

**STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION**

**ADDENDUM NO. 2  
FOR  
KUHIO HIGHWAY  
EMERGENCY SLOPE STABILIZATION  
FOR HANAIEI HILLS AND WAIKOKO  
FEDERAL-AID PROJECT NO. ER-24(003)**

**DISTRICT OF HANAIEI  
ISLAND OF KAUAI  
FY 2023**

The following amendments shall be made to the Bid Documents:

**A. NOTICE TO BIDDERS**

1. Prospective bidders are hereby notified that receiving of sealed bids scheduled for Thursday, December 15, 2022, at 2:00 P.M. Hawaii Standard Time (HST) will be postponed and rescheduled for Thursday, December 22, 2022, at 2:00 P.M. HST. The attached NOTICE TO BIDDERS shall be incorporated and made a part of the NOTICE TO BIDDERS.
2. Prospective bidders are hereby notified that the submission of the Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts Documentation for Construction, DBE Confirmation and Commitment Agreement – Trucking Company, and DBE Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier scheduled for December 20, 2022 will be postponed and rescheduled for December 27, 2022. The attached NOTICE TO BIDDERS shall be incorporated and made a part of the NOTICE TO BIDDERS.
3. Replace the **NOTICE TO BIDDERS**, dated 11/4/22 with the attached **NOTICE TO BIDDERS**, dated 12/14/22.

**B. PLANS:**

1. Replace Plan Sheet Nos. ADD. 32 and ADD. 33, dated 12/8/22 with the attached Plan Sheet Nos. ADD. 32 and ADD. 33 dated 12/14/22.

### **C. SPECIAL PROVISIONS:**

1. Replace the **TABLE OF CONTENTS**, dated r12/08/22 with the attached **TABLE OF CONTENTS**, dated r12/14/22.
2. Replace **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**, pages 102-1a to 102-12a, dated 11/04/22 with the attached **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**, pages 102-1a to 102-8a, dated r12/14/22.
3. Replace **SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**, pages 107-1a to 107-6a, dated r12/08/22 with the attached **SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**, pages 107-1a to 107-5a, dated r12/14/22.
4. Replace **PROPOSAL** page P-8, dated r12/1/22, and pages P-9 to P-19, dated r12/08/22 with the attached **PROPOSAL** pages P-8 to P-18, dated r12/14/22.
5. Replace **SAMPLE FORMS** page, dated 5/5/14, with the attached **SAMPLE FORMS** page, dated r12/14/22
6. Remove Sample Form **Certification of Compliance for Employment of State Residents**

Please acknowledge receipt of this Addendum No. 2 by recording the date of its receipt in the space provided on page P-4 of the Proposal.



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EDWIN H. SNIFFEN  
Director of Transportation

**NOTICE TO BIDDERS**  
(Chapter 103D, HRS)

The receiving of SEALED BIDS for Kuhio Highway, Emergency Slope Stabilization for Hanalei Hills and Waikoko, District of Hanalei, Island of Kauai, Federal-Aid Project No. ER-24(003), will begin as advertised on November 17, 2022 in HiePRO. Bidders are to register and submit bids through HiePro only. See the following HiePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is Bid Opening Day, December 22, 2022, at 2:00 P.M., Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The following documents are made part of the Contract Documents and are included in HiePRO; Hanalei National Wildlife Refuge General Activity, Special Use Permit, Permit # 12522-22-105; Right-of-Entry and Rental Agreements for TMKs (4) 5-4-04:010, (4) 5-4-04:032, and (4) 5-6-03:002; United States Department of the Interior, Fish and Wildlife Service letter to Federal Highway Administration, dated March 4, 2022.

The scope of work consists of roadway excavation and slope trimming; installation of guardrail and guardrail end treatments, gutters, grouted rubble paving, soil nails, erosion control matting, chain link fence, draped and anchored wire mesh and drainage systems; cold planing; resurfacing with asphalt concrete pavement; signing and striping; installation, maintenance and removal of erosion control measures; landscaping and traffic control. The estimated cost of construction is between \$30,000,000 and \$40,000,000.

To be eligible for award, bidders must possess a valid State of Hawaii General "A"

license prior to the award of contract.

A pre-bid conference is scheduled for **November 23, 2022 at 10:00 A.M. HST on Microsoft Teams**. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. Due to the impacts of COVID 19, the pre-bid meeting will be conducted virtually. Please call Microsoft Teams to join the Pre-bid meeting at (808) 829-4853, Phone Conference ID: I.D. 645 086 162#.

Contact Eric Fujikawa, Project Manager, by phone, at (808) 241-3015, by facsimile at (808) 241-3011 or email at [eric.i.fujikawa@hawaii.gov](mailto:eric.i.fujikawa@hawaii.gov) to obtain the venue for the pre-bid meeting.

ALL requests for information (RFI) shall be received in writing via HiePRO no less than 14 calendar days before bid opening. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HiePRO.

Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with §103D-701, HRS and §3-126, HAR.

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by the legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination

in Federally-Assisted Programs of the U.S. Department of Transportation,” Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Bidders are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended shall be complied with on this project.

The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs", Title 49, Code of Federal Regulations, Part 26 is applicable to this project. Bidders are hereby notified that the Department of Transportation will strictly enforce full compliance with all of the requirements of the Disadvantaged Business Enterprise (DBE) program with respect to this project.

