

ADVERTISEMENT INVITATION FOR BID AND PUBLIC NOTICE

Friends of The Volcano School of Arts & Sciences

Friends of The Volcano School of Arts & Sciences ("FVSAS") site improvements to facilitate the development of the Pre-K Program. Such improvements may include grubbing, grading, waterline and sewer installation, ADA parking, and drainage improvements infrastructure.

Volcano, Hawaii

Notice is hereby given that FVSAS invites and will receive sealed bids at 455 E Lanikaula Street, Hilo, Hawaii 96720 reception desk at or before the hour of 4:00 pm HST, on November 1, 2019, for the Volcano School of Arts & Sciences site improvements.

Bids received will be time clock recorded by Engineering Partners Inc.. Bids received after 4:00 pm HST on November 1, 2019, will be deemed late. Upon bid closing time, timely bids will be opened.

Work includes clearing and grubbing, earthwork grading, utility installation, concrete work, AC paving, vehicle gate installation, and gravel driveway construction.

The Site of Work is located at the Keakealani Campus, 19-4024 Haunani Road, Volcano, Hawaii 96785.

Bidders requiring clarification or interpretation of the bidding documents shall do so in writing, by 4:00 pm local time on October 15, 2019 to:

Engineering Partners, Inc.
455 E Lanikaula St.
Hilo, HI 96720

FVSAS will not award the contract to a person who at the time is not properly licensed or if the contract exceeds the limit of the bidder's license in accordance to HRS Chapter 444, HAR 16-17 and HRS 436B. The bidder's Hawaii State Contractor's license number, classification and complete information shall be included with bid. Bidder also cannot be on the Federal Excluded Contractors list at the time of bid.

Bidders shall guarantee their bids for a period of 90 days after bid opening.

Drawings and Specifications may be examined and obtained from the Engineer listed above.

Project is funded in whole or in part by the State of Hawaii, Chapter 42F, Hawaii Revised Statutes, as administered by the State of Hawaii Department of Accounting and General Services. The successful awardee shall be responsible for the compliance with all current county, state and federal laws, rules, and regulations, including without limitation those mandated by the State of Hawaii, Chapter 42F, Hawaii Revised Statutes, as administered by the State of Hawaii Department of Accounting and General Services. It is the responsibility of the bidder to identify the needed compliance and include the associated costs in the bid.

Minority, disadvantaged, and women-owned businesses are encouraged to submit bids.

Bidders are advised of the applicability of Act 68 (Employment of State Residents on Construction Procurement Contracts) and Act 17 (Public Works Construction Apprenticeship Agreement), as deemed feasible to the overall project by FVSAS.

Geotechnical survey(s) and/or soil survey(s) will be conducted after bid selection and coordinated with selected bidder. Contractor is subject to all OSHA Construction Industry Standards (e.g. personal protective equipment).

Adherence to the Americans with Disabilities Act of 1990 and Revised ADA Regulations Implementing Title II and Title III are required on the job site. Construction shall meet ADA Standards for Accessible Design.

FVSAS is committed to building an environmentally friendly facility and promoting full and equal business opportunities for all persons doing business in the State of Hawaii. The successful bidder acknowledges that the contract will be bound by federal, state, and local laws regarding minimum wage rates, overtime work, hiring and discrimination laws. FVSAS encourages all bidders to consider the utilization of local, small, minority, women-owned, and/or physically challenged business suppliers, service providers, consultants, and contractors in this project.

FVSAS reserves the right to reject any or all bids, to waive any formality in a bid, and make award on a best value basis. Pricing and technical capability are of equal importance. It is therefore imperative that bidders include all the requested information and best price in their submission to have full consideration. Bidders may be disqualified and their bids rejected for failure to comply with: 1) State of Hawaii, Chapter 42F, Hawaii Revised Statutes, as administered by the State of Hawaii Department of Accounting and General Services requirements or 2) any county, state and federal laws, rules, and regulations on any current State of Hawaii funded project(s) or any completed State of Hawaii project(s) within the last three (3) years.

Contract Form shall be AIA A101, a standard form of agreement between Owner and Contractor for use where the basis of payment is a stipulated sum (fixed price). Contract Terms to include, but not limited to:

1. Date of commencement shall be pursuant to a written Notice to Proceed (NTP) by the Owner.
2. The Contractor shall achieve Substantial Completion of the entire Work not later than 120 days from the date of commencement, which may be subject to the project timeline submitted at the time of the bid.
3. The Disbursement Process shall be in accordance to the grant agreement between FVSAS and the State of Hawaii Department of Accounting and General Services, the Contractor agrees to providing and/or adhering the following:
 - Original Invoices with Material Receipts
 - Projected Timeline
 - Construction Budget

- Applicable monitoring by a representative of the State of Hawaii Department of Accounting and General Services to ensure compliance with Chapter 42F, Hawaii Revised Statutes, and the public purpose and legislative intent of the grant (e.g. the described project).
- Applicable Tax Clearances (e.g. Hawaii State Department of Taxation and Internal Revenue Service), upon request.
- Any other required documentation within reason.

The objective is to pay the Contractor not more than 45 days after the complete submission of the Applicant for Payment (e.g. Pay Application Forms), as described in Pay Application and Final Pay Application, but payment disbursement is contingent on the State of Hawaii approval and payment processing and could take upwards of 90 days or longer. Therefore, the Owner shall not be responsible for payment delays related to the State of Hawaii approval and payment processing, if the Owner acted in accordance to and complied with the Compensation and Payment Schedule of the State of Hawaii Agreement for Grants.

The parties agree to submit all claims and disputes to mandatory mediation, which shall be administered by Dispute Prevention & Resolution (DPR), Inc. in Honolulu, Hawaii. If no agreement is reached, submit dispute to arbitration, which is administered by DPR.

Pay Application Forms (AIA) shall be:

- G701 Change Order (no cost change orders only)
- G702 Application and Certificate for Payment
- G703 Continuation Sheet

Pay Application (in addition to that stated above) shall include:

- All applicable invoices from Contractors and any other supporting documentation;
- Unconditional lien waivers from all Contractors in the sum received by each such Contractor;
- Conditional lien waivers from all Contractors for the current draw request; and
- Any other information or documents that may be reasonably requested by the Owner.

Final Pay Application (in addition to that stated above) shall include:

- Evidence satisfactory to the Owner of the issuance by all appropriate governmental authorities of applicable final certificates for the Project;
- Final as-built plans prepared by the General Contractor (and reviewed/approved by Architect), showing the completed Project;
- A warranty for the work and materials;
- All operating manuals and manufacturers' warranties, as related to work performed under this contract;
- Final lien waivers from all persons furnishing labor or materials with respect to the Project;

- Certificate of Substantial Completion using A1A form G704 or similar form approved by the Owner prepared by the Architect and executed by the General Contractor stating that the Project has achieved Substantial Completion;
- The Contractor shall file a Notice of Completion upon certification of Substantial Completion by the Architect with respect to the work performed under this contract; and
- Any other items as the Owner may reasonably require.

Insurance (detailed requirements will be provided upon request):

- Performance Bond
- Builder's Risk Coverage
- General Liability
- Evidence of Workmen Compensation Insurance

The Contractor will provide a Certificate of Insurance that names Friends of The Volcano School of Arts & Sciences, The Volcano School of Arts & Sciences, and the State of Hawaii Department of Accounting and General Services (and/or any other department as directed by the State of Hawaii), as Additional Insured and has Primary/Non-Contributory Wording on their liability policies. Certificate will be required prior to construction and/or upon request.