

SECTION 00411 - SOLICITATION, OFFER AND CONTRACT FORM

SUMMARY OF CHANGES (V17.02)

A. COST, TIME AND SCHEDULE

**MAUI DISTRICT BASEYARD
INTERIOR ALTERATIONS AND NEW OFFICE BUILDING
PROJECT NO. HWY-M-ART18-01**

1. COST:

Project Bid Price \$ _____

TOTAL LUMP SUM BID PRICE \$ _____

_____ DOLLARS

{BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words.}

2. TIME:

See Section 01100 - PROJECT REQUIREMENTS for additional time and duration requirements.

Contract Duration 250 Calendar Days

| OFFER (Must be fully completed by offeror) | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 11. NAME AND ADDRESS OF OFFEROR (Include Zip Code) (*1) | 12. REMITTANCE ADDRESS (Include only if different than item 11) |
| 13. TELEPHONE NO. (Include area code) FAX NO. | 14. EMAIL ADDRESS |
| 15. FEDERAL EMPLOYER ID # (FEIN) | 16. HAWAII GENERAL EXCISE ID # |
| 17. BUSINESS ORGANIZATION (*2) | 18. CONTRACTOR'S LICENSE NO. |
| 19. The offeror agrees to perform the work required at the price(s) specified in the COST, TIME AND SCHEDULE article of Attachment A in strict accordance with the terms of this solicitation, including any attachments thereto, if this offer is accepted by the State of Hawaii within 60 calendar days after the date offers are due. | |
| 20. The offeror has completed Attachment A. | |
| 21. COMPLIANCE WITH §3-122-112 (HAR) {BIDDER'S INSTRUCTIONS: Mark one box only. If a Non-Hawaii Business, write your State's name where incorporated.} The undersigned represents: <input type="checkbox"/> A Hawaii Business incorporated or organized under the laws of the State of Hawaii. Or <input type="checkbox"/> A Compliant Non-Hawaii Business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii, Department of Commerce and Consumer Affairs, Business Registration Division to do business in the State of Hawaii. State of incorporation: _____ | |
| 22A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 22B. SIGNATURE: I declare under penalty of law that the foregoing is true and correct to the best of my knowledge. (*3) | 22C. DATE: |

BIDDERS INSTRUCTIONS AND SOLICITATION, OFFER AND CONTRACT FORM FOOTNOTES (footnotes relate to boxes 11, 17 & 22B)

(*1) If the Offeror is a "dba" of a sole proprietor, furnish the exact legal name as registered with the Department of Commerce and Consumer Affairs.

If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed.

The address included in this box will be used for correspondence.

(*2) For Business Organization, enter one of the following: Sole Proprietor, Partnership, Corporation, Joint Venture, or Other.

(*3) MANUAL SIGNATURE REQUIRED: attach to this page evidence of the authority of this signatory to submit bids on behalf of the Offer, and also the names and residence addresses of all officers of the company.

Fill in information in all blank spaces or the bid may be invalidated. SOLICITATION, OFFER AND CONTRACT FORM MUST BE INTACT; MISSING PAGES OR ANY ALTERATIONS MAY INVALIDATE THE BID. TYPE OR WRITE ALL INFORMATION IN INK. USE INK FOR MANUAL SIGNATURE.

C O N T R A C T

THIS AGREEMENT, made this _____ day _____ 20_____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE," and _____ whose business and/or post office address is _____

hereafter referred to as "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of _____ DOLLARS (\$ _____) as follows:

which sum shall be provided from the following fund(s):

K-1

ATTACHMENT A

A. COST, TIME AND SCHEDULE

MAUI DISTRICT BASEYARD INTERIOR ALTERATIONS AND NEW OFFICE BUILDING PROJECT NO. HWY-M-ART18-01

1. COST:

TOTAL LUMP SUM BID PRICE \$ _____

_____ DOLLARS

{BIDDER'S INSTRUCTIONS: Fill in the total lump sum bid price in numbers and write out the total lump sum bid price in words.}

2. TIME:

See SECTION 01100 - PROJECT REQUIREMENTS for additional time and duration requirements.

