A4-4	2.5" Asphalt Concrete Pavement (Mix V)	310 SY		
Optional 2.5" Trench Patch, Mix V				

Qualifications:

Bond or Permits Excluded

1 Ea. Round-Trip Mobilization Included, Ea. Additional @ \$5,200.00

Payment to be made by the measured SY

SS-1H Tack & Prime Coat Included

Work to be completed during normal work days, Monday - Friday, No Holidays, No Nights

All Traffic Control By Others

Aggregate Base Course or Sub-base Course By Others

Saw-cutting, Excavation and Prep Work, Vegetative Treatment By Others

Temporary/Permanent Striping, Marking and Reflective Markers By Others

Adjusting Manholes and Structures By Others

Price good through December 31, 2021

A 5% escalation will be added on January 1, 2022, and will be assessed every year

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above requiring additional work will be executed only upon written order and will become a cost over and above the proposal sum. All agreements are contingent upon strikes, accidents, or delays beyond our control. Work damaged by Act of God is considered an extra cost. A finance charge of 1.5% will be applied to all unpaid balances over 30 days. In the event that this account becomes un-collectable the Purchaser agrees to pay all attorney fees and other costs incurred for collection. If a dispute arises out of or relates to this agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute of in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy, dispute or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with The Commercial Mediation Rules of the American Arbitration Association, and judgment upon the award rendered in the arbitration may enter in any court having jurisdiction thereof. Arbitration shall be binding and held in the County of Maui. The arbitration hearing will be conducted by one (1) Arbitrator With NO Attorneys present. Arbitrator will have a minimum of ten (10) years experience in this type of work as a professional engineer, architect, or licensed contractor.

This proposal may be withdrawn if not accepted within thirty (30) days.

Accepted: _____

Date: _____

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
Asphalt Mix No. V	Maui Asphalt X-IV, LLC	\$ 304,180.00	\$
SS-1h Emulsified Asphalt	Walker-Moody dba Seal Master	\$ 15,420.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

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.

PROPOSAL
WALKER INDUSTRIES, LTD.
P. O. BOX 1568
KAHULUI, MAUI, HAWAII 96733
PHONE (808)877-3430
FAX (808)871-7282

TO: **ALL BIDDERS**

Proposal No.: **M20033**

We are pleased to submit this offer, subject to the terms and conditions on BOTH sides hereof, to manufacture, sell and/or install the following goods for the project noted below.

PROJECT: **PULEHUNUI WASTEWATER SYSTEM**

PRECAST ELEMENTS - SITE CIVIL

Bid Date: **4/27/2020**

CIVIL PRODUCTS AS SHOWN ON FOLLOWING SHEET

NOTES:

- 1. PRICES ARE FOB: JOBSITE ON TRUCK, CONTRACTOR TO UNLOAD.**
- 2. WE EXCLUDE: TAX, PIPEWORK. SEE ADDITIONAL EXCLUSIONS ON THE FOLLOWING PAGE.**
- 3. PRODUCTION TIME: 10-12 WEEKS AFTER SHOP DRAWING APPROVAL.**

TERMS OF PAYMENT: **NET 30 DAYS ON APPROVED CREDIT**

☒ **For Manufacture Only:** 90% of contract price applicable to each item of the goods described above shall be due within 30 days of invoice submitted after manufacture and storage in Seller's yard and inspection thereof by owner's representative; the remaining 10% to be due within 30 days of invoice after delivery of goods to job site.

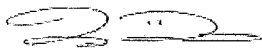
☐ **For Manufacture and Installation:** 70% of contract price shall be due within 30 days of invoice upon manufacture and storage of goods and inspection by owner's representative; 20% within 30 days upon delivery and installation; 10% retainage until final acceptance of our work by owner's representative.

Accepted in accordance with terms and conditions herein expressed, provided undersigned is successful Bidder on said project.

