

**DEPARTMENT OF WATER
COUNTY OF KAUA'I
LĪHU'E, KAUA'I, HAWAII**

INVITATION FOR BID

JOB NO. EP-2018-1

**INSTALLATION OF 6" EMERGENCY TEMPORARY
BYPASS WATER MAINLINE ALONG KAHILIHOLE
ROAD**

KALIHIWAI, KAUAI, HAWAII

MAY 25, 2018

TABLE OF CONTENTS

INVITATION FOR BIDS-----3

INSTRUCTIONS TO BIDDERS-----4-10

METHOD OF AWARD-----11-13

CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT-----14

PROPOSAL-----15-22

PLAN (PROVIDED SEPARATELY)

INVITATION FOR BIDS

DEPARTMENT OF WATER, COUNTY OF KAUAI
JOB NO. EP-2018-1
INSTALLATION OF 6" EMERGENCY TEMPORARY WATER MAINLINE ALONG
KAHILIHOLE ROAD,
KALIHIWAI, KAUAI, HAWAII

This is an emergency procurement and time of the essence. Electronic mail (email) bids will be received up to 6:00 A.M. on May 29, 2018 at the following email addresses: vreyana@kauaiwater.org; rsmith@kauaiwater.org; cerorita@kauaiwater.org

The Manager and Chief Engineer of the Department of Water (DOW) reserves the right to reject any or all bids, in whole or in part, if deemed to be in the best interest of the County.

BACKGROUND INFORMATION: Due to the historic rain event on April 13-15, 2018, the drainage culvert on Kahilihole Road was damaged and washed away by floodwater. Consequently, the road eroded and eventually collapsed exposing the underground utilities. The existing 8" ductile iron water mainline is currently exposed and hanging unsupported. An emergency temporary bypass needs to be installed to allow for the road reconstruction as well as ensure continued water supply for affected residents.

PLANS AND SPECIFICATIONS: See Attached

The contract documents may be reviewed at the following locations:

PRE-BID CONFERENCE: None

CONTRACTORS LICENSE: All prospective Bidders must be currently licensed by the State of Hawai'i, Department of Commerce and Consumer Affairs, Division of Professional and Vocational Licensing.

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawai'i 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 where 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" or "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. 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.

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK:

- 1.0 Time is of the essence. The Contractor shall mobilize all necessary equipment and tools to complete this project as soon as possible after award of the bid and issuance of Notice To Proceed. The start date of this project is June 4, 2018. Note that the location is slightly forested on uneven terrain with steep slope downhill and steep slope uphill.
- 2.0 The contractor shall excavate the existing pipe at proposed connection points.
- 3.0 The contractor shall install and backfill thrust beam.
- 4.0 The contractor shall use fused 6" diameter HDPE pipe.
- 5.0 The contractor shall install and connect bypass with provisions for temporary cleanouts and pressure tests.
- 6.0 The contractor shall perform pipe testing.
- 7.0 Contractor shall set-up for chlorination, perform chlorination and testing.
- 8.0 The contractor shall connect to existing 8" diameter ductile iron pipe; backfill connection points; clean up.

CONTRACTOR'S LICENSE REQUIRED: The Department shall reject all bids received from contractors who is not licensed by the State Contractor's License Board in accordance with Chapter 444, Hawai'i Revised Statutes.

TAX CLEARANCE: The Bidder's attention is directed to Subsection 3.5 – TAX CLEARANCE of the "GENERAL PROVISIONS" in its entirety. Further, the Bidder shall be required to submit his tax clearance with the bid proposal. Failure to comply with this provision will be grounds for disqualifying the Bidder. The successful bidder (Contractor) will also be required to submit a current valid tax clearance prior to final payment for this project.

INSURANCE: The Contractor's attention is directed to SUBSECTION 4.4 – INSURANCE of the "General Provisions" in its entirety.

RECIPROCAL PREFERENCES AGAINST OUT-OF-STATE BIDDERS: Pursuant to the provisions of Section 103D-1004, HRS and Subchapter 3, Chapter 124, Subtitle 11, Title 3, HAR, the Manager may impose a reciprocal preference against Bidders from those states which apply preferences.

TAX ADJUSTMENT FOR OUT-OF-STATE VENDORS AND TAX EXEMPT BIDDERS:

Pursuant to the provisions of Section 103-53.5, HRS, where the Bidder is an out-of state vendor not doing business in the State of Hawai‘i, or is a person exempted from paying the applicable general excise tax, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax and the applicable use tax. The lowest responsible Bidder who satisfies all of the requirements of these bid documents, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of the increase.

