

P R O P O S A L

FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
State of Hawaii

JOB NO. J43CM74A
MAUI OFFICE ANNEX
Wailuku, Maui, Hawaii

_____, 2016

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 remove asbestos cement pipe and hazardous materials abatement; demolition and removal of an existing brick building and accessory structures; construction of an approximately 7,000 square foot building, boat canopy, storage buildings and carports with associated site improvements, 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. J43CM74A
MAUI OFFICE ANNEX
Wailuku, Maui, Hawaii

on file in the office of the Engineering Division for the TOTAL BASE BID (Items 1 to 115) of:

_____ Dollars (\$_____)

and will fully complete all work under this contract within 730 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.

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
<u>MOBILIZATION</u>				
1.	1	Each, Project Sign, including installation and all incidentals in place complete	\$ _____	\$ _____
2.	L.S.	Construction survey and layout, utility toning survey, pre-construction survey, post-construction survey, and all incidentals	\$ _____	\$ _____
3.	L.S.	Erosion control measures including inlet protection, ingress/egress pad, filter sock, dust barrier, and all incidentals, in place complete	\$ _____	\$ _____
4.	L.S.	Relocate and reassemble two(2) storage containers, wood platform and steel-framed cover to DLNR-owned property at Maalaea Harbor*	\$ _____	\$ _____
5.	L.S.	Archaeological Monitoring	\$ _____	\$ _____
6.	L.S.	Field Office	\$ _____	\$ _____
<u>SITE DEMOLITION</u>				
7.	0.38	Acre, Clearing and grubbing, light growth	\$ _____	\$ _____
8.	105	Lin. Ft., Demolition and removal of existing 4" CIP water service line including capping ends of existing pipe to be abandoned-in-place	\$ _____	\$ _____
9.	L.S.	Remove existing 3" and temporary 1" water meter connections, boxes, backflow preventers and cap ends of 2" CP, 3" GSP, 4" ACP and 4" CIP water lines to be abandoned-in-place*	\$ _____	\$ _____
10.	L.S.	Demolition and removal of all existing structures, pavement and fencing; excluding hazardous material abatement*	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
11.	L.S.	Cesspool closure, including cleaning and disposal of existing sludge, backfill, filter fabric, all incidentals, in place complete	\$ _____	\$ _____
<u>HAZARDOUS MATERIALS ABATEMENT</u>				
12.	300	Lin. Ft., Hazardous materials abatement and removal of 4" underground asbestos containing concrete pipe, including capping end of 4" ACP to be abandoned-in-place, testing, fees, disposal and all incidentals	\$ _____	\$ _____
13.	L.S.	Hazardous materials abatement of asbestos-containing materials, lead-containing materials, lead-based paint, and mercury-containing florescent lamps, including testing, fees, removal, disposal and all incidentals	\$ _____	\$ _____
<u>MASS GRADING</u>				
14.	1,581	Cu. Yd., Excavation for grading, including hauling, embankment, and all incidentals, in place complete	\$ _____	\$ _____
<u>SITE IMPROVEMENTS</u>				
15.	811	Lin. Ft., 6-inch Concrete Curb, including connections to concrete headers, drop curb, curb breaks, and all incidentals, in place complete	\$ _____	\$ _____
16.	386	Sq. Ft., 40-mil Impermeable Membrane including all incidentals, in place complete	\$ _____	\$ _____
17.	76	Lin. Ft., Grade Adjustment Curb, including all incidentals, in place complete	\$ _____	\$ _____
18.	52	Lin. Ft., Concrete Header, including connections to concrete curbs, and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