Unless accepted by buyer within 365 days from date of issue, this quotation, unless otherwise provided herein, will be subject to revision and/or confirmation by Seller.

Firm _____
By _____
Title _____
Date _____
Buyer

WALKER INDUSTRIES, LTD.
By **JAY FUJIMOTO**
Title **PRODUCT ENGINEER**
Date **April 27, 2020**


Seller

Quotation

Ready Mix Department
Page 1 of 2



To: West Maui Construction
Hienie Construction
hienie@westmauiconstruction.com

Project: Pulehunui Wastewater System

Date: 04/29/20
Job No: IFB-20-HHL-022
Location: Puunene

We propose to furnish all of the materials and/or services as listed below for the above named job for the following prices.

<u>Unit</u>	<u>Description</u>	<u>Item Code</u>	<u>Unit Price</u>	<u>Delivery Point</u>
Cu Yards	B-HSS	HSSB	\$178.70	jobsite
Cu Yards	A-HSS	HSSA	\$185.70	jobsite
Cu Yards	4000 PSI .40 W/C RATIO		\$204.10	jobsite
Cu Yards	5500 PSI .40 W/C RATIO		\$204.10	jobsite
Cu Yards	TREMMIE .40 W/C RATIO		\$206.55	jobsite

Plus Tax

Notes:

1. Prices are valid thru August 31, 2021. Effective September 01, 2021 to June 30, 2022, product prices above will increase by 5%, if any.
2. Ready Mix prices are based on minimum loads of six (6) cubic yards.
3. Please inform the order taker to include added products as required by the project.
4. Mix design is based on 3/4" aggregate size.
5. Any additional proportioning studies, Alkali-Silica Reactivity and Uniformity testing required will be the responsibility and expense of the contractor.
6. Concrete mix designs required to be engineer stamped will be the responsibility and expense of the contractor.
7. HC&D, LLC. Ready Mix prices are based on bulk cement type I-II prices as of this date, \$207.88 per ton (FOB Kahului Terminal). Any increase in this bulk cement price in accordance with our "General Terms & Conditions of Sale" will cause an immediate increase in Ready Mix prices at least proportional in cost and profit to this bulk cement increase.
8. HC&D, LLC. Ready Mix prices are also based on diesel price as of this date, \$4.65 per gallon. Any increase in diesel price will cause an immediate increase in Ready Mix prices at least proportional in cost and profit to this diesel increase.

ACKNOWLEDGEMENT: This proposal is hereby accepted upon the terms and conditions set forth herein.

A handwritten signature in black ink, appearing to read "Kevin Abulon", is written over a horizontal line.

Kevin Abulon, Sales Supervisor

Signature (Title)

Date

All of our quotations are subject to TERMS AND CONDITIONS OF SALES PRINTED ON REVERSE SIDE and which are made a part hereof, and to the special conditions (if any) listed. This proposal constitutes an offer on the part of the Seller upon the terms and conditions and at the prices stated in the proposal. For this proposal to constitute a binding contract upon the Seller, this offer must be accepted by the Buyer by execution of the acknowledgement.

HC&D, LLC.

P.O. Box 86 | Puunene, Hawaii 96784

Telephone: (808) 877-5068 | Fax: (808) 877-5060 | Email: kevin.abulon@hcdhawaii.com

Quotation

Aggregates and Sand Department
Page 1 of 2



To: West Maui Construction
Hienie Construction
hienie@westmauiconstruction.com

Project: Pulehunui Wastewater System

Date: 04/29/20
Job No: IFB-20-HHL-022
Location: Puunene

We propose to furnish all of the materials and/or services as listed below for the above named job for the following prices.

