

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
1151 Punchbowl Street, Room 221
Honolulu, Hawaii 96813

ADDENDUM NO. 3

TO

JOB NO. G25CH17A
UPOLU WELL DEVELOPMENT
0.5 MG RESERVOIR AND TRANSMISSION MAIN
North Kohala, Island of Hawaii, Hawaii

02/23/23

This addendum as issued shall become part of the Contract Documents for the subject project. The bid documents, plans, and specifications shall be amended as follows:

GENERAL INFORMATION

The Offer Due Date and Time shall be changed to March 2, 2023, at 2 P.M. Offer proposals shall be submitted through the HIEPRO solicitation.

PROPOSAL

REPLACE the proposal issued in Addendum No. 2 in its entirety with the attached revised proposal of which is available for download on the HIEPRO website.

SPECIFICATION

1. The Information and Instruction to Bidders, Section K shall be replaced with the revised Section K below:

K. EVALUATION OF BIDS AND METHOD OF AWARD:

1. **If the lowest responsive bidder's Total Base Bid (Items 1 to 94) is at or lower than the project budget amount, then that bidder will be awarded the project at their Total Base Bid amount.**
2. **If the Total Base Bid for all responsive bidders are over the project budget, then the bid proposals will be evaluated by deleting the "Conventionally Reinforced Concrete Reservoir" items (Items 65 to 93) from the Total Base Bid and the Additive Alternative No. 1 items (Items 95 to 96) will be added to the remaining**

Total Base Bid items (Items 1 to 64 and 94), which shall be referred to as the Total Adjusted Bid. The responsive bidder with the lowest Total Adjusted Bid (Base Bid Items 1 to 64 and 94, plus Additive Alternative No. 1 Items 95 to 96) will be awarded the project.

- 3. In the event the Total Adjusted Base Bid of all bidders exceeds the project budget, the State reserves the right to make an award to the responsive bidder with the lowest Total Adjusted Base Bid if additional funds are available or by reducing the scope of work through negotiation.**
2. Section 13210 – Steel Bolted Tank, Part 1 – General, 1.5 Qualification, A. Manufacture, No. 9 subsection shall be deleted in its entirety.

Engineering Division



Carty S. Chang
Chief Engineer

P R O P O S A L

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
State of Hawaii

JOB NO. G25CH17A
UPOLU WELL DEVELOPMENT
0.5 MG RESERVOIR AND TRANSMISSION MAIN
North Kohala, Island of Hawaii, Hawaii

_____, 2023

Chief Engineer
Engineering Division
Department of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to install a new pump and piping for the existing Upolu Well, construct a new 0.5 MG water storage tank, install influent and effluent watermains, construct an access road and install perimeter fencing, as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders, Information and Instructions to Bidders, Proposal, Detailed Specifications, Interim General Conditions, Plans, and any and all addenda for:

JOB NO. G25CH17A
UPOLU WELL DEVELOPMENT
0.5 MG RESERVOIR AND TRANSMISSION MAIN
North Kohala, Island of Hawaii, Hawaii

on file in the office of the Engineering Division for the TOTAL BASE BID (Items 1 to 94) of:

_____ Dollars (\$ _____)

and will fully complete all work under this contract within 365 consecutive calendar days from the date of written notice to proceed, including date of said order, said total sum being itemized on the following pages.

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UPOLU WELL DEVELOPMENT, 0.5 MG RESERVOIR, AND TRANSMISSION LINE
North Kohala, Island of Hawaii, Hawaii

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<u>GENERAL</u>					
1	L.S.		NPDES Permit Compliance. For Contractor specific data such as contractor information and project contets, site specific BMP's and Notice of Intent, etc., for construction phase.		
2	L.S.		Site BMP measures for water pollution and erosion and sediment control during construction phase of project, including installation, maintenance, and removal at end of project		
3	L.S.		Preparation, maintenance and updating of As-Built/Record Drawings for duration of project and final submittal and contractor certification of drawings to Department of Land and Natural Resources at end of project.		
4	L.S.		Project Sign, in place complete		
5	Allowance		Field Office		\$10,000.00
Subtotal for GENERAL (Items 1 to 5)					
<u>EARTHWORK, ROADWAY, AND SITE WORK</u>					
6	L.S.		Clearing and grubbing		
7	L.S.		Mass site, roadway excavation and embankment inclusive of removal and disposal of excess material to the elevations shown on plan Excavation = 2,590 Cu. Yd. Embankment = 205 Cu. Yd.		
8	49	S.Y.	4" gravel fill over geotextile fabric, grade A #3 course, conforming to ASTM size 5, inclusive of compaction, in place complete		
9	1,645	S.Y.	2" thick asphaltic concrete pavement (Mix No. 3) inclusive of surface preperation, in place complete		
10	1,645	S.Y.	6" thick base course for A.C. Pavement inclusive of compaction, in place complete		

