

Dept. of Hawaiian Home Land.
Maui District Office

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Maui District Office

DEPARTMENT OF HAWAIIAN HOME LANDS

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

KULA, MAUI, HAWAII

(2) 2-2-002: 014; (2) 2-2-033: 007, 009-020 & 038-058 and (2) 2-2-034: 016-026

IFB NO.: IFB-20-HHL-023

SEALED BID

2020 MAR 31 AM 9:48

Dept. of Hawaiian Home Land.
Maui District Office

Dept. of Hawaiian Home Land.
Maui District Office

2020 MAR 31 AM 9:48

Submitted by: West Maui Construction LLC

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

Date: 5/4/2020

Bid Package Envelope Cover

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

BID OFFER FORM FOR

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

KEOKEA & WAIOHULI, MAKAWAO, MAUI

**TAX MAP KEYS: (2) 2-2-002: 014; (2) 2-2-033: 007 to 008, 009 to 022, 025 to 027 &
038 to 058 AND (2) 2-2-034: 016-026**

IFB NO.: IFB-20-HHL-023

Mr. William Aila, Jr., Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Dear Mr. Aila:

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-023. 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-023 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: 5/4/2020

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) 357-3595

Fax No.: _____

E-Mail Address.: joshua@westmauiconstruction.com

Payment address (other than street address below)

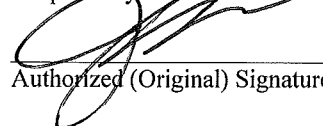
(Street Address, City, State, Zip Code)

Business address

305 E. Wakea Avenue, Suite 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-023 for the Department of Hawaiian Home Lands.

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications. Note. Prices are subject to general excise tax (GET).

Item No.	Estimated Quantity	Description	Unit Price	Total
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The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete, all in accordance with the plans and specifications.

MASS GRADING

1.	20	Acres, Clearing and Grubbing, including handling and removal of vegetation, unsuitable material, and debris off of DHHL Lands.	Per Acre	<u>\$ 13,089.25</u>	<u>\$ 261,787.00</u>
2.	86,500	Cu. Yds., Mass Grading of Unclassified excavation for roads, swales, lot access, culvert access roads and lot improvement, including Removal and Replacement of ash materials off of DHHL Lands (embankment = 85,500 cu. yds.).	Per Cu. Yd.	<u>\$ 39.26</u>	<u>\$ 3,395,990.00</u>
TOTAL – MASS GRADING (Items 1 to 2 inclusive)					<u>\$ 3,657,777.00</u>

ROAD CONSTRUCTION

3.	98,100	Sq. ft., Fine grading of roadway, inclusive of subgrade preparation and Geofabric.	Per Sq. Ft.	<u>\$ 1.06</u>	<u>\$ 103,986.00</u>
4.	1,000	Cu. yds., Aggregate Subbase Course, 6" thick.	Per Cu. Yds.	<u>\$ 86.66</u>	<u>\$ 86,660.00</u>
5.	10,900	Sq. yds., Base Course, 6" thick.	Per Sq. Yds.	<u>\$ 10.50</u>	<u>\$ 114,450.00</u>
6.	3,685	Sq. yds., Asphaltic concrete pavement, 1-1/2" thick.	Per Sq. Yds.	<u>\$ 23.80</u>	<u>\$ 87,703.00</u>

7.	4,500	Sq. yds., Asphaltic concrete pavement, 2" thick.	Per Sq. Yds.	<u>\$ 25.60</u>	<u>\$ 115,200.00</u>
8.	2,710	Sq. yds., Concrete road pavement and shoulder, 6" thick.	Per Sq. Yds.	<u>\$ 82.90</u>	<u>\$ 224,659.00</u>
9.	L.S.	Asphaltic concrete road pavement transition to existing A.C. roadway; In place complete.	Lump Sum	<u>\$ 5479.00</u>	<u>\$ 5479.00</u>
10.	L.S.	Concrete road pavement transition to existing concrete roadway; In place complete.	Lump Sum	<u>\$ 1,873.00</u>	<u>\$ 1,873.00</u>
11.	90	Lin. ft., Concrete header.	Per Lin. Ft.	<u>\$ 25.00</u>	<u>\$ 2250.00</u>
12.	90	Lin. ft., Wooden barricade as shown in the plans.	Per Lin. ft..	<u>\$ 118.00</u>	<u>\$ 10,620.00</u>
13.	L.S.	Remove existing wooden barricade and concrete header.	Lump Sum		<u>\$ 1,059.00</u>
14.	L.S.	Construction of 10' wide Non-Paved Lot Access (220 LF); In place complete.	Lump Sum		<u>\$ 6,787.00</u>
15.	L.S.	Construction of 10' A.C. Paved Culvert Access Roads (590 LF) including Geofabric (360 SY) and cattle gate; In place complete.	Lump Sum		<u>\$ 111,997.00</u>
16.	7	Each, Standard County street survey monument.	Each	<u>\$ 4,167.00</u>	<u>\$ 29,169.00</u>
17.	4	Each, Standard street name sign.	Each	<u>\$ 669.25</u>	<u>\$ 2,677.00</u>
18.	11	Each, Traffic sign with post.	Each	<u>\$ 1,042.00</u>	<u>\$ 11,462.00</u>
19.	L.S.	Centerline pavement striping, intersection markings and raised pavement markers.	Lump Sum		<u>\$ 29,986.00</u>

