

SPECIFICATIONS AND PROPOSAL  
FOR  
REPLACE SIDING AT PIER 2 SHED  
NAWILIWILI HARBOR, KAUAI, HAWAII

JOB S70144R

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS DIVISION

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**NOTICE TO BIDDERS**  
(Chapter 103D, Hawaii Revised Statutes)

The receiving of SEALED BIDS for REPLACE SIDING AT PIER 2 SHED AT NAWILIWILI HARBOR, KAUAL HAWAII, JOB S70144R, will begin as advertised on November 17, 2022, in HIEPRO. Bidders are to register and submit bids through HIEPRO only. See the following HIEPRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Plans, specifications, proposal, contract forms, and any other applicable documents may be obtained from HIEPRO.

Deadline to submit bids is December 14 , 2022, at 2:00 p.m. Hawaii Standard Time (HST). Bids received after said due date and time shall not be considered.

The scope of work consists of removing the existing metal and fiberglass siding, and existing bird screen and replacing them with new metal siding and stainless-steel bird screen at the Pier 2 Shed, Nawiliwili Harbor, Kauai. The work also includes replacing an existing steel framing member with a new steel member. The estimated cost of construction is between \$500,000 and \$750,000.

To be eligible for award, bidders must possess a valid State of Hawaii General Engineering Contractor's "B" license at the time of bidding.

The GENERAL PROVISIONS dated 2016 applicable to this project are available on the internet at <http://hidot.hawaii.gov/administration/con/>.

A pre-bid meeting is scheduled for November 23, 2022, at 9:00 a.m. HST. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. The pre-bid meeting will be conducted on Microsoft Teams. Contact James Miller, Project Manager, by phone at (808) 587-1871, by fax at (808) 587-1864 or email at [James.B.Miller@hawaii.gov](mailto:James.B.Miller@hawaii.gov) a minimum of 24 hours prior to the scheduled pre-bid meeting to receive the Teams meeting invitation. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HIEPRO.

All questions and requests for information (RFI) applicable to the bid documents shall be submitted via HIEPRO no later than 14 calendar days before bid opening. Questions received after the deadline will not be addressed. Verbal RFI will not receive a response.

Apprenticeship Preference. A 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to §103-55.6, Hawaii Revised Statutes (HRS), is applicable to this project.

Employment of State Residents on Construction Procurement Contracts. Compliance with §103B-3, HRS, is a requirement for this project whereby a minimum of 80% of the bidder's work force on this project **must** consist of Hawaii residents.

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of §11-355, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with §103D-701, HRS, and §3-126, Hawaii Administrative Rules.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation," Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin or sex (as directed by 23 CFR Part 200).

For additional information, contact James Miller, Project Manager, by phone at (808) 587-1871, by fax at (808) 587-1864 or email at James.B.Miller@hawaii.gov.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals for the best interest of the public.



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JADE T. BUTAY  
Director of Transportation

## **INSTRUCTIONS FOR CONTRACTOR'S LICENSING**

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project (*See, HRS § 444-7 for the definitions of an "A" and "B" project.*), respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license (*An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

**SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

The General Provision is amended as follows:

A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

1. Section 1.3 Definitions: The definition for “Subcontractor” is amended by deleting it and replacing it with the following:

“Subcontractor – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.”

B. ARTICLE II – STANDARD PROVISIONS FOR COMPETITIVE SEALED BIDS AND AWARDS

1. 2.8 Preparation and Delivery of Bid is amended as follows: Last paragraph (line 189 to 192) shall be replaced with the following:

“The bidder shall submit the completed proposal pages and other bid documents in HIePRO. Bids received after said due date and time shall not be considered. Original bid documents are not required to be submitted.”

2. 2.12 Pre-Opening Modification or Withdrawal of Bids is amended by deleting 2.12 Pre-Opening Modification or Withdrawal of Bids in its entirety and replacing it with the following:

“2.12 Pre-Opening Modification or Withdrawal of Bids. A bidder may withdraw or modify a proposal after the bidder submits the proposal in HIePRO. Withdrawal or modify of proposal must be completed before the time set for the receiving of bids.”

3. 2.14 Public Opening of Bids is amended by deleting 2.14 Public Opening of Bids in its entirety

C. ARTICLE VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. 7.1 Insurance Requirements is amended by deleting paragraph “(4) Builder’s Risk for All Work” in its entirety.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**SPECIFICATIONS**

**PART I**

**GENERAL PROVISIONS**

The Hawaii Department of Transportation AIR and WATER Transportation Facilities Division General Provisions for Construction Projects dated 2016 is not physically included in these specifications. The General Provisions are available at

<http://hidot.hawaii.gov/administration/con/>

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

**SPECIFICATIONS**

**PART II**

**TECHNICAL PROVISIONS**

## ARTICLE X - PROJECT DESCRIPTION

- 10.1 GENERAL - The work to be done under this project includes furnishing of all labor, material, and equipment necessary to replace the existing metal and fiberglass siding, bird screen, metal flashing and steel frame member; and install new metal siding, stainless steel bird screen, metal flashing and steel frame member at the Pier 2 Shed, Nawiliwili Harbor, Kauai.

Bidders are advised to examine the existing conditions at the project site to familiarize themselves with the nature and extent of work involved. Appointments may be made with the State Harbors Division Maintenance Engineer for clarification of the work involved and the character and quality of materials specified.

- 10.2 SPECIAL CONDITIONS - The Contractor shall note that portions of the existing steel framing are suspected to contain lead paint. The Contractor may take samples to satisfy themselves as to the character, complexity and amount of work required in removing the materials in accordance with all Federal and State regulations.