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North Kohala, Island of Hawaii, Hawaii

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
11	1,522	L.F.	6' High chain link fence and appurtenances, including "No Trespassing" signs (5) in place complete	_____	_____
12	2	EA	6' High double-swing gate and appurtenances, including "No Trespassing", sign in place complete	_____	_____
13	542	L.F.	Demolish and remove existing cattle fence	_____	_____
14	2	EA	"Non-Potable Water Do Not Drink" sign and post, in place complete.	_____	_____
15	13	EA	Pipe Barrier, including excavation, concrete footing, and all related work, in place complete	_____	_____
16	L.S.		Furnish and install 8-inch well drain line outlet, including excavation, headwall, apron, cutoff wall, wing walls, backfill and related work, in place complete.		_____
17	37	S.Y.	Rock rip rap, including excavation, mortar, cut-off walls, weep holes, geotextile fabric, backfill and all related work, in place complete.	_____	_____
18	350	L.F.	4' wide reinforced concrete swale inclusive of excavation and incidental work, in place complete	_____	_____
19	94	L.F.	8" cement-lined ductile iron pipe, Cl. 52 (Washout & Overflow Lines), including trench excavation, backfill and cushion material and connection to seepage pits, in place complete	_____	_____
20	1	EA	8" Gate valve and valve box (for Tank Washout Line), in place complete	_____	_____
21	1	EA	8" Tideflex check valve (for Tank Washout Line), in place complete	_____	_____
22	1	EA	6" Flap valve (for Well Drain Line), in place complete	_____	_____

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ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
23	L.S.		Perforated Pipe Ring Drain, including but not limited to the following: 267 L.F. 6" HDPE perforated pipe 1 - 6" ABS Tee 2 - COTG 1 - 6" Flap Valve, or S.S. Screen and necessary fittings and accessories, inclusive of excavation aggregate backfill, filter fabric, connections to seepage pits, and necessary related work, in place complete		
24	1	EA	Seepage pit, including but not limited to: excavation, backfill, grating, geotextile fabric, reinforced concrete cover with galvanized metal grate and seat, 8'-0" diameter reinforced concrete ring liners, and all appurtenances and incidental work, in place complete		
25	L.S.		20' wide gravel driveway for access pasture area, inclusive of excavation, backfill, tie-in of existing cattle fence, in place complete		
26	L.S.		Temporary Cattle Fence along limits of project, inclusive of installation of posts and barbed wires, excavation, tie-in to existing cattle fence, and any incidental work to ensure adjacent pasture area is secure		
Subtotal for EARTHWORK, ROADWAY AND SITE WORK (Items 6 to 26)					
<u>WATER SYSTEM PIPING AND APPURTENANCES</u>					
27	L.S.		Furnish and install one pumping unit including pump, motor, pump piping, valves, wellhead, well column and tubing, instrumentation, testing, painting and appurtenances, in accordance with the plans and specifications, in place complete.		
28	L.S.		Furnish and install new compressed air system (well level) and discharge pressure system, gauge board indicators and gauges, transmitter, tubing, valves, fittings, accessories, testing, painting and appurtenances, in accordance with the plans and specifications, in place complete.		