TOTAL – ROAD CONSTRUCTION
(Items 3 to 19 inclusive)

\$ 944,017.00

DRAINAGE SYSTEM

- | | | | |
|-----|------|---|----------------------|
| 20. | L.S. | Construction of Drain Culvert "M-1" @ Road "M" Station 4+40.37 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 73 lin. ft. of 19' x 8'-3" single radius annular arch, and 227 lin. ft. of metal guardrail; In place complete. | |
| | | Lump Sum | <u>\$ 354,297.00</u> |
| 21. | L.S. | Construction of Drain Culvert "M-2" @ Road "M" Station 6+63.28 including excavation and backfill, construction of CRM inlet and outlet, GRP swale outlet, 67 lin. ft. of 36" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation and 165 lin. ft. of metal guardrail; In place complete. | |
| | | Lump Sum | <u>\$ 78,264.00</u> |
| 22. | L.S. | Construction of Drain Culvert "M-3" @ Road "M" Station 9+21.16 including excavation and backfill, construction of Type "B" catch basin "M-3a" with transition gutter, Type "B" catch basin "M-3b" with transition gutter, CRM outlet, GRP swale outlet, 49 lin. ft. of 24" corrugated aluminum pipe and 60 lin. ft. of 18" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation and 64 lin. ft. of metal guardrail; In place complete. | |
| | | Lump Sum | <u>\$ 103,585.00</u> |
| 23. | L.S. | Construction of Drain Culvert "M-4" @ Road "M" Station 14+06.45 including excavation and backfill, construction of Type "F" catch basin "M-4a" with transition gutter, Type "B" catch basin "M-4b" with transition gutter, Type "B" catch basin "M-4c" with transition gutter, CRM inlet, GRP swale outlet, 49 lin. ft. of 24" corrugated aluminum pipe and 159 lin. ft. of 18" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation and 102 lin. ft. of metal guardrail; In place complete. | |
| | | Lump Sum | <u>\$ 90,511.00</u> |

24. L.S. Construction of Drain Culvert "M-5" @ Road "M" Station 17+96.58 including excavation and backfill, construction of Type "B" catch basin "M-5a" with transition gutter, CRM inlet, GRP swale outlet, 45 lin. ft. of 24" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation; In place complete.

Lump Sum

43,934.00
\$ ~~43,943.00~~

25. L.S. Construction of Drain Culvert "Keanuhea Culvert-1" @ Keanuhea Street Station 42+71 including trench excavation, backfill, and restoration of Keanuhea Street, construction of CRM inlet and outlet, 71 lin. ft. of 36" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation and 130 lin. ft. of metal guardrail, relocation of existing water laterals; In place complete.

Lump Sum

\$ 71,900.00

26. L.S. Construction of Drainage System for Extension of Pahilikoa Street including excavation and backfill, construction of Type "B" catch basin "E5" with transition gutter, Type "B" catch basin "E5a" with transition gutter, standard drain manhole "E6", standard drain manhole "E7", Type "B" catch basin "E7a" with transition gutter, CRM outlet "E4", and 458 lin. ft. of 18" corrugated aluminum pipe, 0.075 14 gauge, 2-2/3"x1/2" annular corrugation; In place complete.

Lump Sum

\$ 149,920.00

TOTAL – DRAINAGE SYSTEM
(Items 20 to 26 inclusive)

\$ 894,411.00

SWALE CONSTRUCTION

27. L.S. Construction of Trapezoidal Grass Swale (1' bottom width x 1.5' depth) including Swale transition, Hydro-Mulch Seeding (5,200 SY) and 90-day Maintenance; In place complete.