19.	17	Each, 6-ft Concrete Wheel Stops and all incidentals, in place complete	\$ _____	\$ _____
20.	2,140	Sq. Yd., Asphalt Pavement, including 2" asphalt, 6" aggregate base course, 6" select borrow, and all incidentals, in place complete	\$ _____	\$ _____
21.	162	Sq. Yd., 6-inch thick Concrete Pavement at Boat Canopy and Trash Enclosure, including reinforcement, base course, and all incidentals, in place complete.	\$ _____	\$ _____
22.	190	Sq. Yd., 4-inch thick Concrete Sidewalk, including synthetic fiber reinforcement, base course, select borrow, and all incidentals, in place complete.	\$ _____	\$ _____
23.	4	Each, Accessible Parking Signage, all incidentals, in place complete	\$ _____	\$ _____
24.	L.S.	Pavement Markings, all incidentals, in place complete	\$ _____	\$ _____
25.	2763*	Sq. Ft., CMU Retaining Walls (2 total), and all incidentals in place complete*	\$ _____	\$ _____
26.	574	Lin. Ft., 6' H Expanded Metal Fence, incl. barbed wire top section and concrete footings	\$ _____	\$ _____
27.	83	Lin. Ft., 4' H Expanded Metal Fence, incl. barbed wire top section and concrete footings	\$ _____	\$ _____
28.	1	Each, Bicycle Rack and all incidentals, in place complete	\$ _____	\$ _____
29.	L.S.	Telescoping Main Gate (at main driveway); incl. gate operator, exit loop detector, remote controls, gate key pad, and all incidentals, in place complete	\$ _____	\$ _____
30.	L.S.	Telescoping Secondary Gate (exit only from boat canopy); incl. operator, exit loop detector and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
<u>DRAINAGE IMPROVEMENTS</u>				
31.	60	Lin. Ft., 18-inch HDPE Drain Line, below ground installation, including pipe and fittings, excavation, non-expansive backfill, pipe bedding and all incidentals, in place complete	\$ _____	\$ _____
32.	115	Lin. Ft., 12-inch HDPE Drain Line, below ground installation, including pipe and fittings, excavation, non-expansive backfill, pipe bedding and all incidentals, in place complete	\$ _____	\$ _____
33.	105	Lin. Ft., 8-inch diameter PVC Drain Line, below ground installation, including pipe and fittings, excavation, non-expansive backfill, pipe bedding, and all incidentals, in place complete	\$ _____	\$ _____
34.	210	Lin. Ft., 6-inch diameter PVC Drain Line, below ground installation, including pipe and fittings, excavation, non-expansive backfill, pipe bedding, connection to downspouts, restoration, and all incidentals, in place complete	\$ _____	\$ _____
35.	80	Lin. Ft., 4-inch diameter PVC Drain Line, below ground installation, including pipe and fittings, excavation, non-expansive backfill, pipe bedding and all incidentals, in place complete	\$ _____	\$ _____
36.	16	Lin. Ft., 1-1/4 inch diameter PVC Drain Line, below ground installation, including pipe and fittings, excavation, non-expansive backfill, pipe bedding, and all incidentals, in place complete	\$ _____	\$ _____
37.	7	Each, Area Drains, below ground installation, including fittings, excavation, backfill and all incidentals, in place complete	\$ _____	\$ _____
38.	2	Each, 8-ft Diameter Drywell including excavation, gravel and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
39.	3	Each, Drainage Cleanout-to-Grade with metal covers, and all incidentals, in place complete	\$ _____	\$ _____
40.	33	Cu. Yd., Infiltration Trench, including excavation, gravel, filter fabric and all incidentals, in place complete	\$ _____	\$ _____
41.	54	Each, Infiltration Chambers and all incidentals, in place complete	\$ _____	\$ _____
42.	177	Cu. Yd., Granular backfill and filter fabric for Infiltration Chambers, and all incidentals, in place complete	\$ _____	\$ _____