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ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
29	L.S.		Furnish and install underground copper air line in PVC conduit from well to gauge board, including trenching and appurtenances, in accordance with the plans and specifications, in place complete.		
30	L.S.		Furnish and install flow meter system including gauge board indicator and gauge, tubing, valves, fittings, accessories, testing, painting and appurtenances, in accordance with the plans and specifications, in place complete.		
31	L.S.		Furnish and install Stilling Well with float switch and pressure transducer, and necessary appurtenances, in place complete.		
32	393	L.F.	8" HDPE WL-A pipe and fittings, including trench excavation, pipe cushion, backfill, in place complete		
33	2	EA	8"x8"x8" Tee, Butt Fusion, in place complete		
34	4	EA	8" Gate Valve & Box, in place complete		
35	1	EA	8" 1/8 Bend, Butt Fusion, in place complete		
36	2	EA	8"x6" Reducer, Butt Fusion, in place complete		
37	551	L.F.	6" HDPE WL-B pipe and fittings, including trench excavation, pipe cushion, backfill, in place complete		
38	1256	L.F.	6" HDPE WL-C pipe and fittings, including trench excavation, pipe cushion, backfill, in place complete		
39	4	EA	8" Gate Valve & Box, in place complete		
40	2	EA	6" Gate Valve Cover and Cap, in place complete		
41	1	EA	1" Air Relief Valve Unit and Box, in place complete		

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ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
42	2	C.Y.	CY, DWS 2,500 concrete for reaction blocks, test blocks, concrete beams, slabs, inclusive of necessary structural struts, straps, rods, reinforcing steel and appurtenances, with Geotextile Fabric for abrasian resistance, in place complete.	_____	_____
43	Allowance		Contingency for WL-B and WL-C additional bends, fittings, and appertenances, as necessary, in place complete		\$ 20,000.00
Subtotal for WATER SYSTEM PIPING AND APPURTENANCES (Items 27 to 43)					_____
<u>ELECTRICAL WORK</u>					
44	600	L.F.	Trenching & backfill	_____	_____
45	250	L.F.	4"C, PVC Schedule 40	_____	_____
46	100	L.F.	3"C, PVC Schedule 40	_____	_____
47	150	L.F.	2"C, PVC Schedule 40	_____	_____
48	80	L.F.	1.5"C, PVC Schedule 40	_____	_____
49	1000	L.F.	1"C, PVC Schedule 40	_____	_____
50	800	L.F.	Electrical conductor 300KCMIL, RHW	_____	_____
51	200	L.F.	Electrical conductor #4/0, RHW	_____	_____
52	2000	L.F.	Electrical conductor #12, RHW	_____	_____
53	1	EA	Switchboard	_____	_____
54	1	EA	Switchboard enclosure	_____	_____
55	1	EA	Motor control center	_____	_____
56	1	EA	Motor control center enclosure	_____	_____
57	1	EA	3P400A enclosed circuit breaker, NEMA 3R	_____	_____
58	3	EA	8"L X 6"W X 6"D junction box, NEMA4XSS	_____	_____
59	1	EA	Handhole	_____	_____

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ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
60	25	C.Y.	Concrete	_____	_____
61	1	EA	Service receptacle, weather proof	_____	_____
62	9	EA	Equipment connection	_____	_____
63	1	EA	SCADA system	_____	_____
64	1	EA	Miscellaneous and testing	_____	_____
Subtotal for ELECTRICAL WORK (Items 44 to 64)					_____
<u>CONVENTIONALLY REINFORCED CONCRETE RESERVOIR</u>					
65	100	C.Y.	Floor Slab- 6" Thick Aggregate Base	_____	_____
66	5410	S.F.	Floor Slab- 30 mil PVC & 6 mil Poly Sheeting	_____	_____
67	72	C.Y.	Floor Slab- 6" Reinforced Concrete Slab	_____	_____
68	60	L.F.	Pipe Jackets-Ef/Influent, Washout, Overflow Pipes	_____	_____
69	160	L.F.	Floor Slab- Waterstop @ Slab Joint	_____	_____
70	240	L.F.	Floor Slab- Wall Base Joint	_____	_____
71	L.S.		Foundation - Probe and Grout	_____	_____
72	83	C.Y.	Foundation - Wall Footing	_____	_____
73	34	C.Y.	Foundation - Column Pad Footing	_____	_____
74	60	EA	Foundation - Seismic Cables	_____	_____
75	238	C.Y.	Walls - 14" Reinforced Concrete Walls	_____	_____
76	17	C.Y.	Columns - 18" Diameter Columns	_____	_____
77	120	EA	Walls - Roof Dowels to Wall	_____	_____
78	240	L.F.	Walls - Horiz. Wall Joint	_____	_____
79	L.S.		Walls - Overflow Pipe Coating & Supports	_____	_____
80	5500	S.F.	Walls - Exterior Painting	_____	_____

