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. 27-03 KOLOA WELL F PUMP REPLACEMENT , 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. 27-03 KŌLOA WELL F PUMP REPLACEMENT, KAUA‘I, HAWAI‘I

Item No.	Estimated Quantity	Description	Unit Cost	Total Cost
1.	(1) LS	Mobilization.	$	$
2.	(1) LS	Remove existing pump, motor, columns, line shafts and appurtenances. Inspect and analyze the existing pump assembly and provide a recommendation of additional parts to replace and/or refurbish.	$	$
3.	(1) LS	Measure well water level and sound the bottom of the well. Brush the well casing and suction bail the well. The well shall be suction bailed for three (3) consecutive days. Re-measure the well water level and sound the bottom of the well. Video tape the entire depth of the well. Provide copy of video on CD.	$	$
4.	(1) LS	Send motor out for refurbishment and/or rewind, if necessary.	$	$
5.	(1) LS	Provide new pump assembly to match existing specifications.	$	$
6.	(3) EA	Provide new 5 ft length of 10” diameter Schedule 40 column pipe with combination couplings.	$	$
7.	(10) EA	Provide new 10 ft length of 10” diameter Schedule 40 column pipe with combination couplings.	$	$
8.	(1) EA	Provide new discharge head to match existing specifications, discharge head has a 10” inlet and 10” outlet, stuffing box with graphitic yarn packing; 1-1/2” NPT tap for prelube, ¾” NPT tap for airline, 1-1/4” NPT tap for air vent, NPT tap for 1-1/4” Sch 80 PVC chase tube for well level measurement.	$	$
9.	(115) FT	Provide new 1-1/4” Schedule 80 PVC for sounding tube.	$	$
10.	(1) EA	Provide new 1-1/2” 416 stainless steel headshaft to match existing length.	$	$

Item No.	Estimated Quantity	Description	Unit Cost	Total Cost
11.	(3) EA	Provide new 5 ft length of 1-1/2" 416 stainless steel line shaft.	$	$
12.	(13) EA	Provide new 10 ft length of 1-1/2" 416 stainless steel line shaft.	$	$
13.	(13) EA	Provide new stainless steel shaft sleeves.	$	$
14.	(13) EA	Provide new stainless steel shaft couplings.	$	$
15.	(13) EA	Provide new Glide-400 bearings, or approved equal.	$	$
16.	(130) FT	Provide new 3/8" black plastic airline tubing to replace existing level probe.	$	$
17.	(1) LS	Assemble and install the pump/motor assembly. Install the new pump/motor assembly and disinfect pump and columns during install. DOW will perform chlorination, flushing, and sampling of well.	$	$
18.	(1) LS	Perform an operational test of the new pump assembly and perform any needed adjustments to ensure correct operation of the new pump assembly.	$	$
19.	(1) LS	Submit a Well Completion Report to the Department of Commission on Water Resource Management.	$	$
20.	(1) LS	Demobilization	$	$
		TOTAL SUM BID (Line Items 1-20)		**$**

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		
*			
*			
*			
*			
*			

	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
*			

* 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 **TWO HUNDRED SEVENTY (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 HUNDRED AND 00/100 ($100.00) DOLLARS** 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

Name	Title

If the Offeror is a <u>CORPORATION</u>, 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. **<u>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.</u>** 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 <u>LIMITED LIABILITY COMPANY</u>, 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. **<u>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.</u>**

If the Offeror is a <u>PARTNERSHIP</u>, 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. **<u>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.</u>** 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 <u>SOLE PROPRIETORSHIP</u>, Offeror’s signature shall be placed above.