

# ADDENDUM NO. 2

COUNTY OF KAUA'I  
DEPARTMENT OF WATER

PLANS, BID PROPOSAL, SPECIFICATIONS  
CONTRACT AND BOND  
FOR

**JOB NO. 18-07**  
**Kukuiolono 0.2 MG Tank Demolition**  
**Kalāheo Water System**  
**Kalāheo, Kaua'i, Hawai'i**

## NOTICE TO PROSPECTIVE PROPOSERS

This addendum is hereby made a part of the PLANS, BID PROPOSAL, SPECIFICATIONS, CONTRACT AND BOND for the subject project and it shall amend the said contract documents in the following respects:

### **Item 1**

Solicitation Review: Submission of Questions and Requests For Clarification. The following are all inquiries received via [www.publicpurchase.com](http://www.publicpurchase.com).

Also attached is "OFFER-ADDENDUM NO. 2" that will replace the original offer form. The quantity for Bid Item No. 14 has changed to 7,910 Square Feet. Reference Question #7 from Public Purchase.

Bid due date will remain the same. Bids are due on Thursday, January 9, 2020 by 2:00pm Hawaiian Standard Time via [www.publicpurchase.com](http://www.publicpurchase.com).

### **End of Addendum No. 2**

If there are any questions, please contact Mr. Dustin Moises by email at [dmoises@kauaiwater.org](mailto:dmoises@kauaiwater.org).

*Dustin Moises*

Dustin Moises (Jan 6, 2020)

Chief Procurement Officer

January 6, 2020

## **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 2**

Receipt Acknowledged:

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(Please sign and return this acknowledgement.)

## ADDENDUM NO. 2

**QUESTION #1:** Appendix D Insurance Requirements is calling for Professional Liability (Errors and Omissions) coverage. Being that there is no design work involved in this project, can the requirement for this coverage be removed?

ANSWER: We require this for the geotechnical engineer required and surveyors required on our projects. May also apply to environmental consultants. This project requires the use of those parties so insurance would need to remain.

**QUESTION #2:** What is the engineers budget on this project?

ANSWER: Please refer to Addendum No. 1.

**QUESTION #3:** The asbestos survey reports list a 'white fabric' that is 85% chrysotile. However, there are no quantities or location of this material contained in the report. Is more information available? Via site visit there was also no signs of this material. We can't quantify the work required without this information.

ANSWER: The "white fabric" was not observed beyond the sample collection; however, the specifications need to be followed should this material be encountered during the course of demolition. Removal and disposal of asbestos containing materials shall be considered incidental to the abatement, transport, and disposal of hazardous materials.

**QUESTION #4:** Please clarify the lead soil sampling requirements. Is the cost for the initial soil sampling and removal of up to 1' of soil within the work area to be included within the base bid? All soil removal required greater than 12" (as evidenced by soil sampling) will be paid by force account?

ANSWER: Any removal of lead contaminated soils resulting from soil confirmation sampling, as described in SP-4, Section FF, paragraphs 3 and 5, shall be paid under the force account item to "Excavate, transport, and dispose of lead contaminated soil to in-state landfill".

**QUESTION #5:** As this is a relatively short duration project, is a field office required?

ANSWER: Yes, a field office is required for this project. Contractor typically uses it for project documents (submittals, RFI's, approved plans, contract docs, etc.) that shall be stored on-site after DOW approvals. Also used for weekly meetings and other site meetings.

**QUESTION #6:** The insurance certificate for the project will be provided by the GC, accordingly, GC's do not carry Professional Liability Insurance. We acknowledge the Industrial

## ADDENDUM NO. 2

Hygienist and a geotechnical engineer will be subcontractors on this project and they will carry the E&O insurance. Is this acceptable?

ANSWER: No, this is not acceptable. The DOW's contract is with the General Contractor; therefore, the GC must meet insurance requirements for the project.