Bidders are directed to read and be familiar with the Disadvantaged Business Enterprise (DBE) Requirements, which establishes the program requirements pursuant to Title 49 Code of Federal Regulations Part 26 and, particularly, the requirements of certification, method of award, and evidence of good faith. All Bidders must e-mail the Engineer at [eric.i.fujikawa@hawaii.gov](mailto:eric.i.fujikawa@hawaii.gov), the Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction, Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Trucking Company and Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier

by December 27, 2022, at 4:30 P.M. HST. Failure to provide these documents shall be cause for bid/proposal rejection.

Driving While Impaired (DWI) Education. HDOT encourages all organizations contracted with the DOT to have an employee education program preventing DWI. DWI is defined as operating a motor vehicle while impaired by alcohol or other legal or illegal substances. HDOT promotes this type of program to accomplish our mission to provide a safe environment for motorists, bicyclists and pedestrians utilizing our State highways, and expects its contractors to do so as well.

For additional information, contact Eric Fujikawa, Project Manager, by phone at (808) 241-3015, by fax at (808) 241-3011 or email at eric.i.fujikawa@hawaii.gov address.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals for the best interest of the public.



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EDWIN H. SNIFFEN  
Director of Transportation

Posted:

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1 Make this section a part of the Standard Specifications:

2  
3 **"SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

4  
5  
6 **102.01 Prequalification of Bidders.** Prospective bidders shall be capable of  
7 performing the work for which they are bidding.  
8

9 In accordance with HRS Chapter 103D-310, the Department may require  
10 any prospective bidder to submit answers to questions contained in the 'Standard  
11 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'  
12 furnished by the Department, properly executed and notarized, setting forth a  
13 complete statement of the experience of such prospective bidder and its  
14 organization in performing similar work and a statement of the equipment  
15 proposed to be used, together with adequate proof of the availability of such  
16 equipment. Whenever it appears to the Department, from answers to the  
17 questionnaire or otherwise, that the prospective bidder is not fully qualified and  
18 able to perform the intended work, the Department will, after affording the  
19 prospective bidder an opportunity to be heard and if still of the opinion that the  
20 bidder is not fully qualified to perform the work, refuse to receive or consider any  
21 bid offered by the prospective bidder. All information contained in the answers to  
22 the questionnaire shall be kept confidential. Questionnaire so submitted shall be  
23 returned to the bidders after serving their purpose.  
24

25 No person, firm or corporation may bid where (1) the person, firm, or  
26 corporation, or (2) a corporation owned substantially by the person, firm, or  
27 corporation, or (3) a substantial stockholder or an officer of the corporation, or (4)  
28 a partner or substantial investor in the firm is in arrears in payments owed to the  
29 State or its political subdivisions or is in default as a surety or failure to do  
30 faithfully and diligently previous contracts with the State.  
31

32 **102.02 Contents of Proposal Forms.** The Department will furnish  
33 prospective bidders with proposal forms posted in HlePRO stating:  
34

- 35 (1) The location,  
36  
37 (2) Description of the proposed work,  
38  
39 (3) The approximate quantities,  
40  
41 (4) Items of work to be done or materials to be furnished,  
42  
43 (5) A schedule of items, and  
44  
45 (6) The time in which the work shall be completed.  
46

Papers bound with or attached to the proposal form are part of the proposal. The bidder shall not detach or alter the papers bound with or attached to the proposal when the bidder submits its proposal through HlePRO.

Also, the bidder shall consider other documents including the plans and specifications a part of the proposal form whether attached or not.

### **102.03 (Unassigned)**

**102.04 Estimated Quantities.** The quantities shown in the contract are approximate and are for the comparison of bids only. The actual quantity of work may not correspond with the quantities shown in the contract. The Department will make payment to the Contractor for unit price items in accordance with the contract for only the following:

(1) Actual quantities of work done and accepted, not the estimated quantities; or

(2) Actual quantities of materials furnished, not the estimated quantities.

The Department may increase, decrease, or omit each scheduled quantities of work to be done and materials to be furnished. When the Department increases or decreases the estimated quantity of a contract item by more than 15% the Department will make payment for such items in accordance with Subsection 104.06 - Methods of Price Adjustment.

**102.05 Examination of Contract and Site of Work.** The bidder shall examine carefully the site of the proposed work and contract before submitting a proposal.

By the act of submitting a bid for the proposed contract, the bidder warrants that:

(1) The bidder and its Subcontractors have reviewed the contract documents and found them free from ambiguities and sufficient for the purpose intended;

(2) The bidder and its workers, employees and subcontractors have the skills and experience in the type of work required by the contract documents bid upon;

(3) Neither the bidder nor its employees, agents, suppliers or subcontractors have relied upon verbal representations from the Department, its employees or agents, including architects, engineers or consultants, in assembling the bid figure; and

(4) The basis for the bid figure are solely on the construction contract documents.

Also, the bidder warrants that the bidder has examined the site of the work. From its investigations, the bidder acknowledges satisfaction on:

- (1) The nature and location of the work;
- (2) The character, quality, and quantity of materials;
- (3) The difficulties to be encountered; and
- (4) The kind and amount of equipment and other facilities needed;

Subsurface information or hydrographic survey data furnished are for the bidders' convenience only. The data and information furnished are the product of the Department's interpretation gathered in investigations made at the specific locations. These conditions may not be typical of conditions at other locations within the project area or that such conditions remain unchanged. Also, conditions found at the time of the subsurface explorations may not be the same conditions when work starts. The bidder shall be solely responsible for assumptions, deductions, or conclusions the bidder may derive from the subsurface information or data furnished.