Swale Nos. 78B, 80, 81B, 82, 83, 86B, 88A, 104A, 106, 108, 110, 111, 113, 117B, 118, 119A, 120, 121A, 121B, 123B, 124A, 156, 157, 159, 162, 165A, 169, 170, 171B, 172, 175A, 186B, 188, 189C, 190, 191C, 193, 194, 195, and 196 (6,580 LF); In place complete.

Lump Sum

\$ 159,424.00

- | | | | |
|-----|------|---|-----------------------------|
| 28. | L.S. | <p>Construction of Trapezoidal Grass Swale (1' bottom width x 2' depth) including Swale transition, Hydro-Mulch Seeding (340 SY) and 90-day Maintenance; In place complete.</p> <p>Swale Nos. 77 and 76 (340 LF); In place complete.</p> <p style="text-align: right;">Lump Sum</p> | <p><u>\$ 13,048.00</u></p> |
| 29. | L.S. | <p>Construction of Trapezoidal GRP Swale (2' bottom width x 2' depth) including Swale transition/merge/connection, GRP (2,990 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 85A, 85B, 86A, 119B, 121C, 158, 160, 161, 163, 165B, 175, 189B, and 191A (2,990 LF); In place complete.</p> <p style="text-align: right;">Lump Sum</p> | <p><u>\$ 492,323.00</u></p> |
| 30. | L.S. | <p>Construction of Trapezoidal GRP Swale (2' bottom width x 2.5' depth) including Swale transition/merge/connection, GRP (400 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 81A and 184 (360 LF); In place complete.</p> <p style="text-align: right;">Lump Sum</p> | <p><u>\$ 68,162.00</u></p> |
| 31. | L.S. | <p>Construction of Trapezoidal GRP Swale (2' bottom width x 3' depth) including Swale transition/merge/connection, GRP (1,360 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 164, 180, and 191B (1,110 LF); In place and complete.</p> <p style="text-align: right;">Lump Sum</p> | <p><u>\$ 239,569.00</u></p> |
| 32. | L.S. | <p>Construction of Trapezoidal GRP Swale (3' bottom width x 2' depth) including Swale transition/merge/connection, GRP (670 SY), and concrete block energy dissipators; In place complete.</p> <p>Swale Nos. 78A and 115 (600 LF); In place and complete.</p> <p style="text-align: right;">Lump Sum</p> | <p><u>\$ 108,111.00</u></p> |

33. L.S. Construction of Trapezoidal GRP Swale (3' bottom width x 3' depth) including Swale transition/merge/connection, GRP (1,640 SY), and concrete block energy dissipators; In place complete.
- Swale Nos. 171A, 186A, and 189A (1,230 LF); In place and complete.
- Lump Sum \$ 279,179.00
34. L.S. Construction of Trapezoidal GRP Swale (3' bottom width x 3.5' depth) including Swale transition/merge/connection, GRP (280 SY), and concrete block energy dissipators; In place complete.
- Swale No. 174 (190 LF); In place and complete.
- Lump Sum \$ 47,951.00
35. L.S. Construction of Trapezoidal GRP Swale (3' bottom width x 4' depth) including Swale transition/merge/connection, GRP (380 SY), and concrete block energy dissipators; In place complete.
- Swale No. 117A (240 LF); In place and complete.
- Lump Sum \$ 52,413.00
36. L.S. Construction of Trapezoidal GRP Swale (4' bottom width x 3' depth) including Swale transition/merge/connection, and GRP (600 SY); In place complete.
- Swale No. 197A (410 LF); In place and complete.
- Lump Sum \$ 100,580.00
37. L.S. Construction of Trapezoidal GRP Swale (4' bottom width x 4' depth) including Swale transition/merge/connection, GRP (2,820 SY), and concrete block energy dissipators; In place complete.
- Swale Nos. 84, 116, 123A, 167, and 174 (1,690 LF); In place and complete.
- Lump Sum \$ 564,626.00

38.	L.S.	Construction of Rectangular GRP Swale (11' bottom width x 4' depth) including Swale transition, and GRP (200 SY); In place complete. Swale No. 117A (80 LF); In place and complete.	Lump Sum	\$ <u>34,950.00</u>
39.	L.S.	Construction of Rectangular GRP Swale (12' bottom width x 4' depth) including Swale transition, and GRP (770 SY); In place complete. Swale No. 84, 116, 123A, and 167 (300 LF); In place and complete.	Lump Sum	\$ <u>146,515.00</u>
TOTAL – SWALE CONSTRUCTION (Items 27 to 39 inclusive)				\$ <u>2,306,851.00</u>