**QUESTION #7:** About bid Item 14 Grassing - Where exactly the area of 2,482 sf which estimated quantity shows? The area of grading limit seems much more than 2,482 sf.

ANSWER: Please see attached part of this addendum.

Contractor \_\_\_\_\_

OFFER

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 Contract Documents relating thereto, the undersigned Offeror, having familiarized itself 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, the plans and specifications, “General Provisions for Construction Contracts of the Department of Water”, “Water System Standards, 2002”, Invitation For Bids, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated in the said documents, 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, 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. 18-07 KUKUIOLONO 0.2 MG TANK DEMOLITION , KAUA‘I, HAWAI‘I ]**

on file in the office of the Department of Water for,

TOTAL SUM OFFER \_\_\_\_\_ DOLLARS  
(words)

(\$ \_\_\_\_\_) said total sums being itemized on the following pages:



**OFFER SCHEDULE**

**JOB NO. 18-07, KUKUIOLONO 0.2 MG TANK DEMOLITION, KAUA'I, HAWAII**

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	<b>Lump Sum.</b> Mobilization & demobilization (not to exceed 6% of the sum of all items excluding proposal price of this item).		\$
2	1	<b>Lump Sum.</b> Clearing, grubbing, and disposal of all vegetation within project limits, including trees.		\$
3	1	<b>Lump Sum.</b> Unclassified site excavation and embankment to the finish grade, in place complete.		\$
4	1	<b>Lump Sum.</b> Abate, transport, and dispose of hazardous materials.		\$
5	1	<b>Each.</b> 55-Gallon Drum. Transport and dispose of RCRA-hazardous waste lead paint debris.	\$	\$
6	1	<b>Lump Sum.</b> Remove and dispose of existing 8-inch cast iron pipe, water valve boxes and valves.		\$
7	1	<b>Lump Sum.</b> Remove and dispose of existing 6-inch cast iron pipe, water valve boxes and valves.		\$
8	1	<b>Lump Sum.</b> Remove and dispose of existing water tank (200,000 Gal.), including 12-inch reinforced concrete floor slab, concrete walls & extensions, and miscellaneous slabs.		\$
9	1	<b>Lump Sum.</b> Remove and dispose of existing platform, A.C. unit, and building shed.		\$
10	1	<b>Lump Sum.</b> Cut and plug existing 6-inch cast iron pipe.		\$
11	1	<b>Lump Sum.</b> Conduct confirmation soil sampling for residual lead in surface soil and prepare summary report.		\$
12	1	<b>Force Account.</b> Excavate, transport, and dispose of lead contaminated soil to in-state landfill.	\$ 135,000.00	\$ 135,000.00

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
13	1	<b>Lump Sum.</b> Install temporary gate and erosion control measures, inclusive of silt fence, dust screen, and stabilized construction entrance, maintenance of erosion control BMP's, and other appurtenant work, all in accordance with the plans and specifications, in place complete.		\$
14	<b>7,910</b>	<b>Square Feet.</b> El Toro Zoysia grass, planted, fertilized, and maintained in accordance with the specifications.	\$	\$
		<b>TOTAL SUM OFFER (Items 1 to 14 inclusive)</b>		\$

SCHEDULE B  
HAWAI'I PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawai'i products preference is applicable to this solicitation. Hawai'i Products ("HP") are available for those items noted on Schedule B, below. The Hawai'i products list is available on the SPO webpage at [www.spo.hawaii.gov/for-state-county-personnel/manual/procurement/solicitation/goods-services-construction/preferences/hawaii-product-preferences/](http://www.spo.hawaii.gov/for-state-county-personnel/manual/procurement/solicitation/goods-services-construction/preferences/hawaii-product-preferences/) or go to the SPO Home page, click on "For Vendors" tab; click on Preferences, Hawai'i Product Preferences to view. Offeror transmitting a Hawai'i Product (HP) shall identify the HP on Schedule B-1.