SPECIFICATIONS:

- a. The Water System Standards, 2002, adopted by the Department of Water, County of Kaua‘i; Board of Water Supply, City and County of Honolulu; Department of Water Supply, County of Maui; and Department of Water Supply, County of Hawai‘i; for use in the design and construction of the department’s water system facilities, are hereby made a part of the Contract and shall apply in all cases except as called for otherwise in the plans or in the proposal. In case of any conflict between the Standard Specifications and the Special Provisions included herein, the Special Provisions shall take precedence.

Wherever the words “Board” or “Board of Water Supply” are used in this contract, it shall mean the “Department of Water, County of Kaua‘i”, as provided for in the County Charter which became effective January 2, 1969.

- b. Wherever the words “Revised Laws of Hawai‘i 1955, as amended” are used in this contract, it shall mean the applicable Section or Chapter as contained within the Hawai‘i Revised Statutes. The contractor’s attention is called to the following chapters within the Hawai‘i Revised Statutes which affect this contract and the performance thereof:
 - (1) Chapter 103, relating to expenditure of public money;
 - (2) Chapter 104, relating to wages and hours of employees on public works;
 - (3) Chapter 376, relating to industrial safety;
 - (4) Chapter 386, relating to workmen's compensation;
 - (5) Chapter 321, relating to the Health Department;
 - (6) Section 507-17, relating to recovery on bond for material and labor used on public works; and
 - (7) Chapter 378, relating to fair employment practices.

SPECIFICATIONS:

- a. The Water System Standards, 2002, adopted by the Department of Water, County of Kauai; Board of Water Supply, City and County of Honolulu; Department of Water Supply, County of Maui; and Department of Water Supply, County of Hawaii; for use

in the design and construction of the department's water system facilities, are hereby made a part of the Contract and shall apply in all cases except as called for otherwise in the plans or in the proposal. In case of any conflict between the Standard Specifications and the Special Provisions included herein, the Special Provisions shall take precedence.

Wherever the words "Board" or "Board of Water Supply" are used in this contract, it shall mean the "Department of Water, County of Kauai", as provided for in the County Charter which became effective January 2, 1969.

b. Wherever the words "Revised Laws of Hawaii 1955, as amended" are used in this contract, it shall mean the applicable Section or Chapter as contained within the Hawaii Revised Statutes. The contractor's attention is called to the following chapters within the Hawaii Revised Statutes which affect this contract and the performance thereof:

- (1) Chapter 103, relating to expenditure of public money;
- (2) Chapter 104, relating to wages and hours of employees on public works;
- (3) Chapter 376, relating to industrial safety;
- (4) Chapter 386, relating to workmen's compensation;
- (5) Chapter 321, relating to the Health Department;
- (6) Section 507-17, relating to recovery on bond for material and labor used on public works; and
- (7) Chapter 378, relating to fair employment practices.

PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct his construction operation with due regard to the convenience and safety of the public at all times. No material or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take necessary precautions for the protection of the work and the convenience and safety of the public traffic.

BID BOND: A bid bond shall accompany the bid if the total price of the offer exceeds \$50,000.

MATERIALS FURNISHED FOR THE PROJECT: All materials necessary for the completion of the project shall be furnished by the Contractor, unless specifically stated otherwise, and full compensation thereof shall be included in the various items in the bid. All materials shall be ordered after notice of award is issued by the Department of Water.

LISTING JOINT CONTRACTORS OR SUBCONTRACTORS:

A. Bidder shall complete the "Joint Contractors or Subcontractors List". It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty Contractor's licenses that are required to complete the project. Failure of the bidder to provide the correct names and specialty Contractor's nature of work to be performed may cause the bid to be rejected.

