

PROPOSAL
FOR

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION
State of Hawaii

JOB NO. 500CH15A
PUU WAAWAA STRUCTURE IMPROVEMENTS AND DAM COMPLIANCE
PUU WAAWAA (MAUKA),
NORTH KONA, 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 construct dam compliance and water system improvements as indicated in the plans, including clearing and grubbing, excavation and embankment, HDPE reservoir liner, HDPE surface catchment liner, HDPE and PVC piping, fittings and accessories, pressure breaker tanks, air release valve units, concrete and cmu catchment gutters, steel water tanks repair and coatings, and all other necessary and appurtenant work related to construction 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. 500CH15A
PUU WAAWAA STRUCTURE IMPROVEMENTS AND DAM COMPLIANCE
PUU WAAWAA (MAUKA), NORTH KONA, HAWAII

on file in the office of the Engineering Division for the TOTAL SUM BASE BID (Items 1 to 52) of:

Dollars (\$ _____)

and will fully complete all work under this contract within 360 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.

ADDITIVE BID ITEMS

The bidder further proposes to incorporate in the work Additive Bid Items (Items 53 to 73) as described on the drawings and specification Section –01230 ADDITIVE BID ITEMS for the following amounts:

For the purposes of bid evaluation, the additives are listed in the order of priority in which they will be added to the Lump Sum Base Bid.

Additive Bid No. 1:

STEEL TANK NO. 2 AND CATCHMENT 2B

Items 53 – 66 inclusive.

Add the sum of:

_____ Dollars (\$ _____)

Additive Bid No. 2:

4” HDPE WATERLINE – POOHOOHOO TO LAKE HOUSE

Items 67 - 73 inclusive.

Add the sum of:

_____ Dollars (\$ _____)

The Bidder must completely fill in the dollar amounts for each Additive, where the work will be performed at no cost to the State, fill in “\$0.00” as the dollar amount. If additive dollar amounts are left blank, the proposal will be rejected as being an “irregular proposal”.

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
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PROPOSAL

The Contractor shall include furnishing and installing the following items, complete and in place, including, but not limited to, all clearing, grubbing, removal of excess and unsuitable material, excavation, embankments, trench excavation, grading, pipe cushion materials, backfill, compaction testing, pipe materials, pipe brackets, concrete thrust and reaction blocks, joint restraints, fittings, valves, pipes, nipples, testing, site work, HDPE liners, geotextiles, concrete, reinforcing, cmu, crm, steel tank repair and accessories, sand blasting and coatings, and all necessary and required incidentals and appurtenant work, in place complete and operable per plans and specifications. All work shall be according to the Plans, Specifications, and referenced standards, as amended, in place complete and ready for use as intended.

BASE BID:
GENERAL

1.	L.S.	L.S.	Project Sign	Lump Sum	\$ _____
2.	L.S.	L.S.	NPDES Permit Compliance. Completion of permit information for Contractor specific data such as contractor information and project contacts, site specific BMP's, and Notice of Intent, etc., for construction phase.	Lump Sum	\$ _____
3.	L.S.	L.S.	Site BMP measures for water pollution and erosion control during construction phase of project, including installation, maintenance, and removal at end of project	Lump Sum	\$ _____

LAKE HOUSE RESERVOIR

4.	L.S.	L.S.	Site clearing and grubbing, including removal and proper disposal of excess and deleterious material, site preparation for general fill, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
5.	615	C.Y.	Unclassified site and reservoir embankment, including placing, spreading, grading and compacting, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
6.	64	L.F.	6" PVC Pipe, Schedule 80, (horizontal distance) for future connection, including vertical pipe, fittings, trench excavation, cushion, backfill, testing and all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
7.	1	Each	1½" Fire Hose Connection to existing reservoir 6-Inch PVC effluent pipeline, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
8.	3	Each	HDPE Liner Safety Ladder, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____

POOHOHOO RESERVOIR NO. 2

9.	L.S.	L.S.	Site Clearing and grubbing, vegetation removal and disposal, site preparation for excavation and embankment.	Lump Sum	\$ _____
10.	L.S.	L.S.	Proper removal and disposing of all existing butyl liner within the abandoned earth reservoir, including all necessary incidental and appurtenant work.	Lump Sum	\$ _____
11.	7,487	C.Y.	Unclassified Excavation for wall breach work, grading to specified grades, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
12.	7,095	C.Y.	Embankment, fill and backfill work, compaction, finish grading, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
13.	L.S.	L.S.	Site surface restoration of disturbed areas to allow proper regrowth of existing Kikuyu pasture grass, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____