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 list shall complete form SPO-038, Certification for Hawai'i Product Preference and submit, via email to the Procurement Officer issuing the solicitation, and provide the solicitation number and title in the subject line, and include all additional information required by the Procurement Officer. For each product, one form shall be completed and transmitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 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 Offeror's ability to supply Hawai'i products, the Offeror shall notify the Procurement Officer in writing no later than five (5) working days from when the Offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

The following is a list of products that the Department anticipates will be used in this particular project; however the list is not all inclusive and additional products may be qualified.

HAWAI'I PRODUCTS LIST

HP Description	Manufacturer/Supplier	Class
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Bidders intending to use or supply a Hawai'i Product must list the price and total cost of each item f.o.b. jobsite, unloaded, including applicable general excise tax and use tax on this form. Failure to designate a Hawai'i product will mean that the Bidder is offering a non-Hawai'i product and award, if made to the bidder, will be on the basis that the bidder will deliver or use a non-Hawai'i product.

The Bidder shall list only the Manufacturers/Suppliers certified and qualified on Schedule B.

If the Department has awarded a contract under HRS, § 103D-1002, finds that in the performance of that contract there has been a failure to comply with HRS, § 103D-1002, the contract shall be voidable and the findings shall be referred for debarment or suspension proceedings under HRS 103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by the Department on account of the purchase or contract.



SCHEDULE B-1  
SCHEDULE OF MATERIAL COST  
*(if Hawai'i 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					

SCHEDULE C  
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 submit an offer 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.

LISTING OF SUBCONTRACTORS

Sec. 103D-302, H.R.S., provides that each offer for Public Works Construction Contracts shall include the name of each person or firm to be engaged by the Offeror as a joint contractor or subcontractor in the performance of the Public Works Construction Contract. The Offer shall also indicate the nature and scope of the work to be performed by such joint contractors or subcontractors. All offers 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 offeror 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.

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Offeror certifies that the following is a complete listing of all joint contractors and/or subcontractors who will be engaged by the Offeror on this Project to perform the nature and scope of work indicated **regardless of the percentage of the value of the work to be performed by the joint contractor or subcontractor**, pursuant to Section 103D-302, Hawai‘i Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the Offer.

The Offeror further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this Project. If no joint contractor or subcontractor for any subdivision of work is listed, it shall be construed that the work shall be performed by the Offeror with Offeror’s employees.

All Offerors must be sure that they possess, and that the joint contractors or subcontractors listed in the Offer possess, all the necessary specialty licenses needed to perform the work for this Project. The Offeror shall be solely responsible for assuring that all specialty licenses required to perform the work is covered in the Offer.

The Offeror shall include the license number of the joint contractors or subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractors Licensing Board may cause rejection of the offer submitted.

**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.**

LISTING OF ALL JOINT CONTRACTORS OR SUBCONTRACTORS

	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
C-1	Acoustical and Insulation Contractor		
C-2	Mechanical Insulation Contractor		
C-3	Asphalt Paving and Surfacing Contractor		
C-3a	Asphalt Concrete Patching, Sealing, and Striping Contractor		
C-3b	Play Court Surfacing Contractor		
C-4	Boiler, Hot-Water Heating and Steam Fitting Contractor		
C-5	Cabinet, Millwork, and Carpentry Remodeling and Repairs Contractor		
C-5a	Garage Door and Window Shutters Contractor		
C-5b	Siding Application Contractor		
C-6	Carpentry Framing Contractor		
C-7	Carpet Laying Contractor		
C-9	Cesspool Contractor		
C-10	Scaffolding Contractor		
C-12	Drywall Contractor		
C-13	Electrical Contractor		
C-14	Sign Contractor		
C-15	Electronic Systems Contractor		
C-15a	Fire and Burglar Alarm Contractor		
C-15b	Telecommunications Contractor		
C-16	Elevator Contractor		
C-16a	Conveyor Systems Contractor		
C-17	Excavating, Grading, and Trenching Contractor		
C-19	Asbestos Contractor		
C-20	Fire Protection Contractor		
C-20a	Fire Repressant Systems Contractor		