- 10.3 SCOPE OF WORK - The major items of work to be done includes, but is not necessarily limited to, the following major items of work:

- A. Removing existing metal and fiberglass siding panels, metal bird screen, steel frame member and comer flashing.
- B. Installing new hot-dip galvanized steel frame member.
- C. Installing new corrugated metal siding panels and stainless-steel bird screen.
- D. Fabricating and installing new metal corner flashing.
- E. Fabricating and installing new pipe downspout straps
- F. Preparing and painting new metal corner flashings, steel frame member; and other existing metal surfaces.

- 10.4 CONTRACT DRAWING - The location and size of the repair area shown on the plan are approximate and is included for bidding purposes only. All structures and portions of structures shown on the plan are existing unless specifically noted. Existing conditions shown are based on the best available information. No guarantee is given that they are more than approximately correct.

- 10.5 WORK SCHEDULE AND STORAGE AREAS – The work schedule and assignment of storage area(s) shall be discussed and coordinated with the Harbors Division Kauai District Manager and the Construction Engineer and shall be subject to their written approval. The Contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors Division Kauai District Manager and the Construction Engineer. The Contractor will be responsible for maintaining the work and storage areas in a neat and

orderly condition.

The project area is heavily used for cruise ship and tenant operations. The work shall be done in increments and the State will arrange to clear a portion of the project area to allow the Contractor to accomplish its work. In general, in order to allow cruise ship operations to continue and construction to proceed, the Contractor **will not** be allowed to work on Tuesdays. Contractor will not be allowed to work when a passenger cruise ship is moored in port. Should an unscheduled need for a cruise ship operation to occur, the Contractor will need to reschedule its work around the activity at no cost to the State. Bidders can obtain information on cruise ship schedules and daily shipping schedules from the internet at Hawaii.Portcall.com. Shipping and Harbor Division activities shall take precedence over Contractor's activities.

The Contractor shall make every effort to enclose the portion of the siding repair area that is being repaired on that particular workday so that no repair areas are left open overnight. However, if the Contractor is unable to enclose that portion of the repair area at the end of the workday and finds it necessary to leave that portion of the repair area open, the Contractor shall provide protection from the weather for the contents of the structure including offices, equipment, etc. The Contractor shall protect the workers, equipment and vehicles from falling debris and material during the period that the siding is being worked on. It shall be the Contractor's responsibility to repair or replace all damage caused by its activities, which include but are not limited to equipment or vehicles.

The Contractor shall coordinate its work so as to minimize interference with pier shed operations. The exact scheduling and sequencing of the work and restrictions on the Contractor's operation while working at the project site will be established at the pre-construction meeting. The Contractor shall attend pre-construction meetings to coordinate its work with others and shall complete all work within the work schedule.

- 10.6 LIABILITY AND RESPONSIBILITY - The Contractor shall obtain permits, provide, erect, and maintain warning signs, lights, barricades, fences, watchmen and/or other means as necessary to prevent unauthorized persons from wandering onto the job site where they may suffer injury or create a hazard to the construction operations or the work in progress. The Contractor shall also take reasonable precautions for safety in its operations and to prevent injury to its employees and to others having lawful business at the job site.

The Contractor shall be responsible for any and all damages to the warehouse facility caused by its operations or negligence. The Contractor shall, at its own expense, make prompt restitution for damages to the facilities caused by its operations or negligence. The Contractor shall hold the State harmless from all claims for loss or injury.

The Contractor SHALL verify existing conditions in the field prior to ordering any materials. The existing conditions are based on the best available information. The Contractor shall make no claim for extra compensation should actual existing conditions differ from those shown on the plans.

The Contractor shall submit a COVID-19 Plan, prior to mobilization to the Harbors Division Construction Engineer for review that ensures safety for all individuals when working on Harbors property, and compliant with all applicable Federal, State and Local rules and mandates.

- 10.7 BEST MANAGEMENT PRACTICES - The Contractor must follow standard best management practices (BMPs) for air pollution, water pollution, noise and solid waste control, as required by Federal, State and County regulations, to protect the environment from the effects of construction activity, including prohibiting any construction debris or other deleterious materials to fall, flow or otherwise enter the harbor waters.

The Contractor shall submit a site-specific BMP plan to the Harbors Division for review and comment before work begins. The plan shall satisfy the requirements of Article XV - Temporary Water Pollution, Dust, and Erosion Control. This plan shall describe and detail all methods procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering any adjacent storm drain system and harbor waters to the satisfaction of the Harbors Division. The Contractor shall revise the BMP plan, at no additional cost to the State, should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

- 10.8 PERMITS - The Contractor will require permits for all welding and burning operations if welding is contemplated. The Contractor shall obtain the required work permits from the District Manager.

A Building Permit from the City and County of Kauai will not be required for this project.

- 10.9 APPROVED EQUAL - The term “approved equal” as used in these specifications refers to the use of alternate equipment, articles or materials of equal quality and characteristics for the purpose intended. An approved equal will be permitted, upon approval of the Director prior to bid opening, in accordance with the General Provisions.

- 10.10 SUBMITTALS – The Contractor shall submit for review, shop drawings, or manufacturer’s brochures, one (1) copy in PDF format, for the following items.