WATER SYSTEM

40.	870	Cu. yds., Unclassified excavation for water mains, manholes, and appurtenances, including backfill and pipe cushion.	Per Cu. Yd.	\$ <u>138.60</u>	\$ <u>120,060.00</u>
41.	440	Lin. ft., 12" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ <u>72.00</u>	\$ <u>31,680.00</u>
42.	1,890	Lin. ft., 8" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ <u>43.00</u>	\$ <u>81,270.00</u>
43.	110	Lin. ft., 6" Ductile iron pipe, Class "52," in place complete.	Per Lin. ft.	\$ <u>47.00</u>	\$ <u>5,170.00</u>
44.	2	Each, 12" Gate valve, Class 150.	Each	\$ <u>3,371.00</u>	\$ <u>6,742.00</u>
45.	3	Each, 8" Gate valve, Class 150.	Each	\$ <u>2,231.00</u>	\$ <u>6,693.00</u>
46.	6	Each, 6" Gate valve, Class 150.	Each	\$ <u>1,618.00</u>	\$ <u>9,708.00</u>
47.	2,790	Lbs., Cast iron fittings.	Per Lb.	\$ <u>7.90</u>	\$ <u>22,041.00</u>

The above weight is approximate and based on the fittings listed below:

12" MJ Fittings

2 - 12" 1/32 bend	440 lbs.
1 - 12" x 8" tee	340 lbs.
2 - 12" x 6" tee	670 lbs.
1 - 12" cap	80 lbs.
1 - 12" plug	79 lbs.
1 - 12" sleeve, 12" long	136 lbs.

8" MJ Fittings

4 - 8" x 6" tee	728 lbs.
2 - 8" cap	90 lbs.
1 - 8" plug	45 lbs.
2 - 8" sleeve, 12" long	<u>180 lbs.</u>

2,788 lbs.

48.	3	Each, 3/4" Air relief valve, 150 psi W.P., including appurtenances, in place complete.	Each	\$ <u>1,639.00</u>	\$ <u>4,917.00</u>
49.	3	Each, Air relief valve box, inclusive of concrete slab, in place complete.	Each	\$ <u>280.00</u>	\$ <u>840.00</u>
50.	4	Each, Fire hydrant, 4.5' curb to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	\$ <u>5,174.00</u>	\$ <u>20,696.00</u>
51.	2	Each, Fire hydrant, 5.5' curb to invert, including concrete slab, reflectors and posts, pavement markers and appurtenances, in place complete.	Each	\$ <u>5,174.00</u>	\$ <u>10,348.00</u>
52.	11	Each, 6" Sliding valve box including cast iron frame and cover and concrete anchor pad, in place complete.	Each	\$ <u>1,430.00</u>	\$ <u>15,730.00</u>
53.	5	Cu. yds., Class "B" concrete including reinforcing steel wherever necessary for pipe bracing, reaction and test blocks, manhole bottoms, etc.	Per Cu. Yd.	\$ <u>946.00</u>	\$ <u>4,730.00</u>
54.	21	Each, 1" copper service lateral with Type "A" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.		\$ <u>1,709.00</u>	\$ <u>35,889.00</u>

		Each		
55.	7	Each, 1-1/2" copper service lateral with Type "A-1" copper service connection and all appurtenances, including meter and valve box, off water main, in place complete.		
		Each	\$ <u>2751.00</u>	\$ <u>19,257.00</u>
56.	L.S.	Connection to existing 8" water main at intersection of Road "M" and Pahilikoa Street.		
		Lump Sum		\$ <u>7417.00</u>
57.	L.S.	Connection to existing 8" water main at intersection of Road "M" and Keanuhea Street.		
		Lump Sum		\$ <u>7417.00</u>
58.	L.S.	Connection to existing 12" water main at extension to Pahilikoa Street.		
		Lump Sum		\$ <u>7417.00</u>
59.	L.S.	Chlorination of waterlines, in place complete.		
		Lump Sum		\$ <u>38,605.00</u>
		TOTAL – WATER SYSTEM (Items 40 to 59 inclusive)		\$ <u>456,627.00</u>

MISCELLANEOUS ITEMS

60.	L.S.	Mobilization and Demobilization.		
		Lump Sum		\$ <u>102,768.00</u>
61.	L.S.	Field office.		
		Lump Sum		\$ <u>38,605.00</u>
62.	L.S.	Project Sign including installation and removal; In place complete.		
		Lump Sum		\$ <u>6,227.00</u>
63.	L.S.	Temporary Traffic Control.		
		Lump Sum	\$ <u>8,388.00</u>	\$ <u>8388.00</u>
64.	L.S.	Installation, Maintenance, Monitoring and Removal of BMP, Including Silt Fence, Filter Sock, Temporary Erosion Control, Sediment Control Filter, Dust Control, and 12" Thick Ingress/Egress Gravel Access (13'x20'); In place complete.		
		Lump Sum		\$ <u>494,342.00</u>