If the Engineer determines that the natural conditions differ from that originally anticipated or contemplated by the Contractor in the items of excavation, the State may treat the difference in natural conditions, as falling within the meaning of Subsection 104.02 – Changes.

**102.06 Preparation of Proposal.** The submittal of its proposal shall be on forms furnished by the Department. The bidder shall specify in words or figures:

- (1) A unit price for each pay item with a quantity given;
- (2) The products of the respective unit prices and quantities
- (3) The lump sum amount; and
- (4) The total amount of the proposal obtained by adding the amounts of the several items.

The words and figures shall be in ink or typed. If a discrepancy occurs between the prices written in words and those written in figures, the prices written in words shall govern.

138 When an item in the proposal contains an option to be made, the bidder  
139 shall choose in accordance with the contract for that particular item.  
140 Determination of an option will not permit the Contractor to choose again.

141  
142 The bidder shall sign the proposal properly in ink. A duly authorized  
143 representatives of the bidder or by an agent of the bidder legally qualified and  
144 acceptable to the Department shall sign, including one or more partners of the  
145 bidder and one or more representatives of each entity comprising a joint venture.

146  
147 When an agent, other than the officer(s) of a corporation authorized to  
148 sign contracts for the corporation or a partner of a partnership, signs the  
149 proposals, a 'Power of Attorney' shall be on file with the Department or submitted  
150 with the proposal. Otherwise, the Department will reject the proposal as irregular  
151 and unauthorized.

152  
153 The bidder shall submit acceptable evidence of the authority of the  
154 partner, member(s) or officer(s) to sign for the partnership, joint venture, or  
155 corporation respectively with the proposal. Otherwise, the Department will reject  
156 the proposal as irregular and unauthorized.

157  
158 **102.07 Irregular Proposals.** The Department may consider proposals  
159 irregular and may reject the proposals for the following reasons:

160  
161 (1) The proposal is a form not furnished by the Department, altered, or  
162 detached;

163  
164 (2) The proposal contains unauthorized additions, conditions, or  
165 alternates. Also, the proposal contains irregularities that may tend to  
166 make the proposal incomplete, indefinite, or ambiguous to its meaning;

167  
168 (3) The bidder adds provisions reserving the right to accept or reject an  
169 award. Also, the bidder adds provisions into a contract before an award;

170  
171 (4) The proposal does not contain a unit price for each pay item listed  
172 except authorized optional pay items; and

173  
174 (5) Prices for some items are out of proportion to the prices for other  
175 items.

176  
177 (6) If in the opinion of the Director, the bidder and its listed  
178 subcontractors do not have the Contractor's licenses or combination of  
179 Contractor's licenses necessary to complete the work.  
180

Where the prospective bidder is bidding on multiple projects simultaneously and the proposal limits the maximum gross amount of awards that the bidder can accept at one bid letting, the proposal is not irregular if the limit on the gross amount of awards is clear and the Department selects the awards that can be given.

**102.08 Proposal Guaranty.** The Department will not consider a proposal of \$25,000 or more unless accompanied by:

- (1) A deposit of legal tender; or
- (2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or
- (3) A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
  - (a) The bidder may use these instruments 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 acceptable.
  - (c) The instrument shall be made payable at sight to the Department.
  - (d) Proposal Guaranty listed in (1) and (3) shall be in its original form, and shall be received at the Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813 before the bid deadline.

In accordance with HRS Chapter 103D-323, the above shall be in a sum not less than 5% of the amount bid.

**102.09 Delivery of Proposal.** The bidder shall submit the proposal in HlePRO. Bids received after said due date and time shall not be considered. Original bid documents do not have to be submitted. Award will be made based on proposals submitted in HlePRO.

**102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw or revise a proposal after the bidder submits the proposal in HlePRO. Withdrawal or revision of proposal must be completed before the time set for the receiving of bids.

**102.11 Public Opening of Proposals.** Not applicable.

**102.12 Disqualification of Bidders.** The Department may disqualify a bidder and reject its proposal for the following reasons:

- (1) Submittal of more than one proposal whether under the same or different name.
- (2) Evidence of collusion among bidders. The Department will not recognize participants in collusion as bidders for any future work of the Department until such participants are reinstated as qualified bidders.
- (3) Lack of proposal guaranty.
- (4) Submittal of an unsigned or improperly signed proposal.
- (5) Submittal of a proposal without a listing of subcontractors or containing only a partial or incomplete listing of subcontractors.
- (6) Submittal of an irregular proposal in accordance with Subsection 102.07 - Irregular Proposals.
- (7) Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to HRS Chapter 84-15.
- (8) Suspended or debarred in accordance with HRS Chapter 104-25.
- (9) Failure to complete the prequalification questionnaire, if applicable.
- (10) Failure to attend the mandatory pre-bid meeting, if applicable.

**102.13 Material Guaranty.** The successful bidder may be required to furnish a statement of the composition, origin, manufacture of materials, and samples.