<u>Unit</u>	<u>Description</u>	<u>Item Code</u>	<u>Unit Price</u>	<u>Delivery Point</u>
Tons	Select Borrow		\$9.50	fob Camp 10 Quarry
Tons	State Sub Base		\$14.50	fob Camp 10 Quarry
Tons	State Untreated Base		\$18.40	fob Camp 10 Quarry
Tons	3B Fine		\$21.10	fob Camp 10 Quarry
Tons	4 Coarse		\$23.95	fob Camp 10 Quarry

Plus Tax

Notes:

1. Prices are valid thru August 31, 2021. Effective September 01, 2021 to June 30, 2022, product prices above will increase by 5%, if any.
2. No specifications for aggregate provided.
3. HC&D, LLC. General Terms & Conditions apply.

ACKNOWLEDGEMENT: This proposal is hereby accepted upon the terms and conditions set forth herein.

A handwritten signature in black ink, appearing to read 'Kevin Abulon', is written over a horizontal line.

Kevin Abulon, Sales Supervisor

Signature (Title)

Date

All of our quotations are subject to TERMS AND CONDITIONS OF SALES PRINTED ON REVERSE SIDE and which are made a part hereof, and to the special conditions (if any) listed. This proposal constitutes an offer on the part of the Seller upon the terms and conditions and at the prices stated in the proposal. For this proposal to constitute a binding contract upon the Seller, this offer must be accepted by the Buyer by execution of the acknowledgement.

HC&D, LLC.

P.O. Box 86 | Puunene, Hawaii 96784

Telephone: (808) 877-5068 | Fax: (808) 877-5060 | Email: kevin.abulon@hcdhawaii.com

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 exceeds \$250,000.00. Therefore, 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; 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);
3. 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
4. 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:

LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED

[illegible]

(Add additional sheets if necessary)

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

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

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed
Best Vinyl Fence & Decking	CT-31451	GE-091-901-9520	Chain Link Fencing
Simmons Steel Corp.	C-26707	GE-138-318-8460-01	Rebar
Havi Kupono Builders LLC	CT-27998	GE-151-975-7312-01	AC Paving
Hawaii Pacific Trenchless Inc	CT-25669	GE-023-452-4672-01	Horiz. Directional Drilling
UP-Country Electric Company Inc	C-27152	GE-109-605-6632-01	
Honolulu Industrial Coating Co Inc	C-11438	GE-086-979-5840-01	
ManiScapes LLC	C-36767	GE-080-496-0512-01	Landscaping

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.

Address: 305 E. Wakea Ave., Ste 100
Kahului, HI 96732

Telephone No.: (808) 877-4202

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, Glenn Tremble, ~~Secretary~~ ^{Managing Member} of West Maui Construction LLC, 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 305 E Wakea Ave, Kahului, Hawaii, on 27th day of April, 20 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 Member, 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 West Maui Construction LLC this 27th day of April, 2020.


Glenn Tremble, ~~Secretary~~ Managing Member

END OF BID

WEST MAUI CONSTRUCTION, LLC
LICENSE # AC 30250

305 East Waikele Avenue, Suite 100
Kahului, Maui, Hawaii 96732

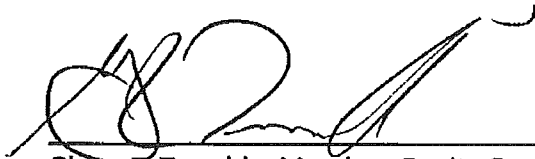
Phone: (808) 877-4202
Fax: (808) 877-9409

CERTIFICATE OF RESOLUTION

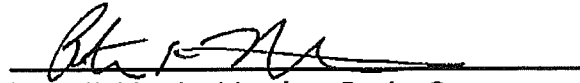
WEST MAUI CONSTRUCTION LLC

March 1, 2020

RESOLVED, that the undersigned are all members of West Maui Construction LLC, a Hawaii Limited Liability Company, and do hereby certify that Glenn E. Tremble or Joshua I Dean, acting alone, is duly authorized to execute all documents on behalf of, and to bind, West Maui Construction LLC on such terms and conditions as said person shall deem appropriate, including but not limited to all deeds, contracts, applications, certification, correspondence and other actions of any kind involving the County of Maui.