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ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
81	136	C.Y.	Roof - 9" Reinforced Concrete Roof Slab	_____	_____
82	15	C.Y.	Roof - Column Drop Panels	_____	_____
83	80	L.F.	Roof - Waterstop @ Slab Joint	_____	_____
84	4900	S.F.	Roof - Fluid Applied Roofing System	_____	_____
85	1	EA	Roof - Roof Opening (4'x6') w/ Access Hatch	_____	_____
86	1	EA	Roof - Observation Hatch (2' x 2')	_____	_____
87	1	EA	Roof - Aluminum Roof Ventilator	_____	_____
88	40	L.F.	Roof - Galvanized Steel Guardrailing	_____	_____
89	2	EA	Roof - S.S. Safety Anchors	_____	_____
90	27	L.F.	Ladders - Galv Steel Exterior Ladder + Rails	_____	_____
91	26	L.F.	Ladders - S.S. Interior Ladder + Extension	_____	_____
92	L.S.		Water Level Indicator and Supports		_____
93	L.S.		Disinfection of Interior @ Leak Test		_____
Subtotal for CONVENTIONALLY REINFORCED CONCRETE RESERVOIR (Items 65 to 93)					_____
94	L.S.		Mobilization and demobilization (not to exceed 10% of the Subtotal Base Bid, Items 1 to 93)		_____
TOTAL BASE BID (Items 1 to 94)					_____

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ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<u>ADDITIVE ALTERNATIVE NO. 1</u>					
95	L.S.		0.5 MG Bolted Steel Glass-coated Tank & Accessories, including reinforced concrete floor and foundation, piping and pipe jackets within tank footprint and under slab underlayment materials		_____
96	L.S.		Probing & Grouting for Tank Foundation - same as shown for concrete reservoir		_____
Total for ADDITIVE ALTERNATIVE NO. 1 (Items 95 to 96)					_____

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Please indicate your selection of recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise & Use Taxes.

<u>DESCRIPTION</u>	<u>RECYCLED PRODUCT COST</u>	<u>NONRECYCLED PRODUCT COST</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

The bidder requesting a recycled product preference shall also complete and submit the form “CERTIFICATION OF RECYCLED CONTENT” as shown in the Interim General Conditions and provide all supporting information with this proposal. Additional information may be requested to qualify a product.

The following definitions are applicable to the CERTIFICATION OF RECYCLED CONTENT form:

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Product" includes materials, manufactures, supplies, merchandise, goods, wares, and foodstuffs.

"Recovered material" means waste material and by-products that have been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. Recovered material does not include those materials and by-products that are generated and normally reused on-site or within original manufacturing processes (such as mill broke, in the case of paper products).

"Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material, or both.

"Recycled product" means a product containing recovered material, or post-consumer recovered material, or both.

The bidder agrees that preference for recycled products shall be taken into consideration to determine the low bidder in accordance with said Section and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive any preference.

APPRENTICESHIP AGREEMENT PREFERENCE

1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. “Employ” means the employment of a person in an employer-employee relationship.
 - a. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain 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.
2. A bidder seeking the preference must state the apprenticeable trade the bidder will employ for each trade to be employed to perform the work by submitting a completed signed original Certification Form 1 verifying participation in an apprenticeship program registered with DLIR. “Apprenticeable trade” shall have the same meaning as “apprenticeable occupation” pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
 - a. The *Certification Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. “Sponsor” means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.
 - b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
 - c. The completed signed original Certification Form 1 for each trade must be submitted with the bid. Previous certifications shall not apply.
 - d. When filling out the *Certification Form 1*, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the DLIR website. “Registered apprenticeship program” means a construction trade program approved by the DLIR pursuant to HAR §12-301 and §12-30-4.
 - e. The *Certificate Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://hawaii.gov/labor/wdd>.
3. Upon receiving the *Certification Form 1*, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.
4. 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 bid

amount by five percent (5%) for evaluation purposes.