POOHOHOO RESERVOIR NO. 1

14.	L.S.	L.S.	Vegetation removal for helicopter clear zone, side slopes as indicated on the plans, and reservoir liner areas.	Lump Sum	\$ _____
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Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
15.	L.S.	L.S.	Subgrade preparation prior to installing new liner in reservoir.	Lump Sum	\$_____
16.	59,000	S.F.	Non-woven geotextile liner, 10 ounce, for reservoir, preparatory to laying the HDPE liner, including all necessary incidental and appurtenant work, in place complete.	\$_____	\$_____
17.	59,000	S.F.	HDPE smooth liner, 80-mil thickness, for reservoir, including all necessary incidental and appurtenant work, in place complete.	\$_____	\$_____
18.	3	Each	HDPE Liner safety ladder, including all necessary incidental and appurtenant work, in place complete.	\$_____	\$_____
19.	1	Each	3" G.I. Pipe penetration through HDPE liner, including reinforced concrete collar, pipe boot sleeve, stainless steel clamps, including all necessary incidental and appurtenant work, in place complete.	\$_____	\$_____
20.	1	Each	6" PVC Pipe penetration through HDPE liner, including reinforced concrete collar, pipe boot sleeve, stainless steel clamps, including all necessary incidental and appurtenant work, in place complete.	\$_____	\$_____
21.	L.S.	L.S.	Clean and inspect existing 3" galvanized iron pipe effluent, including pressure testing, inlet and outlet fittings, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____
22.	145	L.F.	6" PVC pipe, schedule 80, for reservoir effluent, including, trenching, cushion backfilling, proper compaction, inlet and outlet fittings, pressure testing, including all necessary incidental and appurtenant work, in place complete.	\$_____	\$_____
23.	L.S.	L.S.	CRM Headwall for 6" PVC effluent pipe, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____
24.	L.S.	L.S.	Water Level Control per Detail Sheet C-7, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
<u>4" HDPE WATERLINE - HALE PIULA TO POOHOO</u>					
25.	11,950	L.F.	4" HDPE DR-9 Pipe, surface installation, joined by thermal butt fusion joints, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
26.	280	L.F.	4" HDPE DR-9 Pipe, trench installation, joined by thermal butt fusion joints, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
27.	1	Each	Air Release Valve Unit with fire hose connection, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
28.	13	Each	Air Release Valve Unit, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
29.	1	Each	Pressure Break Tank Unit, including site preparation, trenching, backfill, piping & valve controls, concrete slab, tank, fencing, and all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
30.	1	Each	4" Influent Pipe and Concrete Pedestal Unit, including piping, fittings, valves, straps, and all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
31.	L.S.	L.S.	Station ±0+00, Connection to existing steel tank effluent and overflow piping, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
32.	L.S.	L.S.	400 L.F. 4" HDPE Bypass tank piping at Hale Piula Site; install misc. piping, valves, fittings and connections to connect, and bypass Steel Tank No. 1.	Lump Sum	\$ _____

STEEL TANK NO. 1 AND CATCHMENT 1

33.	L.S.	L.S.	Vegetation Removal for Helicopter Clear zone and around steel tank and side slopes.	Lump Sum	\$ _____
34.	L.S.	L.S.	30-foot wide vegetation clear zone around entire Hale Piula site, including clear and grub, grading vehicle access and vegetation removal.	Lump Sum	\$ _____

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
35.	L.S.	L.S.	Remove and properly dispose of existing metal roofing for catchment areas 1 and 2B, including gutters, wood framing, (salvage wood if possible), loose metal roofing around site, wire rolls, old fencing, etc.	Lump Sum	\$_____
36.	L.S.	L.S.	Vegetation removal and ground preparation for HDPE liner in Catchment Area 1 and 2B, including excavation, embankment, grading, rolling, and all necessary work preparatory to laying HDPE liner.	Lump Sum	\$_____
37.	L.S.	L.S.	Maintain steel flume for catchment water flow from Catchment Area 2A into Steel Tank No. 2.	Lump Sum	\$_____
38.	L.S.	L.S.	Drain, Clean, Sandblast Steel Tank No. 1, as required, preparatory to properly apply surface coatings, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____
39.	15	Units	Remove and replace corroded nuts and bolts, per unit of 100 nuts and bolts replaced, including all necessary incidental and appurtenant work, in place complete.	\$_____	\$_____
40.	L.S.	L.S.	Replace interior and exterior ladder, including safety-climb, safety harness, platforms, railings, etc., including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____
41.	L.S.	L.S.	Replace water level indicator, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____
42.	L.S.	L.S.	Restore, repair, and replace outlet piping and valves, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____
43.	L.S.	L.S.	Protective coating for interior of steel tank, base and finish coat per manufacturer requirements, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____
44.	L.S.	L.S.	Protective coating for exterior of steel tank, base and finish coat per manufacturer requirements, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$_____

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
45.	L.S.	L.S.	Restore and repair inlet flume and support framing, sandblast and paint framing, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
46.	205	L.F.	Catchment Gutter, Reinforced concrete and CMU wall, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
47.	160	L.F.	Reinforced Concrete Anchor Footing for HDPE liner including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
48.	160	L.F.	Patch and seal existing rock wall and concrete/mortar apron along concrete anchor footing, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
49.	L.S.	L.S.	Flume Intake Box, reinforced concrete apron connection including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
50.	124,300	S.F.	Non-woven geotextile liner, 10 ounce, for reservoir, preparatory to laying the HDPE liner, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
51.	124,300	S.F.	HDPE Textured liner, both sides, 80-mil thickness, for reservoir, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
Sub Sum Base Bid (Items 1-51, inclusive)				\$ _____	
52.	L.S.	L.S.	Mobilization and demobilization. Not to exceed 10 percent of the Sub Sum of Base Bid, excluding the bid price for mobilization and demobilization.	Lump Sum	\$ _____
Total Sum Base Bid (Items 1-52, inclusive)				\$ _____	