Glenn E. Tremble, Member, Equity Owner,
Agent, RME



Peter K. Martin, Member, Equity Owner,
Agent



Joshua I. Dean, Member, Equity Owner,
Agent



Ryan R. Grether, Member, Equity Owner,
Agent

Pulehunui Wastewater System

IFB - 20-HHL-022

Revised Bid Offer Form attachment (Addendum No. 5)

Page 25 - *4 Please attach to this page evidence of authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all the officers of the Company.

West Maui Construction LLC

305 E. Wakea Ave., Ste. 100, Kahului, HI 96732

Company Officers

Full Name (First, Middle, Last)	Title / Position	Residence Address		
Glenn E. Tremble	Managing Member, Principal RMIE	140 Makahiki St., Paia, HI 96790		
Joshua I. Dean	Member	1001 Keawe St., Lahaina, HI 96761		
The Peter Klint Martin Revocable Trust dated April 11, 1995, Peter K. Martin, Trustee	Member	590 A Old Stable Road, Paia, HI 96790		
Ryan R. Grether	Member	257 Alae Rd., Kula, HI 96790		

EXHIBIT A

SURETY [BID] [PROPOSAL] BOND
(11/17/98)

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, West Maui Construction, LLC
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and International Fidelity Insurance Company
(Name of Bonding Company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a
Surety

in the State of Hawaii, are held and firmly bound unto State of Hawaii / Department of Hawaiian Home Lands
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of _____

Five Percent (5%) of Bid Amount

(Required Amount of Bid Security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of
which sum well and truly to be made, the said Principal and the said Surety bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS:

The Principal has submitted an offer for IFB NO.: IFB-20-HHL-022, PULEHUNUI WASTEWATER
SYSTEM, MAUI, HAWAII. TMK: (2) 3-8-008:001 (DNLR), 008, 034, 035 AND 038 (DHHL)
(Project by Number and Brief Description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in
the alternate, accept the offer of the Principal and the Principal shall enter into a Contract
with the Owner in accordance with the terms of such offer, and give such bond or bonds as
may be specified in the solicitation or Contract Documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof as specified in the solicitation then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed this 28th day of April, 2020.

(Seal)

West Maui Construction, LLC

Name of Principal (Offeror)



Signature

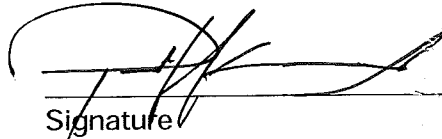
Joshua Dean, Member

Title

(Seal)

International Fidelity Insurance Company

Name of Surety



Signature

Attorney-in-Fact, Paul K. Kennedy

Title

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # _____ Bid Bond _____

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

PAUL C. KENNEDY, ERICA LI, BRAD WAGENAAR

Honolulu, HI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2020

Irene Martins, Assistant Secretary

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

MAR 10 2020

Date

ADDENDUM NO. 1

TO

INVITATION FOR BIDS


IFB-20-HHL-022

PULEHUNUI WASTEWATER SYSTEM

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Pulehunui Wastewater System, IFB-20-HHL-022, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



Stewart Matsunaga, 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. Robert Ing, Land Development Division, or scan and E-mail to: Robert.m.ing@hawaii.gov.**

Receipt of Addendum No. 1 for the Pulehunui Wastewater System, Invitation for Bids No.: IFB-20-HHL-022, is hereby acknowledged.


Signature: _____

Print Name: _____


Name of Firm/Company

Title

Date



West Main Construction



Coordinator
4/6/2020

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

MAR 20 2020

Date

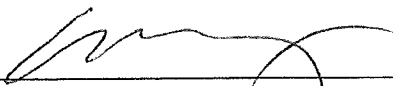
ADDENDUM NO. 2
TO
INVITATION FOR BIDS
IFB-20-HHL-022

PULEHUNUI WASTEWATER SYSTEM

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Pulehunui Wastewater System, IFB-20-HHL-022, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



Stewart Matsunaga, 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. Robert Ing, Land Development Division, or scan and E-mail to: Robert.m.ing@hawaii.gov.**

Receipt of Addendum No. 2 for the Pulehunui Wastewater System, Invitation for Bids No.: IFB-20-HHL-022, is hereby acknowledged.

