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PLANS

**NOTICE TO BIDDERS
INVITATION FOR BID
Department of Hawaiian Home Lands
Land Development Division
IFB-22-HHL-018**

BID OFFERS for IFB-22-HHL-018, KAUPEA LOT 243 WALL EXTENSION, 91-1054 Hoakalei Street, Kapolei, Oahu, (TMK 9-1-139: 087), shall be electronically submitted via HIePRO no later than 2:00 p.m., Hawaii Standard Time (HST) September 13, 2021. The Bid Offer Form must be submitted, as an attachment, when submitting the offer via HIePRO. Bids received after the time fixed for opening or submitted anywhere other than as specified above will not be considered.

This project consists of the extension of an existing perimeter wall by construction of new 6'-0" maximum height concrete masonry unit (CMU) wall along the west side of 91-1054 Hoakalei Street parallel to Kama'aha Avenue in accordance with the plans and specifications.

To be eligible to submit a bid, the Bidder and/or his subcontractors shall possess all required valid State of Hawaii licenses and specialty licenses needed to perform the work for this project. A surety bid bond will not be required for this Invitation for Bids (IFB).

This project is subject to Section 103D, Hawaii Revised Statutes (HRS), and to the payment of not less than the prevailing salaries and wages promulgated by the State of Hawaii, Department of Labor and Industrial Relations.

Bid documents may be examined at or obtained from the State of Hawaii eProcurement system (HIePRO) website:

<https://hiepro.ehawaii.gov/sav-search.html>

It is the responsibility of Interested Bidders to check the HIePRO website for any addenda issued by DHHL.

All prospective bidders/offerors are invited to attend a PRE-BID CONFERENCE and site visit to be held at 10:00 am., HST, on August 23, 2021 at 91-1054 Hoakalei Street, Kapolei, Oahu.

Subcontractors and union representatives are also invited to attend. The conference is to provide bidders/offerors with an opportunity to ask questions about the contractual requirements and technical aspects of the project. Attendance of the pre-bid conference / site visit is not a condition for submitting a bid, but strongly recommended. Persons needing special accommodations due to a disability may submit such requests to Darrell Ing, Land Development Division, via facsimile at (808) 620-9299, or e-mail to darrell.h.ing@hawaii.gov.

A written NOTICE OF INTENTION TO BID is required and shall be received by the DHHL, Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than September 3, 2021. Submittal of a NOTICE OF INTENTION TO BID via facsimile at (808) 620-9299, or e-mail to darrell.h.ing@hawaii.gov is acceptable.

DHHL reserves the right to amend the IFB by written addenda, reject any and all bids, or waive any defects in said bids where DHHL deems it is in the best interest of the State.

Bid Offers shall be electronically submitted via HiePRO no later than 2:00 p.m. on September 13, 2021. The Bid Offer Form must also be included as an attachment when submitting the offer. Only offers submitted through HiePRO shall be considered for award. Award shall be based on the lowest qualified Total Base Offer Amount. Failure to submit the Bid Offer Form shall be grounds for rejection of the Bid Offer. A performance and payment bond equal to one hundred per cent of the Total Base Offer Amount will be required if the Total Base Offer Amount exceeds fifty thousand dollars (\$50,000).

The work shall be completed within ninety (90) consecutive calendar days after the Notice to Proceed is issued. The liquidated damages per calendar day for failure to complete the work on time shall be five hundred dollars (\$500.00) per calendar day. The Contractor shall warrant his work and materials for one (1) year from the date of acceptance by DHHL. Upon completion, the Contractor shall clean-up the worksite of all materials, construction debris, and rubbish.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

Questions regarding this project may be directed in writing to Darrell Ing, Land Development Division, DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, via facsimile at (808) 620-9299, or e-mail to darrell.h.ing@hawaii.gov.

Dated at Kapolei, Hawaii, this 16th day of August 2021.

DEPARTMENT OF HAWAIIAN HOME LANDS



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

Posted on the internet at: <https://hiepro.ehawaii.gov/sav-search.html>
<http://www.dhhl.hawaii.gov/procurement/>



STATE OF HAWAII
SPECIAL CONDITIONS

IFB-22-HHL-018

Project: Kaupea Lot 243 Wall Extension
Location: 91 1054 Hoakalei Street, Kapolei, Oahu, (TMK 9-1-139: 087)

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” and “DHHL”
- c. “State of Hawaii” and “STATE”.

SC-02 INSURANCE COVERAGE

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

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

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



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

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

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before ninety (90) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



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In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, five hundred dollars (\$500.00) per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

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

SC-05 SURVEYING SERVICES

Any surveying services required shall be the responsibility of the contractor and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

Upon completion, the CONTRACTOR shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Engineer. The cost of the as-built plan shall be incidental to the contract. No separate payment shall be made.

SC-06 PERMITS AND FEES

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

SC-07 COORDINATION WITH OTHER PARTIES

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

SC-08 CONTRACTOR'S LICENSING

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

SC-09 WATER CHARGES AND REQUIREMENTS

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



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SC-10 SOIL AND DUST CONTROL

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

SC-11 FINAL INSPECTION

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

The CONTRACTOR shall therefore schedule the final inspection with the City and County of Honolulu, Department of Planning and Permitting and notify the DHHL's Land Development Division Project Manager one week prior to said inspection.

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

SC-12 GENERAL CONDITIONS

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

SC-13 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions from specified STATE or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

SC-14 CONTRACTOR'S DAILY REPORT

The CONTRACTOR shall submit a daily report electronically, for DHHL review. The report shall include, but not be limited to all items listed below:

1. Date
2. Weather
3. Activity at the site for the CONTRACTOR
 - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
 - b. Equipment



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- c. Materials delivered
- d. Work performed
4. Activity at the site for subcontractors
 - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
 - b. Equipment
 - c. Materials delivered
 - d. Work performed
5. Visitors to the site – Construction Manager, Inspectors, etc.
6. Problems or Questions (including suggested resolutions, if any)
7. Safety report status
8. Quality control report status

A sample format is attached as Exhibit 1.

SC-15 GEOTECHNICAL ENGINEER

The services of a geotechnical engineering firm are not anticipated; however, the CONTRACTOR may engage the services of a geotechnical consultant at its own cost. Any geotechnical costs shall be incidental to the contract. No separate payment shall be made.

SC-16 FIELD OFFICE

A field office for exclusive use of DHHL personnel or their representatives is not required. The CONTRACTOR may provide a field office at their own expense.

SC-17 STATE GENERAL EXCISE TAX

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

SC-18 FINAL SETTLEMENT OF CONTRACT

The following shall be made additional conditions of compliance with DHHL Construction General Condition 7.33:

1. The CONTRACTOR shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be submitted to DHHL.
2. Signature, execution, and return of the "Record Drawing" Title tracings.

Payment for all work required to comply with the above items will not be paid for separately and shall be considered incidental to the various contract items.