

Contractor \_\_\_\_\_

OFFER

For

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

\_\_\_\_\_ 20 \_\_\_\_\_

Chief Procurement Officer  
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. 02-06, WKK-15, CONSTRUCT KILAUEA 466’ TANK, 1.0 MG, KILAUEA,  
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. 02-06 WKK-15, CONSTRUCT KĪLAUEA 466' TANK, 1.0 MG, KĪLAUEA, KAUA'I, HAWAI'I

Item No.	Estimated Quantity	U/M	Description	Unit Price	Total
1	1	LS	Mobilization and Demobilization (Not to Exceed 6% of the sum of all items excluding Lump Sum Offer of this item).		\$
2	1	LS	Best Management Plan, Erosion Control Measures and implementation of NPDES Appendix C.		\$
3	1	LS	Prepare, maintain and close Staging and Stockpile site including Best Management Plan, Erosion Control Measures and implementation of NPDES Appendix C, temporary driveway approach,		\$
3	1	LS	Remove and dispose existing AC pavement, base course, concrete swale, inlets, vaults and other site features as necessary (Phase 1).		\$
4	1	LS	Remove and dispose of existing DI water lines, drain lines and other appurtenances as necessary (Phase 1).		\$
5	1	LS	Demolish, remove and dispose of the existing 100,000-gallon concrete tank, foundation and all appurtenances (Phase 1).		\$
6	10	EA	10,000-gallon temporary water storage tanks, including restraint system, bulkhead fittings, vent, concrete pad foundation, 4-inch DI Drain/Overflow pipe with valve and fittings, 4-inch Outlet Pipe with valve and fittings, connections, testing, all appurtenances (Phase 1).	\$	\$
<b>7</b>	<b>1</b>	<b>LS</b>	Remove 10,000-gallon temporary water storage tanks, including restraint system, bulkhead fittings, vent; 4-inch DI Drain/Overflow pipe, valve and fittings; 4-inch Outlet Pipe, valve and fittings; transport to designated site; unload and store at designated site; and demolish temporary concrete pads and foundation (Phase 3).		\$
8	146	LF	Waterline "A", 12-inch DI pipe for temporary water storage tanks, including all appurtenances, valves, fittings, concrete blocks, connection to existing 12-inch DI water main (Phase 1); and abandon in place (Phase 3).	\$	\$
9	10	EA	4-inch DI underground pipe from temporary tanks connecting to Waterline "A", including all appurtenances, fittings and concrete blocks (Phase 1); and abandon in place (Phase 3).	\$	\$



Item No.	Estimated Quantity	U/M	Description	Unit Price	Total
10	150	LF	Drain Line "A", 6-inch HDPE pipe for temporary water storage tanks, including all appurtenances, valves, fittings, concrete blocks, connection to Shallow Drain Manhole (Phase 1); and removal (Phase 3).	\$	\$
11	73	LF	Drain Line "B", 6-inch HDPE pipe for temporary water storage tanks, including all appurtenances, valves, fittings, concrete blocks, connection to Drain Line "A" (Phase 1); and removal (Phase 3).	\$	\$
12	10	EA	4-inch HDPE drainpipe from temporary tanks connecting to Drain Line "A" or Drain Line "B", including all appurtenances, fittings, concrete blocks (Phase 1); and removal (Phase 3).	\$	\$
13	1	EA	Shallow Drain Manhole, including excavation, backfill, and 12-inch DI pipe and fittings to connect to existing 12-inch DI drain line (Phase 1).	\$	\$
14	1	LS	Temporary tank level transmitter, including transmitter, ¼-inch copper tubing, ¾-inch copper tubing, appurtenances, fittings, valves, connections (Phase 1), and removal (Phase III).		\$
15	260	CY	Grading Plan Phase 1, site excavation, including clearing and grubbing, demolition, and hauling, stockpile and disposal of excess material.	\$	\$
16	2,830	CY	Grading Plan Phase 2, site excavation, including clearing and grubbing, demolition, and hauling, stockpile and disposal of excess material.	\$	\$
17	1,870	CY	Grading Plan Phase 3, site embankment, including hauling and compaction.	\$	\$
18	23	LF	Influent/effluent line, 12-inch DI pipe, including fittings, valves, concrete blocks, connections and all appurtenances (Phase 2).	\$	\$
19	1	LS	Combination Air Relief Valve (influent/effluent line) including ARV, 1-inch copper tubing, fittings, valves, pipe support, connections and all appurtenances (Phase 1).		\$
20	18	LF	Water stubout for future well pump, 12-inch DI pipe, including fittings, valves, concrete blocks, connections and all appurtenances (Phase 2).	\$	\$
21	8	LF	Tank washout line, 12-inch DI pipe, including fittings, valves, concrete blocks, connections and all appurtenances (Phase 2).		\$