- A. Corrugated Metal Siding
- B. Metal Flashing
- C. Show Drawings
- D. Fasteners
- E. Flat Bar
- F. Downspout Straps

- G. EPDM Membrane
  - H. Caulking Compound
  - I. Closure Strip
  - J. Paints
  - K. Work Schedule (two weeks prior to actual construction)
  - L. Lead Paint Control Measures Work Plan
  - M. Documentation for lead paint containing material removing and disposal
  - N. BMP plan and drawing
- 10.11 STANDARD SPECIFICATIONS - The term "Standard Specifications" as used in these Technical Provisions of these Specifications, shall mean the "Hawaii Standard Specifications for Road and Bridge Construction, 2005, Department of Transportation Highways Division, Honolulu, Hawaii.".
- 10.12 AS BUILT DRAWINGS - The Contractor shall keep one set of drawings at the job site and make all field changes thereon. After completion of the project, a stamped, PDF/A formatted digital file shall be submitted to the Construction Engineer and the Maintenance Engineer.
- 10.13 HARBOR SECURITY - The Contractor shall submit required documentation of all Contractor and subcontractor's employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site to the Harbors Division Construction Engineer and District Manager before starting work on the project. The documentation will include the following:
- A. Authorized personnel's first name, middle initial(s), and last name by company name.
  - B. Vehicle(s) license plate number(s) by company name.
  - C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.
  - D. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.

- E. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- F. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Harbors Construction Engineer and District Manager. If approval is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering or posting security personnel to monitor ingress and egress. Inspections of vehicles and equipment moving through the access points will be done in accordance with current MARSEC level and directives.
- G. If security personnel are required, the Contractor shall hire the same contract security that provides service to the State of Hawaii, Department of Transportation, Harbors Division. In the event that the security contract for Harbors changes, contractor must hire the new security contractor.
- H. By the end of each day, the Contractor shall re-erect and restore all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and the District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and District Manager.
- I. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and enhance perimeter security, including restoration of electrical power and lighting, at the sole expense of the Contractor.
- J. At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division's Construction Engineer or District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.

With the possible exception of Item J above, all other requirements indicated shall be considered incidental to the project and shall be provided by the contractor at no cost to the State. The Contractor's personnel requiring unescorted access to secure areas of maritime facilities will be required to obtain a Transportation Worker Identification Credential (TWIC). The project area has been deemed to be within a secured area. TWIC was established by Congress through the Maritime Transportation Security Act and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. To obtain a TWIC, the applicant must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a

security threat assessment conducted by TSA. The Contractor will be responsible to obtain and pay for all costs associated in providing their appropriate employees with TWIC. Information regarding TWIC is available on the TSA website at <https://www.tsa.gov/for-industry/twic>

- 10.14 COMPLETION TIME - All work for this project shall be completed within the specified time period as listed in page P-1 of the Proposal. The number of days shall commence on the issuance of the notice to proceed. The intent of the contract is to provide for the construction final acceptance of the work described by the contract documents at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all labor, materials, equipment, tools, transportation, incidentals, and supplies and to determine the means, methods and schedules required to complete the work in accordance with the contract documents.

Unless otherwise directed by the Engineer in writing, the Contractor shall not commence with physical construction without sufficient materials and equipment available at the project site for either continuous construction until completion, or completion of a specified portion of the work.

- 10.15 PAYMENT - Payment shall be made as specified below. Such payment shall include furnishing all labor, material, equipment, and other expenses required to complete each item in accordance with the plans and specifications.

- Item 1 Lead Abatement. Payment shall be made at the lump sum price bid in the Proposal Schedule for Lead Abatement. Such payment shall include removing and disposing of the existing steel frame member containing lead paint in accordance with all applicable Federal, State and county/local regulations; installation, maintenance, monitoring, and removal of BMP; and other incidental work required to complete this item.
- Item 2 New Steel Frame. Payment shall be made at the lump sum price bid in the Proposal Schedule for New Steel Frame. Such payment shall include installing new structural steel framing member by welding to existing rigid frame; and other incidental work required to complete this item.
- Item 3 New Metal Siding. Payment shall be made at the lump sum price bid in the Proposal Schedule for New Metal Siding. Such payment shall include removing and disposing of the existing metal siding and metal corner flashing; cleaning side surfaces of existing steel girts and placing new EPDM membrane; furnishing and installing new metal siding panels and flat bar; fabricating and installing new metal corner flashing; and other incidental work required to complete this item.
- Item 4 New Bird Screen. Payment shall be made at the lump sum price bid in the Proposal Schedule for New Bird Screen. Such payment shall include removal and disposal of existing vinyl coated metal bird screen; installing new stainless steel bird screen; and other incidental work required to complete this item.

- Item 5 Downspout Straps. Payment shall be made at the unit price bid per each in the Proposal Schedule for Downspout Straps. Such payment shall include fabricating and installing new pipe downspout straps; and other incidental work required to complete this item.
- Item 6 Painting. Payment shall be made at the lump sum price bid in the Proposal Schedule for Painting. Such payment shall include preparing and painting new steel framing member, new metal comer flashing and existing steel framing surfaces; and other incidental work required to complete this item.

## ARTICLE XI - MOBILIZATION AND DEMOBILIZATION

- 11.1 GENERAL - The work consists of furnishing at the job site, plant, equipment, materials, labor and appliances and performing all work in connection with mobilization and demobilization for the job in accordance with this article of the specifications.
- 11.2 DESCRIPTION
- A. Mobilization shall include setting up, ready for use, all plant, equipment and necessary materials at the job site.
  - B. Providing temporary barricades as required for Harbor operations during construction.
  - C. Demobilization shall include the removal of all the Contractor's plant and equipment and surplus material from the job site. The cleanup of the job site, satisfactory to the Construction Engineer, shall also be included in this article.
- 11.3 PAYMENT - Payment for Mobilization and Demobilization shall not be made separately but shall be considered incidental to the applicable items in the Proposal Schedule.

## ARTICLE XII –LEAD CONTAINING PAINT CONTROL MEASURES

12.1 GENERAL - This Section specifies the requirements for protection of workers, prevention of contamination of adjacent areas, performing lead-abatement, post-abatement cleaning, pre-disposal testing of removed materials, and appropriate disposal of removed materials.