65.	L.S.	Permanent Erosion Control Measures for all graded areas, including Hydro mulch Seeding and 90 day maintenance; In place complete.	
		Lump Sum	\$ <u>415,315.00</u>
66.	Allowance	Archaeological work, including monitoring and miscellaneous work as directed by the archaeologist with the approval of DHHL.	
		Allowance	\$200,000
67.	Allowance	Removal of silt and debris from existing downstream drain structures, where drainage improvements will connect to existing structures; abandoned vehicles; trash; or dumped items, including hauling and disposal.	
		Allowance	\$100,000
68.	Allowance	Additional drainage improvements and stabilization, or other work as directed by the Engineer.	
		Allowance	\$200,000
69.	Allowance	Additional work pertaining to Endangered Species Mitigation as directed by DHHL.	
		Allowance	\$50,000
70.	Allowance	Allowance for Unforeseen Conditions	
		Allowance	\$200,000
		TOTAL – MISCELLANEOUS ITEMS (Items 60 to 70 inclusive)	\$ <u>1,815,645</u>

RECAPITULATION

SUBTOTAL – MASS GRADING (Items 1 to 2, inclusive)	\$ <u>3,657,777.00</u>
SUBTOTAL – ROAD CONSTRUCTION (Items 3 to 19, inclusive)	\$ <u>946,017.00</u>
SUBTOTAL – DRAINAGE SYSTEM (Items 20 to 26, inclusive)	\$ <u>894,411.00</u>
SUBTOTAL – SWALE CONSTRUCTION (Items 27 to 39, inclusive)	\$ <u>2,306,851.00</u>

SUBTOTAL – WATER SYSTEM (Items 40 to 59, inclusive)

\$ 456,627.00

SUBTOTAL – MISCELLANEOUS ITEMS (Items 60 to 70, inclusive)

\$ 1,815,645.00

SUBTOTAL SUM BID = \$ 10,077,328.00

GET = \$ 419,892.03

(Note: GET @ 4.1667%)

TOTAL SUM BID = \$ 10,497,220.03

(With GET)

Dollars (\$ ten million four hundred ninety seven thousand
two hundred twenty and 03/100ths).

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. Subtotals shall be exclusive of GET and Total Sum Bid shall include GET.

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Five Hundred Fifty (550) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

HAWAII PRODUCTS PREFERENCE

Section 103D-1002, Hawaii Revised Statutes (HRS), as amended by Act 175 (Session Laws of Hawaii 2009), provides preference for Hawaii products. The previous Hawaii products list established pursuant to HRS §103D-1002 was suspended effective July 1, 2009, and a new list has been published by the State Procurement Office (SPO). DHHL will be supplementing the list with additional approved products for this solicitation.

Pursuant to HRS §103D-1002(b) (2) and Procurement Circular No. 2009-13, bidders intending to use Hawaii products should distribute the attached SPO-38, *Certification for Hawaii Product Preference*, to each of the manufacturers and producers of such products which bidders intend to use if the manufacturers and producers and their products are not listed on the SPO Hawaii Products List or in the DHHL's list below. 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., April, 9, 2020**. 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 **4:30 p.m., April, 17, 2020**.

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.

A partial list of approved products is provided below. The complete current list as compiled by the State Procurement Office is available at:

<http://www4.hawaii.gov/spoh/HiProducts/hiProducts.htm>

Preferences, Hawaii Products

CONSTRUCTION PRODUCTS AND SOIL AMENDMENTS/PRODUCTS

Aggregates – Basaltic Termite Barrier							
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral							
Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Cement concrete, Aggregates	10/26/17		HC&D, LLC	x	x		

Aggregates – Recycled Asphalt and Concrete

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Asphalt and Paving Materials - HI Products

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Mix A	Nov 3, 2011	Feb 25, 2016	Maui Asphalt X-IV, LLC		x		
SS-1h	Nov 20, 2009	July 2, 2018	Walter Maddy aka SealMaster		x		

Cement and Concrete Products

Product Subcategory <i>as applicable</i>	Effective Date	Last Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Precast Concrete Products

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai
	11/20/09	09/22/15	Wallace Industries, Ltd		X		