	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
C-21	Flooring Contractor		
C-22	Glazing and Tinting Contractor		
C-22a	Glass Tinting Contractor		
C-23	Gunite Contractor		
C-24	Building Moving and Wrecking Contractor		
C-25	Institutional and Commercial Equipment Contractor		
C-27	Landscaping Contractor		
C-27a	Hydro Mulching Contractor		
C-27b	Tree Trimming and Removal Contractor		
C-31	Masonry Contractor		
C-31a	Cement Concrete Contractor		
C-31b	Stone Masonry Contractor		
C-31c	Refractory Contractor		
C-31d	Tuckpointing and Caulking Contractor		
C-31e	Concrete Cutting, Drilling, Sawing, Coring, and Pressure Grouting Contractor		
C-32	Ornamental, Guardrail, and Fencing Contractor		
C-32a	Wood and Vinyl Fencing Contractor		
C-33	Painting and Decorating Contractor		
C-33a	Wall Coverings Contractor		
C-33b	Taping Contractor		
C-33c	Surface Treatment Contractor		
C-34	Soil Stabilization Contractor		
C-35	Pile Driving, Pile and Caisson Drilling, and Foundation Contractor		
C-36	Plastering Contractor		
C-36a	Lathing Contractor		
C-37	Plumbing Contractor		

	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
C-37a	Sewer and Drain Line Contractor		
C-37b	Irrigation and Lawn Sprinkler Systems Contractor		
C-37c	Vacuum and Air Systems Contractor		
C-37d	Water Chlorination and Sanitation Contractor		
C-37e	Treatment and Pumping Facilities Contractor		
C-37f	Fuel Dispensing Contractor		
C-38	Post Tensioning Contractor		
C-40	Refrigeration Contractor		
C-40a	Prefabricated Refrigerator Panels Contractor		
C-41	Reinforcing Steel Contractor		
C-42	Roofing Contractor		
C-42a	Aluminum and Other Metal Shingles Contractor		
C-42b	Wood Shingles and Wood Shakes Contractor		
C-42c	Concrete and Clay Tile Contractor		
C-42e	Urethane Foam Contractor		
C-42g	Roof coatings Contractor		
C-43	Sewer, Sewage Disposal, Drain, and Pipe Laying Contractor		
C-43a	Reconditioning and Repairing Pipeline Contractor		
C-44	Sheet Metal Contractor		
C-44a	Gutters Contractor		
C-44b	Awnings and Patio Cover Contractor		
C-48	Structural Steel Contractor		
C-48a	Steel Door Contractor		
C-49b	Hot Tub and Pool Contractor		
C-51	Tile Contractor		

	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
C-51a	Cultured Marble Contractor		
C-51b	Terrazzo Contractor		
C-52	Ventilating and Air Conditioning Contractor		
C-55	Waterproofing Contractor		
C-56	Welding Contractor		
C-57	Well Contractor		
C-57a	Pumps Installation Contractor		
C-57b	Injection Well Contractor		
C-60	Solar Power Systems Contractor		
C-61	Solar Energy Systems Contractor		
C-61a	Solar Hot Water Systems Contractor		
C-61b	Solar Heating and Cooling Systems Contractor		
C-62	Pole and Line Contractor		
C-62a	Pole Contractor		
C-63	High Voltage Electrical Contractor		
C-68	Classified Specialist		
	Licensed Surveyor		
	Licensed Geotechnical Engineer		
	Licensed Structural Engineer		
	Archaeologist		
	Cultural Monitor		
	Licensed Civil Engineer		
	Supervising Control and Data Acquisition (SCADA) Contractor		
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	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
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\* Contractor to add licenses as required to complete the scope of work. Attach additional sheet as needed. It is understood and agreed that the Department reserves the right to reject any and/or all offers and waive any defects when, in the Department’s opinion, such rejection or waiver shall be for the best interest of the Department.