### 12.2 DESCRIPTION

- A. The Contractor shall ensure all work is in compliance with all applicable Federal, State and local laws and regulations concerning lead, including all incidental and pertinent operations during the renovation of structures located at the facility.
- B. Lead paint is suspected on the existing painted surfaces at the shed upper wall area. The pier shed facility was constructed during 1948 in which lead paint was the industry standard and widely used throughout the construction of this period. Lead paint testing was conducted on this structure however testing results are unavailable. Lead testing conducted on adjacent structures indicate the presence of lead containing paint.
- C. The Contractor shall furnish all labor, materials, and equipment necessary to complete the safe removal, transportation, and disposal of lead-containing paint in specified steel members.
- D. The work specified herein shall include the preparation of work areas and removal, transportation, and disposal procedures. All work shall be performed as required of lead-containing and lead-contaminated materials by persons trained, knowledgeable and qualified in the techniques of handling and disposing of lead-containing paint and lead-contaminated materials and in the subsequent cleaning of lead-contaminated areas. Workers shall be EPA certified lead workers and capable and willing to perform the work of this contract.
- E. This Specification covers the requirements and procedures for limiting occupational and environmental exposure to lead during removal of existing LCP steel member at the facility.
- F. In performing the removal and disposal of components with lead-containing paint, all possible safeguards, precautions, and protective measures should be utilized to prevent exposure of any individual to lead particulates.
- G. Debris and waste resulting from removal work, except as otherwise specified, shall become the property of the Contractor. The Contractor shall be required to separate removal debris, steel components and miscellaneous metal elements and recycle them as scrap metal.
- H. The Contractor shall conduct TCLP tests for lead of a representative sample of the debris waste stream of each structure and of any lead-contaminated chips or debris generated through abatement to determine whether the waste is hazardous or non-hazardous.

### 12.3 REFERENCES

A. The publications listed below form a part of this Specifications to the extent referenced. The publications are referred to in the text by the basic designation only, and include but are not limited to, the following:

B. CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1926.21	Safety Training and Education
29 CFR 1926.33	Access to Employee Exposure and Medical Record
29 CFR 1926.55	Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.59	Hazard Communication
29 CFR 1926.62	Lead Exposure in Construction
29 CFR 1926.65	Hazard Waste Operations and Emergency Response
29 CFR 1926.103	Respiratory Protection
40 CFR 260	Hazardous Waste Management Systems: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of Hazardous Waste
40 CFR 263	Transporters of Hazardous Waste
40 CFR 264	Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities.
40 CFR 265	Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 268	Land Disposal Restriction
40 CFR 745	Lead Requirements for Lead-Based Paint Activities
40 CFR 172	Hazardous Materials, Tables, and Hazardous Materials Communications Regulations
40 CFR 178	Shipping Container Specifications

C. HAWAII OCCUPATIONAL SAFETY AND HEALTH DIVISION (HIOSH)

12-114.2	Personal Protective Equipment
12-121.2	Fall Protection
12-122.2	Materials Handling, Storage, Use and Disposal
12-148.1	Lead
12-151	Hazardous Waste Operations and Emergency Response
12-202.33.1	Lead

D. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI ZP.2	(1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems
ANSI Z88.2	(1992) Respiratory Protection

E. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing

F. UNDERWRITERS LABORATORIES INC. (UL)

(1990) High-Efficiency, Particulate, Air Filter Units

## 12.4 DEFINITIONS

- A. Action Level: Employee exposure, without regard to use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period.
- B. Area Sampling: Sampling of lead concentrations within the lead control area and inside the physical boundaries which is representative of the airborne lead concentrations but is not collected in the breathing zone of personnel (approximately 1.5 to 1.8 meters above the floor).
- C. Authorized Visitor: The State's authorized representative, inspector, air-monitoring personnel, or a representative of any regulatory or other agency having jurisdiction over the project.
- D. Competent Person: As used in this section, refers to a person employed by the Contractor who is trained in the recognition and control of lead hazards in accordance with current Federal, State, and local regulations, has the authority to take prompt corrective actions to control the lead hazards and is an EPA or DOH certified lead inspector or risk assessor.
- E. Contaminated Area: An area where unwanted toxic or harmful substance exists.
- F. Contractor: For this project, the Contractor is that individual, or entity under Contract to the General Contractor to perform the herein listed work.
- G. EPA: United States Environmental Protection Agency
- H. High Efficiency Particulate Air (HEPA) Filter: HEPA filtered vacuuming equipment with a filter system capable of collecting and retaining lead-contaminated particulate. A high efficiency particulate filter demonstrates at least 99.97 percent efficiency against 0.0 micron or larger size particles.
- I. Lead: Metallic lead, inorganic lead compounds, and organic lead soaps. Excludes other forms of organic lead compounds.
- J. Lead-Based Paint (PBP): Protective or decorative coating which contains at least 1.0 mg/cm<sup>2</sup> of lead by area or at least 0.5% (5,000 mg/kg) of lead by weight.
- K. Lead Containing Paint (LCP): Protective or decorative coating which contains any detectable quantity of lead; includes Lead-Based Paint.
- L. Lead Control Area: A temporary area of structure or containment, sometimes equipped with HEPA filtered local exhaust that prevents the spread of lead dust or debris. Usually, critical barriers and physical boundaries are employed to isolate the lead control area and to prevent migration of lead contamination and unauthorized entry of personnel.
- M. Monitoring Specialist: A person who performs air monitoring and inspection during abatement work under the direction of the Owner's authorized representative.
- N. OSHA: United States Department of Labor, Occupational Safety and Health

Administration.