**102.14 Substitution of Materials and Equipment Before Bid Opening.** See Subsection 106.13 for Substitution Of Materials and Equipment After Bid Opening.



272 **(A) General.** When brand names of materials or equipment are  
273 specified in the contract documents, they are to indicate a quality, style,  
274 appearance, or performance and not to limit competition. The bidder shall  
275 base its bid on one of the specified brand names unless alternate brands  
276 are qualified as equal or better in an addendum. Qualification of such  
277 proposed alternate brands shall be submitted via email to the Contact  
278 person listed in HlePRO for the solicitation and also post a question in  
279 HlePRO under the question/answer tab referencing the email with the  
280 request. The request must be posted in HlePRO no later than 14  
281 calendar days before the bid opening date, not including the bid opening  
282 date

283  
284 An addendum will be issued to inform all prospective bidders of any  
285 accepted substitution in accordance with Subsection 102.17 – Addenda .  
286

287 **(B) Statement of Variances.** The statement of variances must list all  
288 features of the proposed substitution that differ from the contract  
289 documents and must further certify that the substitution has no other  
290 variant features. The brochure and information submitted shall be clearly  
291 marked showing make, model, size, options, and any other features  
292 requested by the Engineer and must include sufficient evidence to  
293 evaluate each feature listed as a variance. A request will be denied if  
294 submitted without sufficient evidence. If after installing the substituted  
295 product, an unlisted variance is discovered, the Contractor shall  
296 immediately replace the product with a specified product at no increase in  
297 contract price and contract time.

298  
299 **(C) Substitution Denial.** Any substitution request not complying with  
300 the above requirements will be denied.  
301

302 **102.15 Preferences.** Preferences shall not apply to this project.  
303

304 **102.16 Certification for Safety and Health Program for Bids in excess of**  
305 **\$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror, by  
306 signing and submitting this proposal, certifies that a written safety and health plan  
307 for this project will be available and implemented by the notice to proceed date  
308 for this project. Details of the requirements of this plan may be obtained from the  
309 State Department of Labor and Industrial Relations, Occupational Safety and  
310 Health Division (HIOSH).  
311

312 **102.17 Addenda.** Addenda issued shall become part of the contract  
313 documents. Addenda to the bid documents will be provided to all prospective  
314 bidders via HlePRO. Each addendum shall be an addition to the contract  
315 documents. The terms and requirements of the bid documents (i.e., drawings,  
316 specifications and other bid and contract documents) cannot be changed prior to  
317 the bid opening except by a duly issued addendum.”  
318  
319  
320  
321  
322

END OF SECTION 102

1       **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

2  
3       Make the following amendments to said Section:

4  
5       **(I)**       Amend **Section 107.01 Insurance Requirements** from lines 5 to 81 to  
6       read as follows:

7  
8       **“(A) Obligation of Contractor.** Contractor shall not commence any  
9       work until it obtains, at its own expense, all required insurance described  
10      herein. Such insurance shall be provided by an insurance company  
11      authorized by the laws of the State to issue such insurance in the State of  
12      Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the  
13      carrier has a Best’s Rating of “A-VII” or better. The Contractor shall  
14      maintain and ensure all insurance policies are current for the full period of  
15      the contract until final acceptance of the work by the State.  
16

17               The Certificate of Insurance shall contain: a clause that it is agreed  
18      that any insurance maintained by the State of Hawaii will apply in excess  
19      of, and not contribute with, insurance provided by this policy; and shall be  
20      accompanied by endorsement form CG2010 or equivalent naming the  
21      State as an additional insured to the policy which status shall be  
22      maintained for the full period of the contract until final acceptance of the  
23      work by State.  
24

25               The Contractor shall obtain all required insurance as part of the  
26      contract price. Where there is a requirement for the State of Hawaii and  
27      its officers and employees to be named as additional insureds under any  
28      Contractor’s insurance policy, before the State of Hawaii issues the Notice  
29      to Proceed, the Contractor shall obtain and submit to the Engineer a  
30      Certificate of Insurance and a written policy endorsement that confirms the  
31      State of Hawaii and its officers and employees are additional insureds for  
32      the specific State project number and project title under such insurance  
33      policies. The written policy endorsement must be issued by the insurance  
34      company insuring the Contractor for the specified policy type or by an  
35      agent of such insurance company who is vested with the authority to issue  
36      a written policy endorsement. The insurer’s agent shall also submit  
37      written confirmation of such authority to bind the insurer. Any delays in  
38      the issuance of the Notice to Proceed attributed to the failure to obtain the  
39      proof of the State of Hawaii and its officers and employees’ additional  
40      insured status shall be charged to the Contractor.  
41

42               A mere Certificate of Insurance issued by a broker who represents  
43      the Contractor (but not the Contractor’s insurer), or by any other party who  
44      is not authorized to contractually name the State as an additional insured  
45      under the Contractor’s insurance policy, is not sufficient to meet the  
46      Contractor’s insurance obligations.