Environmental Sewage-Treatment Innovative System (ESIS) Individual Wastewater System which utilizes anaerobic/aerobic processing to treat wastewater to R-2 quality at discharge

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Hot Dip Galvanizing

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Pipes-Aluminum and Galvanized

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Aluminum Docks, Floating, etc. - Miscellaneous

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Playground Surfaces

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Signs - Traffic, Regulatory and Construction

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Veneer

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Soil Amendments, Mulch, Compost

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Compost Filter

Product Subcategory as applicable	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

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
Mix No 4	Maui Asphalt, X-IV, LLC	\$ 131,750.00	\$ _____
SS-1h Asphalt Emulsion	Walker Mandy dbe Salt Master	\$ 7,480.00	\$ _____
Pre cast concrete	Walker Industries, Ltd.	\$ 57,184.00	\$ _____
Concrete	HC & D, LLC	\$ 115,005.00	\$ _____

Aggregates	HCD, LLC.	\$ 298,239.80	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

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

May 1, 2020

To: Selected General Contractors
From: Kiki Ting
Re: Keokea-Waiohuli Subdivision, Phase 2A
IFB-20-HHL-023
Asphalt Paving Proposal – Addendum #6 Acknowledged

Aloha,

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

PROPOSAL

Item No.	Description	Units	Unit Price	Amount (\$)
6	Asphalt Concrete Pavement, 1.5" Thick	3,685 SY		
7	Asphalt Concrete Pavement, 2" Thick	4,500 SY		
9	Asphaltic Concrete Road Pavement Transition	LS		
15	Asphalt Paved Culvert Access, 2" Thick	656 SY		

Qualifications:

Bond or Permits Excluded

1 Ea. Round-Trip Mobilization Included, Ea. Additional @ \$6,200.00

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 from then

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: _____

Aggregates – Recycled Asphalt and Concrete

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Asphalt and Paving Materials - HI Products

Product Subcategory as applicable	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai
Mix 4	Nov 3, 2011	Feb 25, 2016	Maui Asphalt X-IV, LLC		X		
SS-1h	Nov 20, 2009	July 2, 2018	Walker-Moody dba Seal Master		X		

Cement and Concrete Products

[illegible]

Signs - Traffic, Regulatory and Construction

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Veneer

Product Subcategory <i>as applicable</i>	Effective	Revised	Manufacturer	Oahu	Maui	Hawaii	Kauai

Soil Amendments, Mulch, Compost

Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

Compost Filter

Product Subcategory <i>as applicable</i>	Effective Date	Revised Date	Manufacturer	Oahu	Maui	Hawaii	Kauai

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
Mix No. 4	Maui Asphalt X-IV, LLC	\$ 131,750.00	\$
SS-1h Asphalt Emulsion	Walker-Moody dba Seal Master	\$ 7,480.00	\$
		\$	\$
		\$	\$

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

TO: **WEST MAUI CONSTRUCTION**
305 E. WAKEA AVE., SUITE 100
KAHULUI, HI 96732 PH: 808-392-1477
ATTN: HIENIE DAVIS FAX: 877-9409
hienie@westmauiconstruction.com

Proposal No.: **M20044**

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: **KEOKEA-WAIOHULI DEVELOPMENT PHASE 2A, MAUI**

PRECAST ELEMENTS - SITE CIVIL

Bid Date: **4/24/2020**

CIVIL PRODUCTS AS SHOWN ON FOLLOWING SHEET

NOTES:

- 1. PRICES ARE FOB: JOBSITE ON TRUCK, CONTRACTOR TO UNLOAD.**
- 2. WE EXCLUDE: TAX, PIPEWORK.**
- 3. PRODUCTION TIME: 6-8 WEEKS AFTER SHOP DRAWING APPROVAL.**

TERMS OF PAYMENT: NET 30 DAYS

☒ **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 60 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 MICHAEL VILLANUEVA
Title PRODUCT ENGINEER
Date April 24, 2020


Seller

Quotation

Ready Mix Department
Page 1 of 2



To: West Maui Construction
Hienie Davis
hienie@westmauiconstruction.com
Project: Keokea Waiohuli Subdivision, Phase 2A

Date: 04/24/20
Job No: IFB-20-HHL-023
Location: Keokea

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	A-HSS	HSSA	\$204.75	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.