43.	331	Cu. Yd., Excavation for Infiltration Chambers	\$ _____	\$ _____
44.	12	Each, End caps for Infiltration Chambers, including and all incidentals, in place complete	\$ _____	\$ _____
<u>ONSITE WATER IMPROVEMENTS</u>				
45.	140	Lin. Ft., 2" Copper Water Line, including fittings, pipe cushion, filter fabric, trenching, backfill, testing, chlorination and all incidentals, in place complete	\$ _____	\$ _____
46.	38*	Lin. Ft., 4" Sewer Lateral, including fittings, pipe cushion, filter fabric, trenching, backfill, and all incidentals, in place complete	\$ _____	\$ _____
<u>OFF-SITE UTILITIES (MAHALANI STREET)</u>				
47.	42*	Lin. Ft., 6" PVC Sewer Lateral, including fittings, pipe cushion, filter fabric, connection to sewer manhole, trenching, backfill, pavement restoration, and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
48.	131	Lin. Ft., 8-inch PVC Sewer Line, including pipe and fittings, saw cutting, excavation, non-expansive backfill, pipe bedding, manhole connections, manhole rechannelization, pavement and striping restoration, testing, and all incidentals, in place complete	\$ _____	\$ _____
49.	1	Each, 6.5'H Sewer Manhole, including excavation, backfill, restoration, channelization and all incidentals, in place complete	\$ _____	\$ _____
50.	40*	Lin. Ft., 4" Ductile Iron Water Line (to Wailuku Health Clinic), including sawcutting, excavation, pipes and fittings, connection to existing main, gate valves, valve boxes, meter manhole, concrete blocks, reduced pressure backflow preventer, double check backflow preventer, testing and chlorination and all incidentals, in place complete*	\$ _____	\$ _____
51.	1	Each, Sewer drop cleanout to grade, and all incidentals, in place complete	\$ _____	\$ _____
52.	58	Lin. Ft., 6" Ductile Iron Water Line (to Fire Hydrant), including connection to existing main, gate valve, valve box, concrete blocks, restoration, raised pavement marker, trench restoration, testing and chlorination and all incidentals, in place complete	\$ _____	\$ _____
53.	1	Each, 4' Fire Hydrant Assembly and all incidentals, in place complete	\$ _____	\$ _____
54.	41	Lin. Ft., 2" Copper Water Line (to Maui Office Annex), including sawcutting, excavation, pipes and fittings, connection to existing main, ball valves, valve boxes, meter manhole, reduced pressure backflow preventer, trench restoration, testing and chlorination and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
55.	10*	Lin. Ft., 3" Ductile Iron Water Line (to Wailuku Health Clinic), including sawcutting, excavation, pipes and fittings, connection to existing main, gate valves, valve boxes, meter manhole, concrete blocks, reduced pressure backflow preventer, double check backflow preventer, testing and chlorination and all incidentals, in place complete	\$ _____	\$ _____
56.	15	Lin. Ft., 3" Copper Water Irrigation Line (at Wailuku Health Clinic), including connection to existing, gate valve, valve box, concrete blocks, double check backflow preventer, cut and plug existing, testing and chlorination and all incidentals, in place complete	\$ _____	\$ _____
57.	24	Lin. Ft., 2" Copper Water Lateral (at Wailuku Health Clinic), including connection to existing, gate valve, valve box, concrete blocks, cut and plug existing, testing and chlorination and all incidentals, in place complete	\$ _____	\$ _____
58.	52	Sq. Yds, Asphalt pavement restoration in County of Maui roadway (Mahalani Street) with minimum thicknesses of 3" asphalt, 4" asphalt treated base, 6" base course, and all incidentals, in place complete	\$ _____	\$ _____
59.	L.S.	Traffic Control, and all incidentals, in place complete	\$ _____	\$ _____