Signature: _____

Print Name: Arlene Tukia

West Main Construction
Name of Firm/Company

Coordinator

Title

4/6/2020
Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

MARCH 30, 2020

Date

ADDENDUM NO. 3

TO

INVITATION FOR BIDS

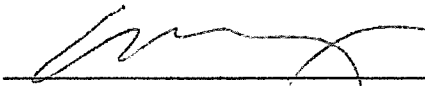
IFB-20-HHL-022

PULEHUNUI WASTEWATER SYSTEM

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Pulehunui Wastewater System, IFB-20-HHL-022, and it shall amend the said contract documents as detailed within this Addendum document.


APPROVED:



Stewart Matsunaga, 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. Robert Ing, Land Development Division, or scan and E-mail to: Robert.m.ing@hawaii.gov.

Receipt of Addendum No. 3 for the Pulehunui Wastewater System, Invitation for Bids No.: IFB-20-HHL-022, is hereby acknowledged.

Signature: 

Print Name: Arlene Tierney

West Maui Construction

Name of Firm/Company

Coordinator

Title

4/6/2020

Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

APRIL 6, 2020

Date

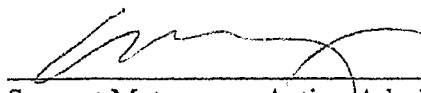
ADDENDUM NO. 4
TO
INVITATION FOR BIDS
IFB-20-HHL-022

PULEHUNUI WASTEWATER SYSTEM

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Pulehunui Wastewater System, IFB-20-HHL-022, and it shall amend the said contract documents as detailed within this Addendum document.

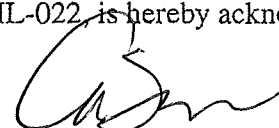
APPROVED:



Stewart Matsunaga, 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. Robert Ing, Land Development Division**, or scan and E-mail to: Robert.m.ing@hawaii.gov.

Receipt of Addendum No. ____ for the Pulehunui Wastewater System, Invitation for Bids No.: IFB-20-HHL-022, is hereby acknowledged.

Signature: 

Print Name: Arlene Torrico

West Maui Construction
Name of Firm/Company

Coordinator

Title

4/8/2020
Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

April 21, 2020

Date

ADDENDUM NO. 5
TO
INVITATION FOR BIDS
IFB-20-HHL-022

PULEHUNUI WASTEWATER SYSTEM

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Pulehunui Wastewater System, IFB-20-HHL-022, and it shall amend the said contract documents as detailed within this Addendum document.


APPROVED:



Stewart Matsunaga, 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. Robert Ing, Land Development Division, or scan and E-mail to: Robert.m.ing@hawaii.gov.**

Receipt of Addendum No. for the Pulehunui Wastewater System, Invitation for Bids No.: IFB-20-HHL-022, is hereby acknowledged.

Signature: 

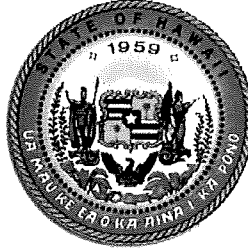
Print Name: Arlene Torker

West Maui Construction LLC
Name of Firm/Company

Coordinator

Title

4/28/2020
Date



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: **WEST MAUI CONSTRUCTION, LLC**

DBA/Trade Name: **WEST MAUI CONSTRUCTION, LLC**

Issue Date: **04/29/2020**

Status: **Compliant**

Hawaii Tax#: w27570735

New Hawaii Tax#:

FEIN/SSN#: XX-XXX5765

UI#: XXXXXX4271

DCCA FILE#: 68249

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information