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 Davis
hienie@westmauiconstruction.com
Project: Keokea Waiohuli Subdivision, Phase 2A

Date: 04/24/20
Job No: IFB-20-HHL-023
Location: Keokea

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	State Untreated Base		\$18.40	fob Camp 10 Quarry
Tons	S4C (DWS)		\$46.25	fob Camp 10 Quarry
Tons	4 Coarse		\$23.95	fob Camp 10 Quarry
Tons	Select Borrow		\$7.95	fob Camp 10 Quarry
Tons	Hand Rock (12" Minus)		\$42.00	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'.

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 is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the bidder will employ to perform the work;
3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1)* verifying the

participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

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

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

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

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

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

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

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

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

<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>

(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
Maui Kupono Builders, LLC	CT-27998	GE 151-975-7312-01	AsPaving
Kihui Gardens Landscaping Co., LLC	CT-16417	GE 125-225-9640-01	Landscaping
Tom Iwamasa Painting Co.	CT-7247	GE 037-761-8432-01	Striping
Simmons Steel Corp.	CT-25707	GE 138- ³¹⁸ 361-8480-01	Steel Reinforcement
Tausiraga Haka	CT-24468	GE 150-262-5792-02	Masonry
GP Roadway Solutions Inc	CT-10998	GE 106-850-3040-01	Guardrails

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.

Telephone No.: (808)357-3595

(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.

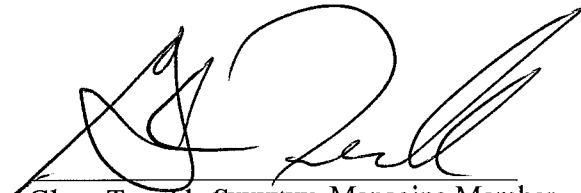
CERTIFICATE OF RESOLUTION

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. Ste 100, Kahului Hawaii, on 27th day of April, 20 2020, 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~~ ^{XXXXXXXXXXXXXXXXXXXXXXXXXXXX}

West Maui Construction LLC this 27th day of April, 20 20.


Glenn Tremble, ~~Secretary~~ ^{Managing Member}

END OF BID

WEST MAUI CONSTRUCTION, LLC
LICENSE # AC 30250

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

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

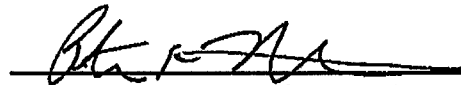
CERTIFICATE OF RESOLUTION
WEST MAUI CONSTRUCTION LLC

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

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

March 20, 2020

Date

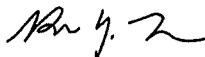
ADDENDUM NO. 1
TO
INVITATION FOR BIDS
IFB-20-HHL-023

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Subdivision, Phase 2A, IFB-20-HHL-023, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



for 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. Bryan Toda, Land Development Division, or scan and E-mail to: Bryan.toda@hawaii.gov.**

Receipt of Addendum No. 1 for Various Lot Improvements in Keokea-Waiohuli Subdivision, Phase 2A, Invitation for Bids No.: IFB-20-HHL-023, is hereby acknowledged.

Signature: 

Print Name: Arlene Torrealba

West Maui Construction

Name of Firm/Company



Title

4/7/2020

Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

March 25, 2020

Date

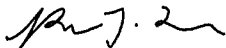
ADDENDUM NO. 2
TO
INVITATION FOR BIDS
IFB-20-HHL-023

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Subdivision, Phase 2A, IFB-20-HHL-023, and it shall amend the said contract documents as detailed within this Addendum document.

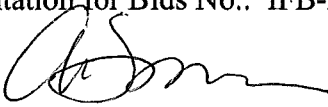
APPROVED:



for 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. Bryan Toda, Land Development Division, or scan and E-mail to: Bryan.toda@hawaii.gov.**

Receipt of Addendum No. 2 for Various Lot Improvements in Keokea-Waiohuli Subdivision, Phase 2A, Invitation for Bids No.: IFB-20-HHL-023, is hereby acknowledged.

Signature: 

Print Name: Carlene Torricar

West Main Construction

Name of Firm/Company

Coordinator

Title

4/17/2022

Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

April 6, 2020

Date

ADDENDUM NO. 3

TO

INVITATION FOR BIDS
IFB-20-HHL-023

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Subdivision, Phase 2A, IFB-20-HHL-023, 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. Bryan Toda, Land Development Division, or scan and E-mail to: Bryan.toda@hawaii.gov.**

Receipt of Addendum No. 3 for Various Lot Improvements in Keokea-Waiohuli Subdivision, Phase 2A, Invitation for Bids No.: IFB-20-HHL-023, is hereby acknowledged.