- B. Bidder agrees the completed listing of joint Contractors or Subcontractors is required for the project and that the bidder, together with the listed joint Contractors and Subcontractors, have all the specialty Contractor’s licenses to complete the work.
- C. “A” general engineering contractors and “B” general building contractors are reminded that due to the Hawai‘i 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, that 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” and “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 “C” specialty 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.*).
- D. General Engineering ‘A’ Contractors automatically have these ‘C’ specialty contractor’s licenses: C-3, C-9, C-10, C-17, C-24, C31a, C32, C-35, C-37a, C-37b, C-38, C43, C49, C-56, C-57a, C-57b, and C61.
- E. General Building ‘B’ Contractors automatically have these ‘C’ specialty contractor’s licenses: C-5, C-6, C-10, C-12, C-24, C-25, C31a., C32a, C42a, and C-42b.
- F. Instructions to complete the Joint Contractors or Subcontractors List:
- i. Describe the specialty Contractor’s nature 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 of work to be performed for this project.
 - ii. List only one joint Contractor or Subcontractor per required specialty Contractor’s classification.
 - iii. For projects with alternate(s), fill out the respective “Joint Contractors or Subcontractors List for the Alternate(s)”. Bidder shall describe the specialty Contractor’s nature of work to be performed on this project for the respective alternate. Bidders shall fill in the complete firm name and nature of work to be performed by the respective joint Contractor or Subcontractor. If the joint Contractor or Subcontractor previously listed under base bid, listing under Alternate(s) is not required.

EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS:

- A. Effective April 29, 2010, SB 2840, SD2, HD1 became law (Act 68). This bill created chapter 103B, Hawaii Revised Statutes (HRS) "Employment of State Residents on Construction Procurement Contracts". This law requires a contractor's workforce be comprised of 80% or more Hawaii residents.
- B. HRS 103B was amended by Act 192, Session Laws of Hawaii (SLH). Act 192 amended Section 103B, HRS to allow: (1) a Contractor, prior to award, to withdraw its bid without penalty if the Contractor finds that it is unable to comply with these requirements, and (2) compliance to be certified in writing under oath by an officer of the General Contractor and applicable Subcontractors with the notice of completion by the General Contractor. Requirements of Act 192 shall apply to applicable construction procurement contracts which have been fully executed on July 1, 2011, or thereafter.

WAGES AND LABOR REQUIREMENTS: Pursuant to HRS Section 103-55, each bidder completing the bid and list of Subcontractors certifies that:

WAGES: The service to be rendered shall be performed by employees paid not less than wages paid to public officers and employees for similar work.

COMPLIANCE WITH LABOR LAWS: All applicable laws of the Federal and State governments relating to workmen's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

In accordance with HRS Section 104-2 et seq., the Hawai'i Director of Labor and Industrial Relations determines the prevailing wages applicable to the project. The wage rates are the minimum rates to be paid and may be revised. Contractor shall pay the applicable rates as revised at no cost to the Department of Water. This is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves of local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein. Wage rate schedules are available at the office of the Department of Labor and Industrial Relations, State of Hawai'i.

CONTRACT PAYMENT: The Department will retain five percent (5%) of the amount due under the contract to the Contractor to insure the proper performance of the contract. The monthly estimate as ascertained by the Department of Water, less the retainage and previous payments, will be certified and paid to the Contractor.

AWARD OF CONTRACT: Bond for Faithful Performance: Within ten days after the award of the Contract or within such further time as may be allowed by the Board or the Manager, the successful bidder must execute a bond to the Board in an amount equal to one hundred (100) percent of the Contract amount or of the cost of the work as previously estimated by the Department, whichever is higher.

PERMITS AND REGULATION: The Contractor shall procure and pay all permits, licenses and approval necessary for the execution of the Contract. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, fences, or other protective facilities. The Contractor shall be responsible for scheduling all necessary inspections with the applicable agencies.

CONTRACTOR PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor's attention is directed to SUBSECTION 4.4 – INSURANCE of the “General Provisions” in its entirety.

The Contractor shall furnish to the Department of Water one copy each of certificate of said insurance prior to commence of work.

DEFAULT, DELAY AND TIME EXTENSIONS: The Contractor's attention is directed to SUBSECTION 6.2 – DEFAULT, DELAY AND TIME EXTENSIONS of the “General Provisions” in its entirety.

QUALITY CONTROL: Contractor shall comply with all County and State quality control measures during construction as specified in the general construction notes, as well as, other notes specified throughout the contract plans.

SCOPE OF INSURANCE AND SPECIAL HAZARDS: The insurance required above shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims which may arise from operations under this contractor, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazards which may be encountered in the performance of this contract.

PROOF OF THE CARRIAGE OF INSURANCE: The Contractor shall furnish the Department of Water with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: “The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Department of Water.”

WORKMEN'S COMPENSATION ACT: The Contractor will be required to comply with the provisions of Chapter 97, Revised Laws of Hawai'i 1955, known as the “Workmen's Compensation Laws”, and all laws amendatory thereof, relating to the compensation of employees for personal injuries sustained in the course of their employment. The Contractor's surety or sureties shall be liable for any loss caused the Department of Water by reason of the Contractor's failure to comply with the provisions of said laws.