- O. Permissible Exposure Limit (PEL): 50 micrograms per cubic meter of air as an 8-hour time weighted average as determined by 29 CFR 1926.62. If an employee is exposed for more or less than 8 hours in a workday, the PEL shall be determined by the following formula:

$$\text{PEL (micrograms per cubic meter of air)} = 400/\# \text{ hours worked per day}$$

- P. Personal Sampling: Sampling of airborne lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62. Samples shall be representative of the employees work tasks. The breathing zone shall be considered an area within 12 inches of the nose or mouth of an employee.

- Q. Physical Boundary: Area physically roped or partitioned off around lead control area to limit unauthorized entry of personnel.

- R. Qualified Testing Laboratory

1. Environmental and Work Area Monitoring Laboratory-The testing Laboratory employed by Owner's authorized representative to perform analysis of environmental and work area air monitoring samples and report concentrations of airborne lead.

The laboratory shall be accredited under the EPA's National Lead Laboratory Accreditation Program (NLLAP) by the American Industrial Hygiene Association's (AIHA's) Environmental Lead Laboratory Accreditation Program (ELLAP) and successfully participating in the Environmental Lead Proficiency Analytical Testing (ELPAT) program for each lead matrix analyzed by the laboratory. The laboratory shall fulfill all requirements of accreditation for analyzing lead in air. Laboratory personnel performing the work shall have been judged proficient in the analysis of lead in the applicable parameter by successful participation within the last year in HIHA's ELPAT.

2. Personal Air Monitoring Laboratory- The testing laboratory utilized by the air monitoring firm retained by the Contractor to perform analysis of personal air monitoring samples and report airborne concentrations of lead. Collection of the Contractor's OSHA personal air samples will be performed by a firm independent of the Contractor, at the Contractor's expense.

The laboratory shall be accredited under the EPA's National Lead Laboratory Accreditation Program (NLLAP) by the American Industrial Hygiene Association's (AIHA's) Environmental Lead Laboratory Accreditation Program (ELLAP) and successfully participating in the Environmental Lead Proficiency Analytical Testing (ELPAT) program for each lead matrix analyzed by the laboratory. The laboratory shall fulfill all requirements of accreditation for analyzing lead in air, Laboratory personnel performing the work shall have been judged proficient in the analysis of lead in air by successful participation within the last year in AIHA's ELPAT.

3. Toxicity Characteristic Leaching Procedure (TCLP) Testing Laboratory- The testing laboratory employed by the Contractor to perform TCLP tests of a representative sample of the debris waste stream of each structure and of any lead-contaminated chips or debris generated through abatement to determine whether or not the waste is hazardous or non-hazardous. The laboratory shall be experienced in and analyze TCLP samples using the EPA Method 1311/6010.

S. State: The State of Hawaii ("Owner")

## 12.5 QUALITY ASSURANCE

A. State's authorized representative's responsibilities:

1. Review and approve Contractor personnel training.
2. Review and approve Contractor's Work Procedure Plan for conformance to the applicable reference standards.
3. Inspect work for conformance to the Contractor's approved Work Procedure Plan.
4. Schedule and conduct required air monitoring, inspection, and reporting.
5. Monitor work to verify that work is performed at all times in accordance with the requirements of this Specification.
6. Monitor work to verify that adequate control is being maintained at all times of hazardous exposure to employees and to the environment.
7. Perform area air monitoring during lead abatement activities.
8. Be onsite during worksite preparation and cleaning, be available by telephone, pager or answering service at all other times during the work and able to be present at the work site in no more than 2 hours.
9. After final cleanup, verify that the lead control area is free of any visible lead paint chip debris, waste or dust and that final area air clearance samples have.

B. Safety and Health Compliance

1. In addition to the detailed requirements of this Specification, the Contractor shall comply with laws, ordinances, rules, and regulations of Federal, State and local authorities regarding removing, handling, storing, transporting, and disposing of lead materials.

2. Comply with the applicable requirements of the current issue of 29 CFR 1926.62, HIOSH 12-148.1, and HIOSH 12-202-33.
3. Where requirements of this Specification and the referenced documents vary, the most stringent requirement shall apply.

C. Pre-Construction Conference

1. The State's authorized representative shall meet with the Contractor to discuss in detail the work procedures, precautions and area and personal air monitoring to be employed. If rental equipment is to be used during lead- containing paint handling and disposal, notify the rental agency in writing concerning the intended use of the equipment. Submit a copy of the written notification to the State's authorized representative.

12.6 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor acknowledges that it alone is responsible for the instruction of personnel in and enforcement of personal protection requirements. The Contractor shall comply with all requirements of 29 CFR 1926.62 and HIOSH 12-148.1. The Contractor shall also be responsible for complying with all applicable EPA regulations in regard to lead-containing materials
1. Respirators: Use appropriate respirators and filters which meet all Requirements of OSHA 29 CFR 1926.62 and HIOSH 12-148.1.
  2. Protective Clothing: Use appropriate personal protective clothing (disposable suits, eye protection, gloves, etc.) as required by OSHA 29 CFR 1926.62 and HIOSH 12-148.1.

12.7 REQUIREMENTS

- A. Notification: The Contractor shall notify the State's authorized representative 15 days prior to the start of any abatement, renovation or demolition work involving LCP painted materials. When required, notify the Department of Health a minimum of 10 working days prior to disturbance of any lead-containing paint.
- B. Certification: The Contractor shall use only EPA certified Lead Workers or Supervisors to perform all work that involves lead-containing or lead-contaminated materials.
- C. Training: The Contractor shall be solely responsible for complying with all OSHA29 CFR 1926.62 and HIOSH 12-148.1 requirements to train each employee. Training shall include, but not be limited to, the hazards of lead, safety and health precautions, and the use and requirements for protective clothing, equipment, and respirators.

