



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII'
DEPARTMENT OF TRANSPORTATION | KA 'OIHANA ALAKAU
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

October 4, 2024

**NOTICE OF PUBLIC AUCTION
FOR THE SALE AND DISPOSITION OF VESSEL HACHI 8
PURSUANT TO HAWAII REVISED STATUTES § 266-27 AND § 171-31.5**

Notice is hereby given that the Fishing Vessel "HACHI 8" ("vessel") is being offered for sale by the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION HARBORS ("State" or "HDOT"), pursuant to Hawaii Revised Statutes ("HRS") §266-27 and § 171-31.5.

The AUCTION period will be for 30 calendar days from the inspection date of this notice.

The Reserve price is set at ten thousand dollars (\$10,000.00) payable upon notice of winning bid and subject to the terms and conditions herein. If winning bid is higher, any balance is due within 30 days.

By submitting a bid, the bidder agrees to all terms herein. The vessel shall be sold AS-IS, WHERE-IS WITH ALL FAULTS AND NO WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF: (1) THE VESSEL (SUCH AS, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE); OR (2) ANY ITEMS ON THE VESSEL. LIKEWISE, THE STATE MAKES NO REPRESENTATION OR WARRANTY AS TO THE EXISTENCE OR NON-EXISTENCE OF LIENS OR ENCUMBRANCES.

The winning bidder purchases the vessel at its own risk and the State makes no representation as to the validity of title and the ability of the winning bidder to register and/or document the vessel. The State also makes no guarantees or warranties to the existence or non-existence of defects, no sale will be invalid if defects are discovered, and the State as well as its employees and officers assume no responsibility or liability.

Potential bidders may inspect the vessel and its contents at their own risk on **Friday, October 18, 2024, 10:00 a.m. HST**, at Pier 15, Honolulu Harbor. Requests for an inspection of the vessel and its contents must be arranged for **in advance** by calling Mr. Shane Prather, Harbor Operations Supervisor, at (808) 587-2056, during normal business hours of 7:45 a.m.– 4:30 p.m., Monday to Friday excluding holidays; or by email at Jeffrey.S.Prather@hawaii.gov. Potential bidders, who have made arrangements in advance, may inspect the vessel and its contents at their own risk, and shall release the State from any and all claims, losses, damages, liabilities,

October 4, 2024

Page 2

deaths, injuries, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with the inspection of the vessel or its contents.

By submitting a bid, the bidder acknowledges that it relied solely on its own inspection and due diligence and not on information from the State.

Bids must be in a sealed envelope with return name, address, and contact details to identify bidder. Bids may either be mailed to the State of Hawaii Department of Transportation, Harbors Oahu District office, or hand-delivered to the drop box located at:

700 Fort Street
Pier 11 Gallery
Honolulu, HI 96813

All bids must be *received* by HDOT no later than **Monday, November 18, 2024, 4:30 p.m. HST**. Bids received after the stated deadline may not be considered. The winning bidder will be contacted within five business days of the closing of the auction in accordance with the contact information provided. Should HDOT not be able to contact the winning bidder with the provided contact information within a reasonable amount of time, the second-place bidder will be contacted, and so on until positive contact is made.

The winning bidder shall be the bidder who offers the highest bid for the vessel, that is equal to or greater than the reserve price. Any ties will be decided by the time the bid was received by HDOT as evidenced by the HDOT timestamp. If no bid is received, the State may sell the vessel by negotiation, dispose of the vessel as junk, donate the vessel to any governmental agency, or any other action allowable by law.

The winning bidder accepts responsibility for and agrees to release, indemnify, defend and hold harmless the State and its employees and officers from and against any and all claims, losses, damages, liabilities, deaths, injuries, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with the winning bidder's, its agents', its employees', its representatives', or its contractors' acts or omissions arising out of or related to the bidding and purchase of the vessel including, but not limited to, removal of the vessel.

The winning bidder shall permanently remove the entire vessel from Honolulu Harbor, at the sole cost and risk to the winning bidder, **within thirty (30) calendar days** from the issuance of the Bill of Sale. The winning bidder must comply with any and all Federal and State laws, rules, ordinances, orders, and regulations including, but not limited to, HRS Chapters 6E and 343 as well as any requirements of any governmental agencies including but not limited to,

the United States Coast Guard, the National Oceanic and Atmospheric Administration, and any other state or federal agency, if applicable. The sale includes the subject vessel plus any contents and fixtures which are on the vessel. The winning bidder must pay the full amount as stated above or upon issuance of the bill of sale, should that be sooner.

The winning bidder shall pay, process, and be responsible for all transfer of ownership paperwork. The winning bidder shall also be responsible to pay any HDOT fees incurred while the vessel remains in the harbor after the notice of winning bid is provided. Any and all Bank Checks should be payable to the Department of Transportation Harbors Division and delivered to the Department of Transportation – Harbors Oahu District, 700 Fort Street, Pier 11 Gallery, Honolulu, Hawaii 96813.

If the winning bidder fails to satisfactorily and timely pay sums as described herein, fails to remove the vessel by the required deadline, or otherwise fails to comply with any of the terms herein, the State may cancel the bill of sale to the winning bidder, the winning bidder shall forfeit any money paid to the State, and the State may sell the vessel by negotiation, dispose of the vessel as junk, donate the vessel to any governmental agency, or take any other action allowable by law.

The State reserves the right to cancel this auction at any time without accepting any bid.



PETER PILLONE

Commercial Harbors Manager
Harbor Master – Oahu District

October 4, 2024

Date