5. Should the bidder qualify for other preferences, all applicable preferences shall be applied to the bid price.

CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED

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 a legislative body.

CONDITION OF AWARD

It is understood that the award of the contract will be made on the basis of the lowest responsible Total Base Bid (Items 1 to 94), **or the Total Adjusted Bid as explained in Section K of the Information and Instructions to Bidders of Addendum No. 3**, selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 94 on page P-1.

In the event the low bid is below the available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized to award Additives to the lowest bidder. The award of Additives may be in any order or combination such that the Base Bid plus Additives do not exceed the available funds.

It is understood and agreed that the Board of Land and Natural Resources reserves the right to reject any and/or all bids and waive any defects when, in the Board's opinion, such rejection or waiver will be for the best interest of the State of Hawaii.

In the event all bids exceed available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized in situations where time or economic considerations preclude resolicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. It is understood and agreed upon that the head of the purchasing agency may delete a portion or all of any item(s) in the proposal at the stated unit or lump sum price as necessary to stay within the available funding. The bidder is responsible to make an earnest effort to represent the actual cost of each item, including all materials, labor, equipment, overhead and profit in their bid proposal to preclude claims of anticipated profit or loss of profit because of an unbalanced bid proposal.

It is also understood that if a mutually agreeable cost for the reduced scope of work necessitated by a lack of available funds cannot be agreed upon between the bidder and the head of the purchasing agency within 14 calendar days after the bid opening, then the bid may be rejected in the best interest of the purchasing agency, and the head of the purchasing agency may negotiate in progressive order (lowest to highest) with the next lowest responsible and responsive bidder.

It is also understood and agreed that the award of the contract shall be conditioned upon funds being made available for this project and further upon the right of the Board of Land and Natural Resources to hold all bids received for a period of **two hundred seventy-four (274) days** from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

It is also understood that Notice to Proceed may be delayed up to **five hundred forty-eight (548) calendar days** after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

It is also understood and agreed that the quantities given herewith are approximate only and are subject to increase or decrease, and that the undersigned will perform all quantities of work as either increased or decreased, in accordance with the provisions of the Contract Specifications.

It is also understood and agreed that the estimated quantities shown for the items for which a UNIT PRICE is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this contract, and the undersigned agrees that he is satisfied with and will at no time, dispute said estimated quantities as a means of claims for anticipated profit or loss of profit, because of a difference between the quantities of the various classes of work done or the materials and equipment installed, and the said estimated quantities. On UNIT PRICE bids, payment will be made only for the

actual number of units incorporated into the finished project at the contract UNIT PRICE.

After the HIEPRO bid due date and time, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared. In the comparison of bids, words written in the proposal shall govern over figures and unit prices will govern over totals. Until the award of the contract, however, the right will be reserved to reject any and all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

It is also understood and agreed that liquidated damages in the amount of Five Hundred and 00/100 dollars (\$500.00) for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.

It is also understood and agreed that if this bid is accepted, the successful bidder must enter into and execute a contract with the Board of Land and Natural Resources and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

It is also understood and agreed that the successful bidder will provide all necessary labor, materials, tools, equipment, and other incidentals necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

It is understood that by submitting this proposal, 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 two years.

It is understood that by submitting this proposal in accordance with HAR 3-122-192, the undersigned is declaring that the price submitted is independently arrived without collusion.

It is also understood that by submitting this proposal, a Certification for Safety and Health Programs for bids in excess of \$100,000 (in accordance with HRS 396-18), the undersigned certifies that his organization 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 (HIOSH).

It is further understood and agreed that the successful bidder shall comply with paragraph 3.1.a "SUBCONTRACTING" of the General Provisions which requires that the contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work embraced in the Contract, except that certain contract items of work, if specifically referred to in the special provisions, will be exempted from said twenty percent requirement.

Compliance with §103-310 HRS. As a condition of award all bidders shall comply with all laws governing entities doing business in the State, including Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security – unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 HRS (temporary disability insurance); and Chapter 393 HRS (pre-paid health care), and shall produce all documents to the State (DLNR, Engineering Division) required to demonstrate compliance with these subsections. Any bidder making a false affirmation or certification under this subsection shall be suspended and may be debarred from further offerings or awards pursuant to §103D-702 HRS.