- D. Medical Examinations: Before exposure to lead-contaminated dust, the Contractor shall provide its employees with a comprehensive medical examination as required by 29 CFR 1926.62 and HIOSH 12-202-33. The examinations will not be required if records show that Contractor's employees have been examined as required by 29 CFR 1926.62 within the last year.
- E. Respiratory Protection Program: The Contractor shall establish and implement a Respiratory Protection Program as required by ANSI A88.2, 29 CFR 1910.134, 29 CFR 1926.62, and HIOSH 12-148.1.
- F. Hazard Communication Program: The Contractor shall establish and implement a Hazard Communication Program as required by 29 CFR 1926.59.
- G. Safety Program: Contractor shall establish and implement a Health and Safety Plan which meets the specifications of 29 CFR 1926 Subparts C. and D.  
Applicable Standards and Guidelines: All work under this contract, and any other trade work conducted with the project, shall be done in strict accordance with all applicable Federal, State, and local regulations, standards, documents, and codes governing the preparation, removal, renovation, treatment, transportation and disposal of lead-containing and lead-contaminated materials. The most recent edition of any relevant regulation, standard, document, or code shall be applicable.
- H. The Contractor shall examine and have at all times at its office (one copy) and in View at each job site (one copy) the following materials:
1. State of Hawaii Department of Labor and Industrial Relations, Occupational Safety and Health Standards, Part 8, Section 12-148.1;
  2. Department of Housing and Housing and Urban Development, Office of Public and Indian Housing; Lead Paint Guidelines;
  3. Title 29 Code of Federal Regulations Part 1926.62; Safety and Health Standards;
  4. Title 29 Code of Federal Regulations Part 1910.134; Respiratory Protection
  5. Title 40 Code of Federal Regulations Part 261: Identification and Listing of Hazardous Waste;
  6. Title 40 Code of Federal Regulations Part 262; Standards Applicable to Generators of Hazardous Waste;

7. Title 40 Code of Federal Regulations Part 263: Hazardous Waste Transporters;
8. Title 40 Code of Federal Regulations Part 745; Lead; Requirement for Lead-
9. Copies of any other applicable Federal, State and local regulations, standards, Documents and codes.
10. Copies of the procedures to be followed during medical emergencies, including phone numbers of the nearest hospital or other emergency medical facility, which shall be posted by the telephone.
11. Copies of the Contractor's Respiratory Protection Program, Hazardous Communication Program, Safety Program, and Work Procedure Plan;
12. Copies of Material Safety Data Sheets for all chemicals used;
13. Copies of the Contractor's Competent Person's qualifications and employee EPA Lead Worker/Supervisor Certificates; and
14. Copies of Personal Air Monitoring results.

#### 12.8 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall cooperate fully with the State during project Execution to minimize conflict.
- B. Pollution Control: The Contractor shall not contaminate the air, water, soil, or other items with hazardous materials such as cleaning solutions, lead-containing paint or lead-contaminated debris and wastes, etc. The Contractor shall immediately clean the contaminated area and dispose of the waste in compliance with all Federal, State, and local laws, ordinances, rules and regulations at its own expense.
- C. Use of Site:
  1. Confine operations at the site to the areas permitted under the contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting work while at the project site.
  2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to the areas authorized by the Owner's authorized representative

#### 12.9 COMMENCEMENT OF WORK

- A. Each time work that calls for the disturbance of lead-containing paint is to begin in a new work area, the Contractor shall not commence work unless the following requirements have been met.
  - 1. Submittals: All submittals, notifications, posting and permits must be provided and be satisfactory to the Construction Engineer.
  - 2. Equipment: All equipment required for the work such as removal, clean up and disposal must be on hand.

#### 12.10 SUBMITTALS

- A. Manufacturer's Catalog Data: Submit copies of manufacture's specifications, installation instructions and field test materials for all chemicals and equipment related to lead-containing and lead-contaminated materials, including any other data that may be required to demonstrate compliance with these Specifications and proposed uses. This includes, but is not limited to, data for vacuum filters and respirators.
- B. Material Safety Data Sheets: Submit copies of the Material Safety Data Sheets for all chemicals used.
- C. Notifications: When required, provide the Hawaii State Department of Health written notice of any on-site project activity involving the disturbance of lead-containing paint as early as possible but at least 10 working days prior to commencement or work. Submit a copy of the written notification to the State's authorized representative.
- D. Respiratory Protection Program: Submit no later than 10 consecutive working days from notice of award, a copy of the Contractor's Respiratory Protection Program prepared in accordance with all applicable laws. The Contractor shall also submit fit test records on all employees to be used on this project who may be required to wear a respirator. Hazard Communication Program: Submit no later than 10 consecutive working days from notice of award, a copy of the Contractor's Hazard Communication Program prepared in accordance with all applicable laws.
- E. Safety Program: Submit no later than 10 consecutive working days from notice of award, a copy of the Contractor's Health and Safety Plan prepared in accordance with all applicable laws.
- F. Work Procedure Plan: Submit no later than 10 consecutive working days from notice of award, a copy of the Contractor's Work Procedure Plan. The following are required components of a Work Procedure Plan:

1. A sketch showing the location, size, and details of lead control areas, signage, security, decontamination, and support areas including eating, drinking, smoking and restroom areas;
  2. Procedures, interface of trades, sequencing of lead-related work, respirators, protective equipment.
  3. A detailed description of the methods of control of the work to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded.
  4. Work plan and schedule for waste containment and disposal including daily cleanup and disposal of stray paint chips and paint dust.
  5. List of waste handling equipment to be used in performing the work, to include cleaning volume reduction, and transport equipment.
  6. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
  7. Estimated quantities of wastes to be generated and disposed of as well as a description of the methods used to identify hazardous wastes encountered with the work.
  8. Spill prevention, containment, and cleanup contingency measure to be implemented.
  9. Description of procedures to stop work in the event that area monitoring, and laboratory analysis indicate air concentrations of lead in excess of the action level, and
  10. Methods to eliminate runoff of the water used to minimize dust created by renovation work, and collection and disposal plan for wastewater and paint debris.
- G. Rental Equipment: When rental equipment is to be used during lead-containing paint handling and disposal, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the State's authorized representative.
- H. HEPA Vacuums: Submit no later than 10 consecutive working days from notice of award, manufacturer's certification that vacuums conform to ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems as applicable to this project.

- I. Contractor's Competent Person's Qualifications: The Contractor shall submit no later than 10 consecutive working days from notice of award, the Contractor's Competent Person's name, contact information, valid qualifications, and current certification of completion of the EPA Lead Inspector/Assessor course.
- J. Certification of medical examinations: Contractor shall submit documentation from a physician that all employees or agents who may be exposed to airborne lead-containing dust or fumes have been medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, the Contractor shall document that its personnel have received medical monitoring as required in the HIOSH lead standard (12-148.1).
- K. Employee EPA Lead Worker/Supervisor Certifications: Submit no later than 10 consecutive working days from notice of award, documentation that each and every individual, including foreman, supervisors, other company personnel or agents, and any other individual who may be exposed to airborne lead dust and who may be responsible for any aspects of lead-containing paint removal activities which may occur, has currently attended and passed the EPA Lead Worker and/or EPA Lead Supervisor course, whichever is relevant to that worker's responsibilities. These courses shall be EPA-approved or approved by a State Accreditation Program in the most current listing of the Federal Register. No worker shall be allowed in the lead control area if they are found to have an expired accreditation certificate. The Contractor shall be responsible for keeping the documentation up to date and submitting subsequent documentation to the State's authorized representative before any additional employee or individual, not currently on the list, is allowed within the lead control area.
- L. Employee training certifications: Submit documentation within 10 consecutive calendar days of award, satisfactory to the State's authorized representative, that the Contractor's employees, including foreman, supervisors and any other company personnel or agents who may be exposed to airborne lead dust or who may be responsible for any aspects of lead-containing paint removal activities, have received training in accordance with OSHA 29 CFR 1926.62 and the HIOSH lead standard (12-148.1). Training shall include, but not limited to, the dangers of lead exposure, respirator use and decontamination procedures.
- M. Laboratory Qualifications
  - 1. Personal Air Monitoring Laboratory- Submit name, address, and telephone numbers of testing laboratory responsible for analysis of personal air monitoring samples and reporting concentrations of airborne lead.

The laboratory shall be accredited under the EPA's National Lead Laboratory Accreditation Program (NLLALP) by the American Industrial

Hygiene Association's (AIHA's) Environmental Lead Laboratory Accreditation Program (ELLAP) and successfully participating in the

Environmental Lead Proficiency Analytical Testing (ELPAT) program for each lead matrix analyzed by the laboratory. The laboratory shall fulfill all requirements of accreditation for analyzing lead in air. Laboratory personnel performing the work shall have been judged proficient in the analysis of lead in air by successful participation within the last year in AIHA's ELPAT.

2. TCLP Testing Laboratory - Submit name, address, and telephone number of testing laboratory responsible for TCLP analysis.

The laboratory shall be experienced in and analyze TCLP samples using the EPA Method 1311/6010.

- N. Personal Air Monitoring Results: Submit test results to the State's authorized Representative and the affected Contractor's employees within three (3) working days of collection, signed by the testing laboratory employee performing the analysis and the Contractor's Competent Person. Test results for the first two full days of initial personal air monitoring shall be submitted to the State's authorized representative within 48 hours after completion of sampling.
- O. TCLP Results: Submit test results to the State's authorized representative within three (3) working days of collection, signed by the testing laboratory employee performing the analysis and the Contractor's Competent Person.
- P. Log Lead Disturbance Work: Complete and submit a daily log of all lead disturbance work performed.

#### 12.11 EQUIPMENT AND MATERIALS

- A. Respirator: Select respirators approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. Respirators shall comply with the requirements of 29 CFR 1926.62 and HIOSH 12-148.1. For this project, respirators shall be worn at all times throughout the renovation or as deemed necessary by the Contractor's Competent Person.
- B. Protective Clothing: Furnish personnel exposed to lead dust with appropriate personal protective equipment as required by 29 CFR 1926.62 and HIOSH 12-148.1. For this project, respirators shall be worn at all times throughout the renovation or as deemed necessary by the Contractor's Competent Person.
- C. Chemicals: Submit applicable Material Safety Data Sheet for all chemicals used on this project. use the least toxic product approved by the State's authorized representative.

## 12.12 POTENTIAL LEAD HAZARDS

- A. The disturbance or dislocation of lead-containing materials may cause lead-containing dust to be released into the atmosphere, thereby creating a potential health hazard to the workers and the general public. Apprise all workers, supervisory personnel, subcontractors, consultants, and authorized visitors who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
- B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise, function in the immediate vicinity of any identified lead-containing materials, take appropriate continuous measures as necessary to protect all workers and the general public from the potential hazard of exposure to respirable airborne lead dust. Such measures shall include the procedures and methods described in the regulations of applicable Federal, State, and local agencies.