Contract Duration **250** Calendar Days

3. SCHEDULE FOR WORK

Contractor shall commence and complete all work within the contract duration stipulated and as follows:

- a. After the project is awarded, the Contractor shall begin preparatory work, obtain approvals, permits, process submittals, or conduct other directed work. The contractor shall not start any work at the jobsite or order any materials before the formal Notice to Proceed is issued, unless the Contracting Officer specifically issues a written authorization to proceed with designated work.
- b. After issuance of the formal Notice to Proceed or upon written authorization from the Contracting Officer to proceed with designated work, the contractor shall order approved materials, do off-site fabrication and similar work. The contractor shall start and complete the jobsite work per the dates, times and durations noted in the COST, TIME AND SCHEDULE article.>

B. BID SECURITY

Mark the applicable box. State in words and numerals the Bid Bond dollar amount.

See the Bidder's Instructions at the end of this section for additional information.

Enclosed with this BID FORM:

- | | |
|-------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Surety Bond (*4) | <input type="checkbox"/> Legal Tender (*5) |
| <input type="checkbox"/> Cashier's Check (*6) | <input type="checkbox"/> Certificate of Deposit (*6) |
| <input type="checkbox"/> Certified Check (*6) | <input type="checkbox"/> Official Check (*6) |
| <input type="checkbox"/> Share Certificate (*6) | <input type="checkbox"/> Teller's Check (*6) |
| <input type="checkbox"/> Treasurer's Check (*6) | |

*{BIDDER'S INSTRUCTIONS: * See below for footnotes.}*

- (*4) Surety bond underwritten by a company licensed to issue bonds in this State (Note: Surety bond shall be substantially in the form of the sample in the Appendix to the Interim General Conditions);
- (*5) Legal tender; or
- (*6) A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
- a. These instruments may be utilized only to a maximum of \$100,000.
- b. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.}

In the amount of:

_____ DOLLARS (\$_____)

(Bid Security shall be no less than 5% of the total lump sum bid amount) as required by law.

C. RECEIPT OF ADDENDA AND BID CLARIFICATIONS

Bidder acknowledges receipt of the following Addenda and Bid Clarifications issued by the Department, and the bidder shall indicate by marking each applicable box:

- | | |
|-----------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Bid Clarification No. 1 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Bid Clarification No. 2 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Bid Clarification No. 3 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Bid Clarification No. 4 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Bid Clarification No. 5 |

D. PREFERENCE

Bidder agrees that:

1. Preferences are considered in the evaluation of bids; however, the award of the contract will be in the amount of the bid offered exclusive of any preferences.
2. If granted Hawaii product or recycled product preference and awarded the contract, the Contractor must use the designated products in the work; otherwise, the Contractor may be in default of the contract.
3. If granted the Apprenticeship Agreement Preference and awarded the contract, the Contractor must, for the duration of the contract, certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.

E. HAWAII PRODUCT PREFERENCE

Hawaii Product Preference applies to this project. Offerors shall indicate in the Hawaii Product Schedule below whether pre-approved Hawaii Products are offered. Offerors offering a Hawaii Product shall fill-in the quantity, unit measure, unit price and total price for the Hawaii Product they desire to be considered for preference. Products not pre-approved shall not be considered. Hawaii Products not meeting the requirements of the specifications shall not be considered.

Offerors selecting the Hawaii Product Preference may be required to submit additional information on the cost basis of their selected Hawaii Product Preference items when requested after the bid opening to verify cost of the Hawaii Products, including the computations for the estimated quantities, manufacturer's or supplier's quotations, and delivered material cost Free on Board (FOB) at the jobsite. The Hawaii Product Cost shall not include installation costs.