The Contractor shall furnish to the Department of Water one copy of certificate of said insurance prior to commencement of work.

EXPOSING EXISTING UTILITIES: The Contractor shall expose, verify and backfill all existing underground utility and structures at crossings prior to excavation of pipeline trench. Location of utility lines and appurtenances shown on the plans are from the best information available. The Contractor shall not assume that where no existing utilities are shown, that none exist.

RESPONSIBILITY OF OFFERORS: Offeror is advised that if awarded a contract under this solicitation, offeror shall, upon award of the contract, furnish proof of compliance with the requirements of the Hawai‘i Administrative Rules §3-122-112:

Chapter 237, tax clearance;
Chapter 383, unemployment insurance;
Chapter 386, worker’s compensation;
Chapter 392, temporary disability insurance;
Chapter 393, prepaid health care; and

One of the following:

- a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a “Hawai‘i business”) **or**
- b. Be registered to do business in the State (hereinafter referred to as a “compliant non-Hawai‘i business”).

Please refer to the METHOD OF AWARD section of this solicitation for instructions on furnishing specific documents that are acceptable to the Department of Water as proof of compliance with the requirements listed above.

The application for the clearance is the responsibility of the offeror, and must be submitted directly to the DOTAX or IRS and not to the Department of Water.

Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

HRS Chapters 383 (Unemployment Insurance), 386 (Worker' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to H.R.S. §103D-310(c), the successful offeror shall be required to submit an approved certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations ("DLIR"). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Department of Water.

The certificate of compliance shall be obtained on the State of Hawai'i, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://www.dlir.state.hi.us>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the offeror who in turn shall submit it to the Department of Water.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the Department of Water.

Requirement for award. To be eligible for award, the offeror must comply as follows:

Hawai'i business. A business entity referred to as a "Hawai'i business" is registered and incorporated or organized under the laws of the State of Hawai'i. As evidence of compliance, offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division ("BREG"). A Hawai'i business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. An offeror's status as sole proprietor or other business entity and its business street address indicated on the OFFER form will be used to confirm that the offeror is a Hawai'i business.

Compliant non-Hawai'i business. A business entity referred to as a "compliant non-Hawai'i business" is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State of Hawai'i. As evidence of compliance, offeror shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING go online to <http://www.BusinessRegistrations.com> and follow the prompt instructions. To

register or to obtain a “Certificate of Good Standing” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The “Certificate of Good Standing” is valid for six months from date of issue and must be valid on the date it is received by the Department of Water.

Offerors are advised that there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Department of Water as soon as possible after an award has been issued. **If valid certificates are not submitted on a timely basis after an award has been made, the successful offeror understands and agrees that its award (even though its offer is otherwise responsive and responsible) shall be canceled without any liability whatsoever to the Department of Water.** The Department, and not the successful offeror, shall determine whether all necessary certificates have been timely submitted.

Final Payment Requirements. In addition to a tax clearance certificate, an original “Certification of Compliance for Final Payment” (SPO Form-22), will be required for final payment. (See attached). A copy of the Form is also available at <http://www.spo.hawaii.gov>. Select “Forms for Vendors/Contractors” from the Chapter 103D, HRS, pop-up menu.

CONTRACTOR: _____

PROPOSAL

for

DEPARTMENT OF WATER, COUNTY OF KAUA'I
LĪHU'E, KAUA'I, HAWAI'I

_____, 20 _____

Manager and Chief Engineer
Department of Water
County of Kaua'i
4398 Pua Loke Street
Līhu'e, Hawai'i 96766

Dear Sir:

Pursuant to and in compliance with your Invitation for Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is done, and with the plans and specifications, "General Provisions for Construction Contracts of the Department of Water", "Water System Standards", Invitation for Bids, and other contract documents, hereby proposes and agrees to perform, within the time stipulated in the contract, including all its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner in place complete all of the work covered by the contract in connection with these specifications and accompanying construction plans titled:

JOB NO. EP-2018-1
INSTALLATION OF 6" EMERGENCY TEMPORARY BYPASS WATER MAINLINE
ALONG KAHILIHOLE ROAD
KALIHUWAI, KAUA'I, HAWAI'I

on file in the office of the Department of Water, for the total sum of:

BID _____
DOLLARS
(\$ _____)