ARCHITECTURAL

60.	L.S.	Main Office Building, and all incidentals, in place complete	\$ _____	\$ _____
61.	L.S.	Boat Parking Structure, and all incidentals, in place complete	\$ _____	\$ _____
62.	L.S.	Parking Roof Structures, and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
63.	L.S.	Storage Buildings, and all incidentals, in place complete	\$ _____	\$ _____
<u>STRUCTURAL</u>				
64.	L.S.	Main Office Building, and all incidentals, in place complete	\$ _____	\$ _____
65.	L.S.	Boat Parking Structure, and all incidentals, in place complete	\$ _____	\$ _____
66.	L.S.	Parking Roof Structures, and all incidentals, in place complete	\$ _____	\$ _____
67.	L.S.	Storage Buildings, and all incidentals, in place complete	\$ _____	\$ _____
<u>MECHANICAL WORK</u>				
68.	35	Each, Plumbing Fixtures	\$ _____	\$ _____
69.	1	Each, Water Fountain	\$ _____	\$ _____
70.	1	Each, Hot Water Recirculation Pump	\$ _____	\$ _____
71.	1	Each, Hot Water Heater	\$ _____	\$ _____
72.	24*	Lin. Ft., Trench Drain	\$ _____	\$ _____
73.	1	Each, Oil Water Separator	\$ _____	\$ _____
74.	600	Lin. Ft., Waste/Vent Piping	\$ _____	\$ _____
75.	1,150	Lin. Ft., Water piping	\$ _____	\$ _____
76.	5*	Each, Fire Extinguisher and cabinets*	\$ _____	\$ _____
77.	18	Each, Fan Coil Units	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
78.	5	Each, Air Cooled Condensing Unit	\$ _____	\$ _____
79.	3	Each, Supply Fan	\$ _____	\$ _____
80.	5	Each, Exhaust Fan	\$ _____	\$ _____
81.	4,200	Lbs., Ductwork	\$ _____	\$ _____
82.	40	Each, Air Devices	\$ _____	\$ _____
83.	5	Each, Louvers	\$ _____	\$ _____
84.	L.S.	Testing and Balance	\$ _____	\$ _____
85.	L.S.	Controls, and all incidentals, in place complete	\$ _____	\$ _____

ELECTRICAL WORK

86.	L. S.	Site Utility, including handholes, meter socket, CT cabinet, splice can, ductlines, risers, trenching, backfill, concrete, demolition, testing and all incidentals, in place complete	\$ _____	\$ _____
87.	L.S.	Site Electrical, including feeders, gate operator connection, ductlines, trenching, backfill, concrete, demolition, testing and all incidentals, in place complete	\$ _____	\$ _____
88.	L.S.	Site Lighting, including handholes, light poles with base, ductlines, trenching, backfill, testing and all incidentals, in place complete	\$ _____	\$ _____
89.	L.S.	Building Interior, including main distribution panel, panelboards, breakers, receptacles, manual transfer switch, provision for generator connection, feeders, connections, disconnects, conduit, wiring, control panel, dimmers and switches, sensors, outlets, junction boxes, raceways, cable tray, access controls, testing and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
90.	L.S.	Building Interior Luminaires (LED); in place complete	\$ _____	\$ _____
91.	L.S.	Photovoltaic System, including inverter, panels, supports, wiring, testing and all incidentals, in place complete	\$ _____	\$ _____
92.	L.S.	MECO and HT Utility Charges	\$ _____	\$ _____
<u>LANDSCAPING</u>				
93.	4	Each, Loulu Palm, 25 gal., and all incidentals, in place complete	\$ _____	\$ _____
94.	10*	Each, Silver Trumpet, 25 gal., and all incidentals, in place complete	\$ _____	\$ _____
95.	6	Each, Lonomea, 25 gal., and all incidentals, in place complete	\$ _____	\$ _____
96.	2	Each, Ohia Lehua, 25 gal., and all incidentals, in place complete	\$ _____	\$ _____
97.	275*	Each, Croton (Hedge), 3 gal., and all incidentals, in place complete	\$ _____	\$ _____
98.	17	Each, Green Ti, 1 gal., and all incidentals, in place complete	\$ _____	\$ _____
99.	49	Each, Red Ti, 1 gal., and all incidentals, in place complete	\$ _____	\$ _____
100.	27	Each, Akia, 3 gal., and all incidentals, in place complete	\$ _____	\$ _____
101.	1,980	Each, Beach Morning Glory, 4" pot @ 18" o.c. and all incidentals, in place complete	\$ _____	\$ _____
102.	670	Each, Dwarf Laua'e Fern, 4" pot @ 18" o.c. and all incidentals, in place complete	\$ _____	\$ _____