Hawaii Product Schedule

| Item. No. | Pre-Approved Hawaii Product Description & Manufacturer | Class (I or II) | Quantity | Unit Measure | Unit Price | Total Price |
|-----------|------------------------------------------------------------------------------|-----------------|----------|--------------|------------|-------------|
| 1. | Asphalt and Paving Materials Maui Paving LLC | | | | | |
| 2. | Asphalt and Paving Materials Walker-Moody Pavement Products and Equipment | | | | | |
| 3. | Asphalt and Paving Materials Maui Asphalt-X-IV | | | | | |
| 4. | Asphalt and Paving Materials Black Maui Rose, Ltd. | | | | | |
| 5. | Asphalt and Paving Materials GP roadway Solutions, Inc. | | | | | |
| 6. | Asphalt and Paving Materials Hawaii Emulsion, Inc. | | | | | |
| 7. | Cement and Concrete Walker Industries, Ltd. | | | | | |
| 8. | Cement and Concrete Tileco, Inc | | | | | |
| 9. | Cement and Concrete Ramtek Fabrication Co., Inc. | | | | | |
| 10. | Cement and Concrete BOMAT, Ltd. | | | | | |
| 11. | Cement and Concrete Hawaiian Cement | | | | | |
| 12. | Cement and Concrete Hawaii Precast, Inc. | | | | | |
| 13. | Cement and Concrete Aloha Precast, Inc. | | | | | |
| 14. | Cement and Concrete HC&D, LLC | | | | | |
| 15. | Cement and Concrete Jensen Enterprises | | | | | |
| 16. | Aggregates Tileco, Inc. | | | | | |
| 17. | Aggregates Goodfellow Bros., Inc. | | | | | |
| 18. | Aggregates Sanford's Service Center, Inc. | | | | | |
| 19. | Aggregates Ameron International Corp. | | | | | |

F. RECYCLED PRODUCT PREFERENCE

This project allows a price preference for recycled products of at least 5 percent of the price of the item. Irrespective of choosing any other preference, bidder shall complete this Recycled Product Schedule; otherwise, the bid may be rejected.

Bidder shall fill in the cost for either the recycled product or non-recycled product.

Recycled Product Schedule

| DESCRIPTION | PERCENT | RECYCLED PRODUCT COST | NON-RECYCLED PRODUCT COST |
|------------------------------|---------|-----------------------|---------------------------|
| [Paving Material & Base] | | \$ | \$ |
| [Sub-Base] | | \$ | \$ |
| [Previous Backfill Material] | | \$ | \$ |

G. APPRENTICESHIP AGREEMENT PREFERENCE

The estimated value of the public works contract is \$250,000 or more and the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (Act 17, SLH 2009) shall apply. Complete self certification form below.

IMPORTANT: THIS SECTION MUST BE COMPLETED BY ALL BIDDERS REQUESTING THE APPRENTICESHIP PROGRAM PREFERENCE.

By submission of this offer, the Bidder certifies that it has indicated all apprenticeable trades it will employ for this project (excluding subcontractors) by checking all applicable boxes below:

- ☐ Bricklayer/Mason
- ☐ Carpenter
- ☐ Cement Finisher
- ☐ Construction Craft Laborer
- ☐ Construction Equip Operator
- ☐ Drywall
- ☐ Electrician
- ☐ Elevator Constructor
- ☐ Fire Sprinkler Fitter
- ☐ Floor Layer
- ☐ Glazier
- ☐ Heat & Frost Asbestos Insulator
- ☐ Heavy Duty Repairman/Welder
- ☐ Ironworker
- ☐ Painter
- ☐ Paving Equip Operator
- ☐ Plasterer
- ☐ Plumber
- ☐ Pointer/Caulker/Weatherproofer
- ☐ Refrig/AC
- ☐ Roofer
- ☐ Sheet Metal Worker
- ☐ Steamfitter/Welder
- ☐ Stone Mason
- ☐ Taper
- ☐ Telecommunication/CATV
- ☐ Tile Setter Installer Technician
- ☐ Truck Operator

The Contractor **must** submit a complete, valid Form1 for each apprenticeable trade indicated above to qualify for the preference.

H. OTHER CONDITIONS

1. Bidder agrees to pay liquidated damages as specified in SECTION 00800 - SPECIAL CONDITIONS.
2. Bidder declares that its firm was not assisted or represented by an individual who has, in a State capacity, been involved in this project or this proposed contract in the past two consecutive years.
3. **Anti-collusion Certification** - In accordance with §3-122-192 (HAR), the bidder declares that the price submitted for this bid is independently arrived at without collusion.
4. **Certification for Safety and Health Programs for Offers in excess of \$100,000** - In accordance with HRS 396-18, the bidder certifies that its organization will have a written safety and health plan for this project that will be available and implemented by the date when onsite construction starts. Bidder may obtain the requirements for the safety plan from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).
5. **Labor and Wage Certification** (Chapter 104 HRS) - For projects in excess of \$2,000, the bidder shall comply with the requirements of Chapter 104 HRS, "Wages and Hours of Employment on Public Works Construction Projects" and shall certify that:
 - a. Individuals engaged in the performance of the contract on the job site shall not be paid less than wages the Director of Labor and Industrial Relations determines to be prevailing for corresponding classes of laborers and mechanics employed on public works projects, including any periodic adjustments to the prevailing wages during the performance of the contract; and
 - b. Overtime compensation shall be at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or legal holiday of the State or in excess of eight hours on any other day; and
 - c. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.
6. Upon the acceptance of the bid by the Procurement Officer, the bidder must enter into and execute a contract and furnish a performance and payment bond. These bonds shall conform to the provisions of HRS Sections 103D-324 and 325, and any law applicable thereto.
7. **Compliance with §103D-310 HRS:** Bidder shall be incorporated or organized under the laws of the State or registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