Item No.	Estimated Quantity	U/M	Description	Unit Price	Total
22	8	LF	Tank overflow line, 12-inch DI pipe, including fittings, valves, concrete blocks, connections and all appurtenances (Phase 2).	\$	\$
23	325	LF	Perimeter drain, 6-inch perforated HDPE pipe, including excavation, filter fabric, crushed aggregate backfill, 4-inch observation ports, fittings, connections and all appurtenances (Phase 2).	\$	\$
24	8	LF	Drain line "C", 6-inch HDPE pipe, including excavation, backfill, fittings, connections and all appurtenances (Phase 2).	\$	\$
25	10	LF	Drain line "D", 6-inch HDPE pipe, including excavation, backfill, fittings, connections and all appurtenances (Phase 2).	\$	\$
26	1	LS	Type G4 Drain Inlet, including grate, appurtenances, excavation and backfill (Phase 2).		\$
27	1	LS	Water sampling station, including ¾-inch copper tubing, fittings, valves, connections and all appurtenances (Phase 2).		\$
28	1	LS	Water level transmitter, including transmitter, ¼-inch copper tubing, ¾-inch copper tubing, fittings, valves, connections and all appurtenances (Phase 2).		\$
29	620	LF	Retrofit existing 6-foot-high chain-link fence and gate with extension arm and three strands of barbed wire and all appurtenances, in place complete (Phase 3).	\$	\$
30	4,000	SF	Concrete Perimeter Road, including 6-inch-thick structural fiber reinforced PCC pavement, 6-inch aggregate base course, 6-inch select borrow subbase, compaction testing, concrete testing, in-place complete (Phase 3).	\$	\$
31	830	SF	Concrete "V" Swale, including 6-inch-thick structural fiber reinforced PCC, 6-inch aggregate base course, 6-inch select borrow subbase compaction testing, concrete testing, in-place complete.	\$	\$
32	8,560	SF	Ground Cover, including 3-inch thick 1-½-inch coarse aggregate, geotextile fabric and all appurtenances, in-place complete.	\$	\$
33	2,170	SF	Ground Cover, including 12-inch-thick rip-rap, geotextile fabric and all appurtenances, in-place complete.	\$	\$
34	1	LS	MG water storage tank, ( <b>SELECT ONE</b> ): <ul style="list-style-type: none"> <li>• <b>Reinforced Concrete Reservoir</b></li> </ul>		\$

Item No.	Estimated Quantity	U/M	Description	Unit Price	Total
			<ul style="list-style-type: none"> <li>• <b>Wound Concrete Reservoir</b> including all appurtenances, in-place complete.</li> </ul>		
35	1	LS	Clean, chlorinate and flush water system, including removal of temporary risers and incidental work, all in accordance with the specifications and implementation of NPDES Appendix F.		\$
36	1	LS	Furnish and install electrical equipment, and wiring, including but not limited to providing trenching and backfill, pullboxes, power, control and instrumentation ducts, cables, junction boxes, connections to power control and instrumentation devices, painting, testing, and all appurtenant electrical work in place complete and in accordance with the plans and specifications.		\$
37	1	LS	SCADA system, including but not limited to software programming of existing RTU; modifications to existing master SCADA; and all appurtenant SCADA work; in place complete, and in accordance with the plans and specifications, ready for operation.		\$
			<b>TOTAL SUM OFFER (Items 1 to 37 inclusive)</b>		\$

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 **FIVE HUNDRED FORTY-FIVE (545)** 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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