47  
48           Certificates shall contain a provision that coverages being certified  
49 will not be cancelled or materially changed without giving the Engineer at  
50 least thirty (30) days prior written notice. Contractor will immediately  
51 provide written notice to the Director should any of the insurance policies  
52 evidenced on its Certificate of Insurance form be cancelled, reduced in  
53 scope or coverage, or not renewed upon expiration. Should any policy be  
54 canceled before final acceptance of the work by the State, and the  
55 Contractor fails to immediately procure replacement insurance as  
56 specified, the State, in addition to all other remedies it may have for such  
57 breach, reserves the right to procure such insurance and deduct the cost  
58 thereof from any money due or to become due to the Contractor.  
59

60           Nothing contained in these insurance requirements is to be  
61 construed as limiting the extent of Contractor's responsibility for payment  
62 of damages resulting from its operations under this contract, including the  
63 Contractor's obligation to pay liquidated damages, nor shall it affect the  
64 Contractor's separate and independent duty to defend, indemnify and hold  
65 the State harmless pursuant to other provisions of this contract. In no  
66 instance will the State's exercise of an option to occupy and use  
67 completed portions of the work relieve the Contractor of its obligation to  
68 maintain the required insurance until the date of final acceptance of the  
69 work.  
70

71           All insurance described herein shall be primary and cover the  
72 insured for all work to be performed under the contract, all work performed  
73 incidental thereto or directly or indirectly connected therewith, including  
74 but not limited to traffic detour work, barricades, warnings, diversions, lane  
75 closures, and other work performed outside the work area and all change  
76 order work.  
77

78           The Contractor shall, from time to time, furnish the Engineer, when  
79 requested, satisfactory proof of coverage of each type of insurance  
80 required covering the work. Failure to comply with the Engineer's request  
81 may result in suspension of the work, and shall be sufficient grounds to  
82 withhold future payments due the Contractor and to terminate the contract  
83 for Contractor's default.  
84

85           **(B) Types of Insurance.** Contractor shall purchase and maintain  
86 insurance described below which shall provide coverage against claims  
87 arising out of the Contractor's operations under the contract, whether such  
88 operations be by the Contractor itself or by any subcontractor or by  
89 anyone directly or indirectly employed by any of them or by anyone for  
90 whose acts any of them may be liable.  
91

(1) **Workers' Compensation.** The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.

(2) **Auto Liability.** The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a Combined single Limit of not less than \$1,000,000 per occurrence for bodily injury and property damage with the State of Hawaii named as additional insured. Refer to SPECIAL CONDITIONS for any additional requirements.

(3) **General Liability.** The Contractor shall obtain General Liability insurance with a limit of not less than \$2,000,000 per occurrence and in the Aggregates for each of the following:

- (a) Products - Completed/Operations Aggregate,
- (b) Personal & Advertising Injury, and
- (c) Bodily Injury & Property Damage

The General Liability insurance shall include the State as an Additional Insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies. Refer to SPECIAL CONDITIONS for any additional requirements.

(4) **Builders Risk For All Work.** The Contractor shall take out a policy of builder's risk insurance for the full replacement value of the project work; from a company licensed or otherwise authorized to do business in the State of Hawaii; naming the State as an additional insured under each policy; and covering all work, labor, and materials furnished by such Contractor and all its subcontractors against loss by fire, windstorm, tsunamis, earthquakes, lightning, explosion, other perils covered by the standard Extended Coverage Endorsement, vandalism, and malicious mischief. Refer to SPECIAL CONDITIONS for any additional requirements."

(II) Amend **Section 107.03 Working Hours; Night Work.** By adding the following after line 143:

“Night work will not be allowed during the seabird fallout season period from September 15 to December 15.”

**(III) Add Section 107.18 Refuge Access and Safety Permit Stipulations for Special Use Permit #12522-22-105 for TMK (4) 5-3-001:007 and Section 107.19 Construction Parcel Requirements after line 745:**

**“107.18 Refuge Access and Safety Permit Stipulations for Special Use Permit #12522-22-105 for TMK (4) 5-3-001:007. Contractor shall comply with permit signed 12/16/21:**

**(A)** When working in the Hanalei National Wildlife Refuge, Special Use Permit #12522-22-105 applies. The permit has been included as part of the Contract Documents. Some of the permit conditions are listed below, but the Contractor shall comply with all conditions listed in the permit. Payment for complying with the permit conditions shall be considered incidental to the various contract items.

**(B)** Advanced coordination is required before the project begins and once completed, the point of contact for the refuge will be Deputy Project Leader, Brooke Burrows (cell: 808-635-0920)

**(C)** This permit must be kept on-hand during the project, along with all necessary licenses.

**(D)** The Contractor bears the responsibility to repair any damages to the work area and surrounding refuge infrastructure, which occur during the work being authorized through this permit.

**(1)** Any damage will be corrected immediately at the cost of the Contractor to whom the equipment belongs.

**(2)** A rock bollard or something similar will be placed by the Contractor in front of the gate keypad to shield the keypad from any further damage as a result of work in the permitted area.

**(E)** Prior to work beginning in the permitted area at Hanalei National Wildlife Refuge, all machinery/equipment will be washed and cleaned of all mud and foreign material to avoid introduction of invasive species.

**(1)** Power washing of all track/or tires is recommended to be done prior to arrival to the refuge because water is not available onsite.

**(F)** All trash or other objects brought onto the refuge must be removed once project is completed.

(1) Eating on the refuge is not allowed because food crumbs attract rats and ants that prey on ground nesting birds. Please eat lunch off of refuge property.

(G) Storing of fuel on refuge property is prohibited.

(1) In case of any fuel, oil or other leaks on refuge property, the damage must be mitigated as soon as possible, and refuge deputy project leader, Brooke Burrows (808-635-0922) must be immediately informed.