Said total sums being itemized on the following pages:

Item No.	Estimated Quantity	Description	Total Cost
1.	(1) LS	Mobilization.	\$ _____
2.	(4) EA	Excavate existing pipe at proposed installation and connection points	\$ _____
3.	(2) EA	Excavate, install, backfill thrust beam	\$ _____
4.	(2) EA	Excavate and prepare connections	\$ _____
5.	(800)LF	Install fused 6"HDPE pipe for emergency temporary bypass water main	\$ _____
6.	(1) LS	Install temporary cleanouts, presuure test pipe and fittings	\$ _____
7.	(800) LF	Chlorination set-up and removal	\$ _____
8.	(1) LS	Chlorination	\$ _____
9.	(2) EA	Connect to exiting 8" diameter ductile iron pipe along Kahilihoho Road	\$ _____
10.	(1) LS	Backfill connection, clean up, demobilization	\$ _____
TOTAL SUM BID (Line Items 1-10) \$			_____

It is understood that the TOTAL SUM BID is the price that the bid will be based on.

It is understood and agreed that bid samples or descriptive literature should not be submitted unless

expressly requested and that regardless of any attempt by a bidder to condition the bid, unsolicited which are submitted at the bidder's risk will not be examined or tested and will not be deemed to vary any of the provisions of the invitation for bids.

It is understood and agreed that bidders shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to section 3-122-30 (c) and (d) and that the material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

It is understood and agreed that the above listed items are estimates only. The contractor will be responsible to provide the appropriate quantity of materials required for the job. The Contractor must verify all measurements and required materials at the site and be responsible for the accuracy of the same.

It is understood and agreed that the Contracting Officer reserves the right to reject any and/or all bids and waive any defects when, in the Contracting Officer's opinion, such rejection or waiver shall be for the best interest of the Department.

It is also understood and agreed that bids will be compared on the basis of the Total Sum Bid, which shall be considered to be the total sum of actual or corrected amounts bid on each item. The signed paper copy of the bid proposal shall be the official bid. The Department reserves the right to award a contract based on the lowest Total Sum Bid depending on the funds available.

It is also understood and agreed that the work called for under this project must and shall be completed within thirty (30) consecutive calendar days after written notice has been given to the successful bidder to commence work.

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 increase or decrease, in accordance with the provisions of the specifications.

It is also understood and agreed that the estimated quantities shown for items for which a UNIT PRICE is asked in the 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 not dispute said estimated quantities as a means of comparing the bids. It is understood and agreed that he will make no claims for anticipated profit or loss of profit because of a difference between quantities of the various classes of work done or the materials and equipment actually 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.

It is also understood and agreed that if the product of the UNIT PRICE bid and the number of units does not equal the total amount stated by the undersigned in the bid for any item, it will be assumed that the error was made in the computing the total amount. For the purpose of determining the lowest bidder, the stated UNIT PRICE alone will be considered as representing the bidder's intention and the total amount bid on such item shall be considered to be the amount arrived at by

multiplying the UNIT PRICE by the number of units.

It is also understood and agreed that the liquidated damages in the amount of One Hundred Dollars (\$100.00), for each and every calendar day in excess thereof prior to completion of the contract beyond the specified and approved completion date, shall be withheld from payments due to the Contractor.

It is also understood and agreed that if this bid is accepted, the successful bidder will contract with the Board and said bidder shall furnish the required bonds to the Board within 10 days from the date of receiving from the Board the contract prepared and ready for execution.

It is further understood and agreed that the successful bidder will provide all necessary materials, labor, 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 Manager as therein set forth.

It is also understood and agreed that if this bid shall be accepted and the undersigned shall fail to 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 bid shall operate and the same shall become the property of the Department.

Enclosed herewith is a Bidder's Bond	() for the sum
Surety Bond	()
Legal Tender	()
Certificate of Deposit	()
Share Certificate	()
Cashier's Check	()
Treasurer's Check	()
Teller's Check	()
Certified Check	()

of _____
DOLLARS (\$ _____), payable to the Department of Water, being not less than the sum required under Sub-Section 2.8 "Bid Deposit" of the "General Provisions for Construction Contracts of the Department of Water," as amended.