I. LISTING JOINT CONTRACTORS OR SUBCONTRACTORS (HRS, 103D-302)

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. The bidder acknowledges that as a general contractor ('A' or 'B' license) the bidder is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general contractor) to act as a specialty ('C' license) contractor in any area in which the bidder ('A' or 'B' general contractor) has no specialty contractor's license. The bidder ('A' or 'B' general contractor) must have the appropriate 'C' specialty contractor's licenses either obtained on its own, or obtained automatically under HAR §16-77-32.

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.

{BIDDER'S INSTRUCTIONS: Refer to SECTION 00210 - INSTRUCTIONS TO BIDDERS for detailed instruction to fill out this list. Write in the complete firm name and nature of work to be performed by the required joint contractor or subcontractor.}

Project No. HWY-M-ART18.01 SOLICITATION, OFFER AND CONTRACT FORM 00411 -9

| COMPLETE FIRM NAME JOINT CONTRACTOR OR SUBCONTRACTOR | NATURE OF WORK TO BE PERFORMED |
|---------------------------------------------------------|--------------------------------|
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J. LIQUIDATED DAMAGES

Liquidated damages in the sum stated in the Special Conditions will be deducted from the Contractor's final payment if the work is not completed within the time specified in this solicitation and any time extensions granted in writing to the Contractor by the State.

K. COMPENSATION

All payments shall be made in the manner and at the times indicated in the Contract Documents.

It is understood and agreed that the compensation paid by the State to the Contractor shall include all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description connected with the work; and for all expenses incurred by or in consequence of the suspension or discontinuation of the work, except as set forth in the General Conditions.

It is further agreed by the parties that any portion of the Contract price payable to the Contractor out of federal funds shall be paid to the Contractor only when such federal funds are received, and this contract shall not be construed as binding the State to pay said portion out of any fund other than those which are received from the Federal government.

It is further understood that the compensation owed under this Contract shall be made by the Department of Transportation (DOT). The CONTRACTOR shall submit for review and approval its original invoices billed to DOT and supporting documentation. The DOT shall make any payments directly to the CONTRACTOR.

L. GUARANTY OF WORK

The Contractor agrees to guaranty all work under this Contract for the period(s) stipulated in the Contract Documents from the project acceptance date.

If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are deficient, inferior, or not in accordance with the contract, the Contractor shall, when notified by the State, immediately place such guaranteed work in a condition satisfactory to the State and make repairs of all damage to the buildings, equipment and grounds made necessary in fulfillment of the guaranty. Everything necessary for the fulfillment of any guaranty shall be done without any expense to the State. It is understood that the performance and payment bond furnished by the Contractor under this Contract may be used to secure performance of Contractor's guaranty.

M. CONTRACT DOCUMENTS

It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise this contract and are fully a part of this Contract as though attached hereto or set forth at length herein: (1) Contractor's accepted proposal; (2) General Conditions; (3) Drawings; (4) Specifications, including the Notice to Bidders, Instructions to Bidders, and Special Conditions, Addenda, Bid Clarifications, if any; (5) Combination Performance and Labor and Material Payment Bond; and (6) this Contract Agreement.

N. ENTIRE AGREEMENT

This Contract is the entire agreement between parties, and no alterations, changes, or additions thereto shall be made, except in writing approved by the parties.

O. ATTACHMENTS TO BE PROVIDED BY OFFER AS APPLICABLE

- ☐ Corporate Resolution
- ☐ Certificate of Vendor Compliance (HCE)
- ☐ Surety Bid Bond
- ☐ Power of Attorney

END OF SECTION