(H) Taking of endangered species is prohibited. A 5-mph speed limit will be adhered to in order to minimize disturbance. In the case that an endangered species does not move out of way on its own accord then the hauling operation must wait for the bird to move or a different route can be established. If any nest are found or if there is any form of take of an endangered species, contact the refuge biologist Kim Uyehara (cell: 808-635-9309).

(I) Safety is of paramount importance to the Kauai National Wildlife Refuge Complex. All accidents or injuries should be reported to Deputy Project Leader as soon as possible.

**107.19 Construction Parcel Requirements.** Construction Parcels C1, C2 and C4 right-of-entries are incorporated into the Contract Documents.

Contractor shall comply with the following requirements for Construction Parcel C2 within property TMK (4) 5-4-004:010:

(A) Access the slope work from Kuhio Highway. Access for slope construction from the property's driveway is not permitted.

(B) Coordinate with the owner for driveway access. Only limited access thru the property driveway is allowed for collection and removal of spoils that fall down the slope. The spoils shall be removed offsite to a permitted disposal site.

(C) Vehicles shall back into or back out of the driveway. Vehicles are not allowed to turn around off of the driveway. Vehicles and personnel are not permitted beyond the construction parcel limits.

(D) Storing of material on or along the property driveway is not permitted."

**END OF SECTION 107**

## PROPOSAL SCHEDULE - HANAIEI HILLS

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
201.0100	Clearing and Grubbing	2	ACRE	\$ _____	\$ _____
203.0120	Roadway Excavation of Weakened Pavement Areas	495	C.Y.	\$ _____	\$ _____
203.2100	Slope Trimming - Hanalei Hills	3,800	C.Y.	\$ _____	\$ _____
206.2020	Structure Excavation for Drainage System	1,745	C.Y.	\$ _____	\$ _____
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP - Hanalei Hills	L.S.	L.S.	L.S.	\$ _____
209.0200	Additional Water Pollution, Dust, and Erosion Control - Hanalei Hills	F.A.	F.A.	F.A.	\$ <u>100,000.00</u>
301.0100	Hot Mix Asphalt Base Course	755	Tons	\$ _____	\$ _____
304.0100	Aggregate Base	140	C.Y.	\$ _____	\$ _____
305.0100	Aggregate Subbase	325	C.Y.	\$ _____	\$ _____
401.0410	PMA Pavement, Mix No. IV	990	Tons	\$ _____	\$ _____
415.0110	Cold Planing	5,480	S.Y.	\$ _____	\$ _____
603.0010	Bed Course Material for Culvert	330	C.Y.	\$ _____	\$ _____
603.0100	Clean Existing Culverts	F.A.	F.A.	F.A.	\$ <u>20,000.00</u>

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## PROPOSAL SCHEDULE - HANAIEI HILLS

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
603.1010	24-inch Reinforced Concrete Pipe, Class III	1,455	L.F.	\$ _____	\$ _____
603.8000	3.0 ft Wide x 1.5 ft High Box Culvert	70	L.F.	\$ _____	\$ _____
603.9000	24-inch HDPE Pipe	280	L.F.	\$ _____	\$ _____
604.1000	Type C Manhole, 5.00 feet to 5.99 feet	1	EACH	\$ _____	\$ _____
604.5000	Type 61616P Grated Drop Inlet, 6.00 feet to 6.99 feet	1	EACH	\$ _____	\$ _____
604.6000	Type 61616P Grated Drop Inlet Modified, 5.00 feet to 5.99 feet	2	EACH	\$ _____	\$ _____
604.6100	Type 61616P Grated Drop Inlet Modified, 6.00 feet to 6.99 feet	1	EACH	\$ _____	\$ _____
604.6200	Type 61616P Grated Drop Inlet Modified, 7.00 feet to 7.99 feet	1	EACH	\$ _____	\$ _____
604.7000	Type 61214P Grated Drop Inlet Modified, 4.00 feet to 4.99 feet	2	EACH	\$ _____	\$ _____
604.7100	Type 61214P Grated Drop Inlet Modified, 5.00 feet to 5.99 feet	4	EACH	\$ _____	\$ _____
604.7200	Type 61214P Grated Drop Inlet Modified, 6.00 feet to 6.99 feet	4	EACH	\$ _____	\$ _____
606.2000	W-Beam Metal Guardrail	590	L.F.	\$ _____	\$ _____
606.5000	Terminal Section (MSKT or Approved Equal)	1	EACH	\$ _____	\$ _____
607.1000	6-Feet, Chain Link Fence with Top Rail	290	L.F.	\$ _____	\$ _____

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## PROPOSAL SCHEDULE - HANAIEI HILLS