For purpose of evaluating the criterion described in this solicitation, it is understood and agreed that offers will be compared on the basis of the Total Sum Offer which shall be considered to be the total sum of actual or corrected amounts proposed on each item. The offerors signed Offer shall constitute the Offeror’s official offer. The Department reserves the right to designate the contract amount based on selected Offeror’s Total Sum Offer depending on the funds available for this Project.

It is also understood and agreed that the work called for under this Project must and shall be completed within **270** consecutive calendar days after written notice has been given to the successful Offeror 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 listed in the Offer are only for the purpose of comparing on a uniform basis offers offered for the work under this contract, and the undersigned agrees that the undersigned is satisfied with and will not dispute said estimated quantities as a means of comparing the offers. It is understood and agreed that the Offeror 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 offers, 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 offer and the number of units does not equal the total amount stated by the Offeror in the offer for any item, it will be assumed that the error was made in computing the total amount. For purpose of evaluating the criterion described in this solicitation, the stated UNIT PRICE alone will be considered as representing the Offeror’s intention and the total amount offered 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 Thousand Dollars (\$1,000.00)** 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, pursuant to the Damages for Delay provision contained in this solicitation.

It is also understood and agreed that if this offer is accepted, the successful offeror will contract with the Board and said offeror shall furnish the required bonds to the Board within ten (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 offeror will provide all necessary materials, labor, tools, equipment, and other incidental 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 Department as therein set forth.



The undersigned further understands and agrees that by submitting this Offer, 1) the Offeror is declaring that the Offer is not in violation of Chapter 84, Hawai'i Revised Statutes, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

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

Enclosed herewith is a Bidder's Bond (Bid Security)	( )	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 2.9 "Bid Security" of the "General Provisions for Construction Contracts of the Department of Water", dated April 25, 2016.



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

Respectfully submitted,

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
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)

- Sole Proprietorship     Partnership  
 Corporation             Joint Venture  
 Other (*please specify*) \_\_\_\_\_

State of Incorporation:         Hawai'i                     Other (*please specify*) \_\_\_\_\_

Name of Performance Bond Surety Co. \_\_\_\_\_

Address \_\_\_\_\_

Authorized to do Business in the State of Hawai'i?  Yes or  No



If corporation, state who will sign contract and signatory's title:

Name

Title

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Name

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Title

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**If the Offeror is a CORPORATION**, the legal name of the corporation shall be set forth on the Offer, together with the signature(s) of the Officer(s) authorized to sign on behalf of the corporation and the corporate seal affixed thereto. Evidence of the authority of the Officer(s) to sign on behalf of the Corporation SHALL be attached to this page and included in the Offer. Acceptable evidence of authority to sign includes, but is not limited to, a copy of the articles of incorporation, corporate resolution, or corporate by-laws. (See HRS Ch. 415, Hawai'i Business Corporation Act).

**If the Offeror is a LIMITED LIABILITY COMPANY**, the legal name of the company shall be set forth on the Offer, together with the signature(s) of the member of the limited liability company or manager of the manger-managed limited liability company authorized to sign on behalf of the entity. Evidence of the authority of the Officer(s) authorized to sign on behalf of the company SHALL be attached to this page and included in the Offer.

**If the Offeror is a PARTNERSHIP**, the legal name of the firm shall be set forth on the Offer, together with the signature(s) of the General Partner(s) authorized to sign on behalf of the partnership. Evidence of the authority of the General Partner(s) authorized to sign on behalf of the partnership SHALL be attached to this page and included with the Offer. Acceptable evidence of authority to sign for the partnership includes, but is not limited to, a copy of the partnership registration statement or authorization signed by all of the partners. (See HRS Ch. 425, Partnerships).

**If Offeror is a SOLE PROPRIETORSHIP**, Offeror's signature shall be placed above.

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