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
103.	5,160	Sq. Ft., Soil Amendment @ 2" depth, and all incidentals, in place complete	\$ _____	\$ _____
104.	66	Cu. Yd., Imported Top Soil @ 4" depth and all incidentals, in place complete	\$ _____	\$ _____
105.	33	Cu. Yd., Recycled Wood Chip Cover Mulch @ 2" depth and all incidentals, in place complete	\$ _____	\$ _____
106.	15	Cu. Yd., Gravel Maintenance Strip @ 3" depth and all incidentals, in place complete	\$ _____	\$ _____
107.	1,600	Sq. Ft., Filter Fabric (under gravel) and all incidentals, in place complete	\$ _____	\$ _____
108.	260*	Lin. Ft., Root barrier @ 24" depth, and all incidentals, in place complete	\$ _____	\$ _____
109.	1,000	Lin. Ft., Plastic header and all incidentals, in place complete	\$ _____	\$ _____
110.	L.S.	Entry Sign posts and footings and installation of sign (provided by others) including all incidentals, in place complete	\$ _____	\$ _____
111.	5,390	Sq. Ft., Automatic Irrigation System, and all incidentals, in place complete	\$ _____	\$ _____
112.	L.S.	90-Day Maintenance	\$ _____	\$ _____
113.	Allowance	County of Maui Water System Development Fee for 1-1/2 inch Meter for Maui Office Annex	\$ <u>71,948.00</u>	\$ <u>71,948.00</u>
114.	Allowance	Installation Fee for Department of Water Supply for relocation of 3" water meter to Wailuku Health Clinic, installation of new 1-1/2" water meter for Maui Office Annex, and new fire hydrant connection	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
SUB-TOTAL BASE BID (ITEMS 1-114)				\$ <u>_____</u>

PROPOSAL SCHEDULE

Item No.	Est. Qty.	Description	Unit Price	Unit Total
115.	L.S.	Mobilization (not to exceed 10% of the total sum bid, excluding bid price for mobilization, any allowance or force account items)	\$ _____	\$ _____
TOTAL BASE BID (ITEMS 1-115)				\$ _____

HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS

In accordance with Act 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Bidders offering a Hawaii product (“HP”) shall identify the HP in the table below.

Persons desiring to qualify their product(s) not currently on the Hawaii Product List, shall complete Form SPO-38, *Certification for Hawaii Product Preference*, and submit the completed form no later than the deadline specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference. One form shall be completed and submitted for each product. Form SPO-38 is available at <http://hawaii.gov/spo/>

For the purpose of selecting the low bid when a solicitation contains both HP and non-HP, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP item(s) offered. The lowest total offer, taking the preference into consideration, shall be awarded the contract, unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

In the event of any change that materially alters the bidder’s ability to supply the Hawaii product(s), the bidder shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purpose of revising the contract or terminating the contract for convenience.

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price
1.						
2.						
3.						
4.						
5.						
6.						

RECYCLED PRODUCTS PREFERENCE

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Please indicate your 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 (e.g. Hawaii Products), 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 115) selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 115 on page P-1.

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 sixty (60) 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 one (1) year 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 proposals are opened and read, 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 Seven Hundred Fifty and 00/100 dollars (\$750.00) 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 providing the work of a required specialty contractor, whose license is not automatically held pursuant to HAR 16-77-32, 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.

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