RECEIPT OF ADDENDA

The bidder also acknowledges receipt of any and all addenda issued by the Engineering Division, by recording the date of receipt of the respective addenda in the space provided below:

<u>Addendum</u>	<u>Date Received</u>	<u>Addendum</u>	<u>Date Received</u>
No. 1	_____	No. 5	_____
No. 2	_____	No. 6	_____
No. 3	_____	No. 7	_____
No. 4	_____	No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

It is also understood and agreed that if this Proposal is accepted and the undersigned should fail or neglect to contract as aforesaid, the Board may determine that the bidder has abandoned the Contract, and thereupon, forfeiture of the security accompanying his proposal shall operate and the same shall become the property of the Board.

JOINT CONTRACTORS OR SUBCONTRACTORS
TO BE ENGAGED ON THIS PROJECT

The Bidder agrees that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the required work indicated pursuant to Section 103D-302, HRS. It is the sole responsibility of the contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project. The Bidder certifies that the completed listing of joint contractors or subcontractors fulfills the requirements for the project and the Bidder, together with the listed subcontractors or joint contractors have all the specialty contractor's licenses to complete the work, except as provided for in HRS §103D-302(b). Failure of the Bidder to comply with this requirement may be just cause for rejection of the bid.

“A” General Engineering Contractors and “B” General Building Contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the “A” and “B” contractor may still bid on and act as the “prime” contractor on an “A” or “B” project (See, HRS §444-7 for the definitions of an “A” and “B” project.), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor's license (*An “A” or “B” contractor obtains “C” specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32*). The remaining work must be performed by appropriately licensed entities.

General Engineering “A” Contractors automatically have these “C” specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b and C-61.

General Building “B” Contractors automatically have these “C” specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a and C-42b.

In completing the Joint Contractors or Subcontractors List, describe the specialty contractor's nature and scope of work to be performed for this project and provide the complete firm name of the joint contractor or subcontractor in the respective columns. If the Bidder is a general contractor and providing the work of the required specialty contractor, fill in the Bidder's (general contractor's) name and nature and scope of work to be performed on this project.

List only one joint contractor or subcontractor per required specialty contractor's classification, unless within the same specialty, the work of each joint contractor or subcontractor can be described so that there is no overlap in work descriptions.

If a contractor's license is required by law for the performance of the work which is called for in this bid, the bidder and all subcontractors must have the required license before the submission of the bidder's proposal in the case of a non-federal aid project, and for federal-aid projects, the bidder must have the required license prior to the award of the project and all subcontractors prior to the start of the subcontracted work.

COMPLETE FIRM NAME OF JOINT CONTRACTOR OR SUBCONTRACTOR	NATURE AND SCOPE OF WORK TO BE PERFORMED

**JOINT CONTRACTORS OR SUBCONTRACTORS LIST FOR THE ADDITIVE
ALTERNATIVE NO. 1**

Bidder agrees that for projects with additives alternative(s), the Bidder, joint contractor or subcontractor listed in the completed “Joint Contractors or Subcontractors List for the Additive Alternative No. 1” will perform work for the respective additive alternative.

Additive Alternative No. 1

COMPLETE FIRM NAME OF JOINT CONTRACTOR OR SUBCONTRACTOR	NATURE AND SCOPE OF WORK TO BE PERFORMED

Enclosed herewith is a:

- 1. Surety Bond (*1))
- 2. Legal Tender (*2))
- 3. Cashier's Check (*3))
- 4. Certificate of Deposit (*3)) in the
- 5. Certified Check (*3)) amount
- 6. Official Check (*3)) of
- 7. Share Certificate (*3))
- 8. Teller's Check (*3))
- 9. Treasurer's Check (*3))

(Cross Out Those Not Applicable)

_____ Dollars (\$ _____)

as required by law.

Respectfully submitted,

 Name of Company, Joint Venture
 or Partnership

 Contractor's License No.

By _____
 Signature (*4)

Title _____

Print Name _____

Date _____

Address _____

Telephone No. _____

E-Mail Address _____

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 drawn by, or a certified 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 or 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. PROPOSAL MUST BE INTACT, MISSING PAGES MAY INVALIDATE YOUR BID.

End of Proposal