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
ADDITIVE BID NO. 1					
<u>STEEL TANK NO. 2 AND CATCHMENT 2B</u>					
53.	L.S.	L.S.	Vegetation Removal around steel tank and side slopes.	Lump Sum	\$ _____
54.	L.S.	L.S.	Inlet flume temporary bypass. Provide temporary bypass flume/pipe to direct catchment Area 2B water into Catchment Area 1.	Lump Sum	\$ _____
55.	L.S.	L.S.	Drain, Clean, Sandblast Steel Tank No. 2, as required, preparatory to properly apply surface coatings, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
56.	15	Units	Remove and replace corroded nuts and bolts, per unit of 100 nuts and bolts replaced, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
57.	L.S.	L.S.	Replace interior and exterior ladder, including safety-climb, safety harness, platforms, railings, etc., including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
58.	L.S.	L.S.	Replace water level indicator, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
59.	L.S.	L.S.	Restore, repair, and replace outlet piping and valves, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
60.	L.S.	L.S.	Protective coating for interior of steel tank, base and finish coat per manufacturer requirements, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
61.	L.S.	L.S.	Protective coating for exterior of steel tank, base and finish coat per manufacturer requirements, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
62.	L.S.	L.S.	Restore and repair inlet flume and support framing, sandblast and paint framing, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
63.	206	L.F.	Catchment Gutter, Reinforced concrete and CMU wall, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
64.	L.S.	L.S.	Flume Intake Box. Reinforced concrete apron connection including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
65.	61,740	S.F.	Non-woven geotextile liner, 10 ounce, for reservoir, preparatory to laying the HDPE liner, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
66.	61,740	S.F.	HDPE Textured liner, both sides, 80-mil thickness, for reservoir, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
Total Sum ADDITIVE BID NO. 1 (Items 53 – 66 inclusive)				\$ _____	

ADDITIVE BID NO. 2

4" HDPE WATERLINE – POOHOOHOO TO LAKE HOUSE

67.	16,770	L.F.	4" HDPE DR-9 Pipe, Surface installation, joined by thermal butt fusion joints, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
68.	590	L.F.	4" HDPE DR-9 Pipe, Trench installation, joined by thermal butt fusion joints, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
69.	3	Each	Air Release Valve Unit with fire hose connection, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
70.	3	Each	Air Release Valve Unit, including all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
71.	3	Each	Pressure Break Tank Unit, including site preparation, trenching, backfill, piping & valve controls, concrete slab, tank, fencing, and all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
72.	1	Each	4" Influent Pipe and Concrete Pedestal Unit, including piping, fittings, valves, straps, and all necessary incidental and appurtenant work, in place complete.	\$ _____	\$ _____
73.	L.S.	L.S.	Connection to Reservoir No. 1 outlet control piping, including all necessary incidental and appurtenant work, in place complete.	Lump Sum	\$ _____
Total Sum ADDITIVE BID NO. 2 (Items 67 - 73 inclusive)					\$ _____

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. Hawaii products may be available for items noted on the Offer Form. The Hawaii Products List is available on the SPO web page at <http://hawaii.gov/spo>. Click on Procurement of Goods, Services and Construction - Chapter 103D, HRS; under Procurement click on Preferences, Hawaii Products and select Hawaii Products List to view.

Bidder offering a Hawaii product (“HP”) shall identify the HP in the table below. Any person desiring a Hawaii product preference shall have the product(s) certified and qualified, if not currently on the Hawaii Products List, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

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 to the Procurement Officer providing any additional information required by the Procurement Officer. One form shall be completed and submitted for each product. Form SPO-38 is available on the SPO web page at <http://hawaii.gov/spo>, under the Quicklinks menu click on Forms for Vendors/Contractors/Services Providers.

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

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>NON-RECYCLED 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, hat 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 I* 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 I* 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 I* for each trade must be submitted with the bid. Previous certifications shall not apply.
 - d. When filling out the *Certification Form I*, 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. ARegistered apprenticeship program@ means a construction trade program approved by the DLIR pursuant to HAR §12-301 and §12-30-4.
 - e. The *Certificate Form I* 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 I*, 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 52), and selected Additive Bid Alternate(s) in accordance to the "Information and Instruction to Bidders," Items, K and L, and as selected by the Board of Land and Natural Resources. Write the total of Base Bid Items 1 to 52 on page P-1 and Additive Bid Items 53 to 73 on page P-2.

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 re-solicitation 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 fourteen (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 Two Hundred Dollars and no Cents (\$200.00) 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 also 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 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 IN 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, who will be engaged by the Bidder on this project to perform the required work indicated pursuant to Section 103D-302, Hawaii Revised Statutes. 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.

ADDITIVE BID NO. 1:

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

ADDITIVE BID NO. 2:

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.: _____

Fax No.: _____

Email Address: _____

(*5)

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