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
612.1000	Grouted Rubble Paving	41	C.Y.	\$ _____	\$ _____
619.1000	Vines (Bougainvillea, Awikiwiki, Prince Kuhio, Pink Mandevilla), Soil Amendments, Black Cinder, Temporary Irrigation, and Plant Establishment Period	L.S.	L.S.	L.S.	\$ _____
621.1000	Inventory of Invasive Species before Construction - Hanalei Hills	L.S.	L.S.	L.S.	\$ _____
621.2000	Invasive Species Removal Plan - Hanalei Hills	F.A.	F.A.	F.A.	\$ <u>13,000.00</u>
621.3000	Removal of Plants and Animals Established before Physical Construction or Site Work, Post-removal Monitoring - Hanalei Hills	F.A.	F.A.	F.A.	\$ <u>70,000.00</u>
621.4000	Monitoring of Invasive Species during and after-Construction - Hanalei Hills	L.S.	L.S.	L.S.	\$ _____
621.5000	Post-Construction Inventory Prior to Returning the Site to the State - Hanalei Hills	L.S.	L.S.	L.S.	\$ _____
629.1004	4-Inch Pavement Striping (Type III Tape or Thermoplastic Extrusion)	200	LF	\$ _____	\$ _____
629.1014	4-Inch Double Pavement Striping (Type III Tape or Thermoplastic Extrusion)	1,940	LF	\$ _____	\$ _____

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## PROPOSAL SCHEDULE - HANAIEI HILLS

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
629.1024	6-Inch Pavement Striping (Type III Tape or Thermoplastic Extrusion)	2,705	LF	\$ _____	\$ _____
629.1036	8-Inch Pavement Striping (Type III Tape or Thermoplastic Extrusion)	1,715	LF	\$ _____	\$ _____
629.1054	12-Inch Pavement Striping (Type III Tape or Thermoplastic Extrusion)	30	LF	\$ _____	\$ _____
629.1110	Pavement Arrow (Tape, Type III or Thermoplastic Extrusion)	2	Each	\$ _____	\$ _____
629.1130	Yield Line (Tape, Type III or Thermoplastic Extrusion)	1	Lane	\$ _____	\$ _____
629.1135	Stop Bar (Tape, Type III or Thermoplastic Extrusion)	2	Lane	\$ _____	\$ _____
629.2020	Type C Pavement Marker	220	Each	\$ _____	\$ _____
629.2030	Type D Pavement Marker	400	Each	\$ _____	\$ _____
631.0100	Regulatory Sign (10 Square Feet or Less) with Post	1	Each	\$ _____	\$ _____
632.0500	Milepost Marker with Post (Bi-Directional)	1	Each	\$ _____	\$ _____
638.2010	Gutter, Type 2 61214	868	L.F.	\$ _____	\$ _____

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## PROPOSAL SCHEDULE - HANAIEI HILLS

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
638.2012	Gutter, Type 2 61616	618	L.F.	\$ _____	\$ _____
638.2014	Gutter, Type 2 61612	87	L.F.	\$ _____	\$ _____
643.0110	Maintenance of Existing Landscape Areas - Hanalei Hills	FA	FA	FA	\$ <u>40,000.00</u>
645.1000	Traffic Control - Hanalei Hills	L.S.	L.S.	L.S.	\$ _____
645.2000	Additional Police Officers, Additional Traffic Control Devices, and Advertisement - Hanalei Hills	FA	FA	FA	\$ <u>100,000.00</u>
648.1000	Field-Posted Drawings - Hanalei Hills	L.S.	L.S.	L.S.	\$ _____
657.0100	Grouted Soil Anchor for Anchored Wire Mesh (20 feet deep with Spike Plate and Cap) - Hanalei Hills	22,600	L.F.	\$ _____	\$ _____
657.0200	Added Grouted Soil Anchor Length for Anchored Wire Mesh (Up to 30 feet deep with Coupler to add to 20-foot Soil Nail) - Hanalei Hills	11,300	L.F.	\$ _____	\$ _____
657.0300	Added Grouted Soil Anchor Length for Anchored Wire Mesh (Up to 40 feet deep with Coupler to add to 30-foot Soil Nail) - Hanalei Hills	11,300	L.F.	\$ _____	\$ _____
657.0400	Pre-Production Sacrificial Grouted Soil Anchor Verification Tests - Hanalei Hills	4	EACH	\$ _____	\$ _____

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## PROPOSAL SCHEDULE - HANAIEI HILLS

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
657.0500	Grouted Soil Anchor Proof Tests - Hanalei Hills	60	EACH	\$ _____	\$ _____
657.0600	Anchored Wire Mesh System - Hanalei Hills	63,000	S.F.	\$ _____	\$ _____
657.2000	Repairs to Lower Hanalei Slope Soil Nails	F.A.	F.A.	F.A.	\$ 120,000.00
671.1000	Protection of Endangered Species - Hanalei Hills	F.A.	F.A.	F.A.	\$ 40,000.00
696.1000	Field Office Trailer (Not to Exceed \$32,000)	L.S.	L.S.	L.S.	\$ _____
696.1100	Maintenance of Trailers	F.A.	F.A.	F.A.	\$ 25,000.00
699.1000	Mobilization - Hanalei Hills (Not to exceed 6 percent of the sum of all items excluding the bid price of this item)	L.S.	L.S.	L.S.	\$ _____

Sum of all Contract Items - Hanalei Hills.....(C) \$ \_\_\_\_\_

**NOTES:**

1. Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.
2. Bids shall include all Federal, State, County and other applicable taxes and fees.
3. If a discrepancy occurs between the Unit Price **(B)** and the Amount **(A x B)**, the Unit Price **(B)** shall govern.