HAWAI‘I PRODUCTS PREFERENCE

In accordance with ACT 175, SLH 2009, the Hawai‘i products preference may be applicable to this project. If available, the Hawai‘i product’s list may be viewed on the State Procurement Office (SPO) webpage at <http://hawaii.gov/spo>, click on ‘*Procurement of Goods, Services, and Construction-Chapter 103D, HRS*’; under ‘Procurement’ click on ‘*Preferences*’, ‘*Hawai‘i Products*’ and select ‘*Hawai‘i Products List*’.

Offeror offering a Hawai‘i Product (HP) shall identify the HP on the following table. Bidder shall fill in all applicable spaces. The Department of Water shall be the sole judge to verify the approximate quantities noted and if found to be excessive; will make the applicable adjustments to the quantities.

SCHEDULE OF MATERIAL COST

(if Hawaii preference requested)

HAWAI‘I PRODUCT	MANUFACTURER	CLASS	APPROX. QUANTITY	UNIT	TOTAL COST OF MATERIAL
Aggregates and Sand – Basalt, rock, cinder, limestone and coral					
Aggregates – Recycled asphalt and concrete					
Asphalt and paving materials					
Cement and concrete products					
Pre-cast concrete products					
Signs–traffic, regulatory and construction					
Soil amendments, mulch, compost					

Any person desiring a Hawai‘i product preference shall have the product(s) certified and qualified if not currently on the Hawai‘i 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 Hawai‘i Product’s List shall complete Form SPO-38, Certification for Hawai‘i Product Preference and submit it to the Procurement Officer no later than seven calendar days prior to bid opening and provide all additional information required by the Procurement Officer for each product, one form shall be completed and submitted for each product (i.e. Three (3) products should have three (3) separate forms completed). Form SPO-38, is available on the SPO webpage at <http://hawaii.gov/spo> under the ‘*Quicklinks*’ menu; click on ‘*Forms for Vendors, Contractors, and Service Providers*’.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the Class I or 15% for the Class II HP items offered, respectively. 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.

Change in Availability of Hawai'i Product. In the event of any change that materially alters the Bidder's ability to supply Hawai'i products, the Bidder shall immediately notify the Procurement Officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

LISTING OF SUBCONTRACTORS

Sec. 103D-302, H.R.S., provides that each bid for Public Works Construction Contracts shall include the name of each person or firm to be engaged by the bidder as a joint contractor or subcontractor in the performance of the Public Works Construction Contract. The bid shall also indicate the nature and scope of the work to be performed by such joint contractors or subcontractors. All bids which do not comply with this requirement shall be rejected pursuant to Sec. 103D-302(b) H.R.S.

To comply with the above provisions, the bidder shall complete the schedule of the nature and scope of work by listing, where applicable, the names of the joint contractors and subcontractors to be used after the description of the nature and scope of the work.

MANDATORY LICENSING REQUIREMENT:

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawai'i 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, that 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" and "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 "C" specialty 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 subcontracted out to appropriately licensed "C" specialty contractors. 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.

(Note: Subcontractor list has been deleted for this project)

Evidence of the undersigned Bidder having the authority to submit this bid and to enter a contract is herewith furnished.

Respectfully submitted,

Name of Bidder

Authorized Signature

Print/Type Name & Title of above

Address, Zip Code

Telephone

Contractor's License No.

State of Hawai'i General Excise Tax License No.

Federal Employer Identification No.

Type of Organization: (Please designate)

_____ Individual _____ Partnership _____ Corporation

State of Incorporation:

Hawaii _____ Other _____ (Please Specify)

Name of Performance Bond Surety Co. _____

Address _____

Authorized to do Business in the State of Hawai'i? _____

If corporation, state who will sign contract and his title:

Name

Title

Name

Title

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, together with the signature(s) of the Officer(s) authorized to sign contracts on behalf of the corporation and the corporate seal affixed thereto. Please attach to this page evidence of the authority of the Officer (s) to sign on behalf of the Corporation.

If Bidder is a PARTNERSHIP, the true name of the firm shall be set forth above, together with the signature(s) of the Partner(s) authorized to sign on behalf of the partnership. Please attach to this page evidence of the authority of the Partner(s) to sign on behalf of the partnership.

If Bidder is an INDIVIDUAL, his signature shall be placed above.

If signature is by an agent, other than an Officer of a corporation or a member of a partnership, a POWER OF ATTORNEY must be filed with the Department prior to the opening of bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

NOTE: PLEASE DO NOT DETACH THIS SAMPLE BID FROM THE SPECIFICATIONS. FILL IN ALL BLANK SPACES WITH INFORMATION REQUIRED OR BID MAY BE REJECTED.