Signature: 

Print Name: Arlene Corrie

West Main Construction
Name of Firm/Company

Coordinator

Title

Date

4/8/2020

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

April 14, 2020
Date


ADDENDUM NO. 4
TO
INVITATION FOR BIDS
IFB-20-HHL-023

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Subdivision, Phase 2A, IFB-20-HHL-023, 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. Bryan Toda, Land Development Division, or scan and E-mail to: Bryan.toda@hawaii.gov.**

Receipt of Addendum No. 4 for Various Lot Improvements in Keokea-Waiohuli Subdivision, Phase 2A, Invitation for Bids No.: IFB-20-HHL-023, is hereby acknowledged.

Signature: 

Print Name:

West Main Construction

Name of Firm/Company

Coordinator

Title

4/14/2020

Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

April 17, 2020
Date


ADDENDUM NO. 5
TO
INVITATION FOR BIDS
IFB-20-HHL-023

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

Notice to All Prospective Offerors


This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Subdivision, Phase 2A, IFB-20-HHL-023, 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. Bryan Toda, Land Development Division, or scan and E-mail to: Bryan.toda@hawaii.gov.

Receipt of Addendum No. 5 for Various Lot Improvements in Keokea-Waiohuli Subdivision, Phase 2A, Invitation for Bids No.: IFB-20-HHL-023, is hereby acknowledged.

Signature: 
Print Name: Arlene Takaue

Coordinator
Title

West Main Construction
Name of Firm/Company

4/24/2020
Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

April 24, 2020
Date

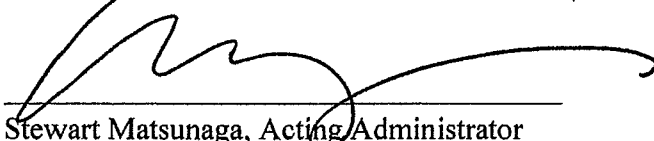
ADDENDUM NO. 6
TO
INVITATION FOR BIDS
IFB-20-HHL-023

KEOKEA-WAIOHULI SUBDIVISION, PHASE 2A

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Keokea-Waiohuli Subdivision, Phase 2A, IFB-20-HHL-023, 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 to: **Mr. Bryan Toda, Land Development Division, via scan and E-mail to: Bryan.toda@hawaii.gov.**

Receipt of Addendum No. 6 for Various Lot Improvements in Keokea-Waiohuli Subdivision, Phase 2A, Invitation for Bids No.: IFB-20-HHL-023, is hereby acknowledged.

Signature: 

Print Name: Arlene Torricel

Nest Main Construction

Name of Firm/Company

Coordinator

Title

4/27/2020

Date

NOTICE OF INTENTION TO BID

Date: 4/3/2020

Mr. William J. Aila, Jr., Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Bryan Toda, Land Development Division
Notice of Intention to Bid due 4:30 p.m., April 13th, 2020.

Gentlemen:

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-20-HHL-023 Keokea-Waiohuli Subdivision, Phase 2A, Kula, County of Maui, State of Hawaii, for which bids will be opened after 10:00 a.m., April 23rd, 2020, at SSFM International, 82 Pulehu Place, Unit 201, Kahului, Hawaii 96732.

West Maui Construction LLC

ABC-30250

Name of Firm
305 E Wakea Ave. Suite 100

Contractor's License No.
GE211-433-0624-01

Address
Kahului, HI 96732

Hawaii General Excise Tax No.
(808) 357-3595

City, State and Zip Code

Telephone No. / Facsimile No.

joshua@westmauiconstruction.com

E-mail address

Respectfully submitted,



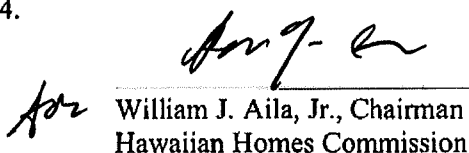
Signature
Joshua Dean, Member

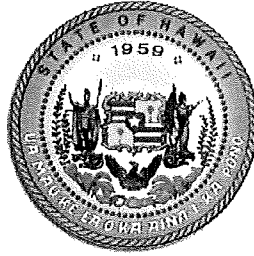
Print Name and Title

Date: 4/9/20

Gentlemen:

The Department of Hawaiian Home Lands acknowledges on this date above, your Notice of Intention to Bid on IFB-20-HHL-004.


for William J. Aila, Jr., Chairman
Hawaiian Homes Commission



**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

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-023, KEOKEA-WAIOHULI,

PHASE 2A, KEOKEA, MAKAWAO, MAUI, STATE OF HAWAII

(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 1st day of May, 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, May 01, 2020

A02555

Irene Martins, Assistant Secretary