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## PROPOSAL SCHEDULE - WAIKOKO

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
203.0100	Roadway Excavation	20	C.Y.	\$ _____	\$ _____
203.2101	Slope Trimming - Waikoko	1,400	C.Y.	\$ _____	\$ _____
209.0101	Installation, Maintenance, Monitoring, and Removal of BMP - Waikoko	L.S.	L.S.	L.S.	\$ _____
209.0201	Additional Water Pollution, Dust, and Erosion Control - Waikoko	F.A.	F.A.	F.A.	\$ 10,000.00
621.1001	Inventory of Invasive Species before Construction - Waikoko	L.S.	L.S.	L.S.	\$ _____
621.2001	Invasive Species Removal Plan - Waikoko	F.A.	F.A.	F.A.	\$ 7,000.00
621.3001	Removal of Plants and Animals Established before Physical Construction or Site Work, Post-removal Monitoring - Waikoko	F.A.	F.A.	F.A.	\$ 30,000.00
621.4001	Monitoring of Invasive Species during and after-Construction - Waikoko	L.S.	L.S.	L.S.	\$ _____
621.5001	Post-Construction Inventory Prior to Returning the Site to the State - Waikoko	L.S.	L.S.	L.S.	\$ _____
643.0111	Maintenance of Existing Landscape Areas - Waikoko	FA	FA	FA	\$ 10,000.00
645.1001	Traffic Control - Waikoko	L.S.	L.S.	L.S.	\$ _____

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## PROPOSAL SCHEDULE - WAIKOKO

ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
645.2001	Additional Police Officers, Additional Traffic Control Devices, and Advertisement - Waikoko	FA	FA	F.A.	\$ 50,000.00
648.1001	Field-Posted Drawings - Waikoko	L.S.	L.S.	L.S.	\$
657.0101	Grouted Soil Anchor for Anchored Wire Mesh (20 feet deep with Spike Plate and Cap) - Waikoko	18,000	L.F.	\$	\$
657.0201	Added Grouted Soil Anchor Length for Anchored Wire Mesh (Up to 30 feet deep with Coupler to add to 20-foot Soil Nail) - Waikoko	9,000	L.F.	\$	\$
657.0301	Added Grouted Soil Anchor Length for Anchored Wire Mesh (Up to 40 feet deep with Coupler to add to 30-foot Soil Nail) - Waikoko	9,000	L.F.	\$	\$
657.0401	Pre-Production Sacrificial Grouted Soil Anchor Verification Tests - Waikoko	4	EACH	\$	\$
657.0501	Grouted Soil Anchor Proof Tests - Waikoko	50	EACH	\$	\$
657.0601	Anchored Wire Mesh System - Waikoko	44,500	S.F.	\$	\$
671.1001	Protection of Endangered Species - Waikoko	F.A.	F.A.	F.A.	\$ 35,000.00

PROPOSAL SCHEDULE - WAIKOKO					
ITEM NO.	ITEM	APPROX. QUANTITY (A)	UNIT	UNIT PRICE (B)	AMOUNT (A x B)
695.0101	Positive Protection Barrier - Waikoko	40	EACH	\$ _____	\$ _____
699.1001	Mobilization - Waikoko (Not to exceed 6 percent of the sum of all items excluding the bid price of this item)	L.S.	L.S.	L.S.	\$ _____
Sum of all Contract Items - Waikoko.....(D)					\$ _____
NOTES: 1. Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid. 2. Bids shall include all Federal, State, County and other applicable taxes and fees. 3. If a discrepancy occurs between the Unit Price <b>(B)</b> and the Amount <b>(A x B)</b> , the Unit Price <b>(B)</b> shall govern.					



## PROPOSAL SUMMARY

Total Amount for Comparison of Bids - Hanalei Hills (from Page P-13).....**(C)**      \$ \_\_\_\_\_

Total Amount for Comparison of Bids - Waikoko (from Page P-16).....**(D)**      \$ \_\_\_\_\_

Total Amount for Comparison of Bids.....**(C + D)**      \$                     

### NOTES:

1. Bidders must complete all unit prices and amounts on previous proposal pages. Failure to do so may be grounds for rejection of bid.
2. Bids shall include all Federal, State, County and other applicable taxes and fees.
3. If a discrepancy occurs between the Unit Price **(B)** and the Amount **(A x B)**, the Unit Price **(B)** shall govern.
4. The Total Amount for Comparison of Bids will be used to determine the lowest responsible bidder.

1 **PROPOSAL SCHEDULE**

2  
3 The bidder is directed to Subsection 105.16 – Subcontracts.

4  
5 The bidder's attention is directed to Sections 696 - Field Office and Project  
6 Site Laboratory and 699 - Mobilization for the limitation of the amount bidders are  
7 allowed to bid.

8  
9 If the bid price for any proposal item having a maximum allowable bid  
10 indicated therefore in any of the contract documents is in excess of such a  
11 maximum amount, the bid price for such proposal item shall be adjusted to reflect  
12 the limitation thereon. The comparison of bids to determine the successful  
13 bidder and the amount of contract to be awarded shall be determined after such  
14 adjustments are made, and such adjustments shall be binding upon the bidder.

15  
16 The bidder is directed to Section 717 – Cullet and Cullet-Made Materials  
17 regarding recycling of waste glass.  
18  
19

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

SAMPLE FORMS

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Disclosure of Lobbying Activities (Standard Form – LLL and LLL-A)

Statement of Compliance (Form WH-348)

Chapter 104, HRS Compliance Certificate