## 12.13 LEAD-CONTAINING MATERIAL

- A. Spot remove lead-containing paint only as necessary for the safe renovation of LCP painted structures. Use wet methods or HEPA vacuum attached mechanical equipment to remove lead-containing paint.
- B. LCP painted structure exist at the site as shown on the project drawing.

## 12.14 LEAD CONTROL AREA REQUIREMENTS

- A. Boundary Requirement
  - 1. Establish a lead control area to contain renovation operations by demarcating a boundary around the structure to be demolished or renovated in accordance with the Contractor's approved Work Procedure Plan. The lead control area shall be isolated by physical boundaries, such as temporary fencing, boundary tape and rope, to prevent unauthorized entry of personnel. If the work practice relating to lead-containing paint will create airborne dust, create a full containment with critical barriers, HEPA filtered exhaust, negative pressure enclosure and decontamination facilities.
  - 2. Post Warning and Danger signs in accordance with CFR 1926.62 and HIOSH 12-148.1. Signs shall be placed at all approaches to lead control area and at the boundary of the lead control area. Signs shall be posted at all locations where airborne lead concentrations may exceed ambient background levels. Locale signs at such a distance that personnel may read the sign and take necessary measures to avoid exposure. In addition, post signs with "Authorized Entry Only, Lead Control Area" and "PPE Required" at every entry point.

B. Personal Protection Requirement

1. No one will be permitted in the lead control area unless they have been given appropriate training, Personal Protective Equipment (PPE) and medical examinations. PPE is required for all employees and persons within the lead control area.
2. Eating, drinking, smoking and application of cosmetics shall be permitted only in areas designated by the Contractor, approved by the Owner's authorized representative, and which are free of dust generated by the renovation. Eating, drinking, smoking and application of cosmetics are not permitted in the lead control area.
3. Where eyes may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes shall be provided within the work area.

C. Environmental Protection Requirements

1. Ensure airborne lead levels outside the lead control area are below the Action Level.
2. Perform work without damage to or contamination of the areas adjacent to locations where lead-containing or lead-contaminated material will be disturbed as a result of renovation activities. If any part of the work area is damaged or contaminated during the disturbance of lead paint, restore the damaged or contaminated area to its original condition or better, as determined by the State's authorized representative.
3. Drainage inlets, downspouts, and all entrances to underground utilities which lie within, or provide drainage for, a lead control area shall be sealed until that lead control area has been cleaned, visually inspected and cleared.

D. Exit Procedures

1. Whenever personnel exit the lead control area, they shall perform the following procedures and shall not leave the workplace wearing any clothing or other equipment worn in the lead control area. Personnel shall;
  - a. Vacuum themselves off with HEPA-filtered equipment, using UL-586 labeled HEPA filters,
  - b. Remove protective clothing in the designated changing area within the lead control area and place them in an approved impermeable disposal bag,
  - c. Wash their hands and faces in the designated changing area before

exiting to the designated clean area outside of lead control area; and

- d. Prevent migration of mud, dust and/or debris carried on work boots, clothing, or equipment from the renovation site into areas beyond the lead control area.

#### 12.15 RENOVATION INVOLVING LEAD-CONTAINING PAINT

- A. Perform lead work as specified herein. Use procedures and equipment required to limit occupational exposure and environmental contamination with lead when renovation is performed in accordance with 29 CFR 1926.62 and as specified herein.
- B. Disturbance of lead-containing paint as a result of renovation activities shall be kept to minimum. Water spray, vacuuming and other engineering controls shall be used to minimize airborne lead dust. Care shall be taken to avoid pulverizing, scraping, or crumbling lead painted debris.
- C. Dispose of all lead-containing paint and associated waste in compliance with all Federal, State, and local requirements.
- D. Clean as needed, all floor surfaces adjacent to the lead control area using a HEPA filtered vacuum.
- E. Use 6-mil polyethylene sheeting to cover ground underneath the work area.
- F. Use 6-mil polyethylene sheeting to cover any surfaces and equipment that will not be painted, disturbed, or utilized during disturbance of lead-containing paint. After completion of work, the Contractor shall repair all damage from fastening and sealing and remove all adhesive residue from surfaces at no additional cost to the State.
- G. Manual or power sanding, grinding, abrasive or sand blasting of interior and exterior painted surfaces is not permitted. Select paint removal processes (describe in the Work Procedure Plan) to minimize contamination of work areas with lead-contaminated dust or other lead-contaminated debris/waste.
- H. Open flame burning or torching of lead-containing paint is prohibited.
- I. The use of hot guns or hot knives which reach temperatures above 650 degrees Fahrenheit, on surfaces containing lead-containing paint, is prohibited.
- J. Use of vacuum equipment with HEPA filters in areas containing lead-containing paint is prohibited.
- K. The use of chemical paint strippers containing methylene chloride is prohibited.

- L. Control of Airborne Lead Level - The Contractor shall control the lead level outside of the work boundary to less than the action level at all times.
- M. Control of Visible Emissions - The Contractor shall control lead dust emissions from the project site so that no visible lead dust emissions leave the project work areas during renovation work. Wet methods or other engineering controls shall be used to control the emission of dust and/or debris from the renovation site in accordance with all applicable Federal, State and local regulations. Emissions in excess of the above shall be cause for immediate shut down of the project until corrective measures are implemented.
- N. Control of Water Runoff - Water used to control emissions of dust from the renovation activities shall not be allowed to flow uncontrolled from a lead control area to any adjacent area or to enter the sanitary or storm water sewer system. All water runoff from lead control areas shall pass through a filter berm to remove particulate matter prior to discharge to water sewer system. The Contractor shall use only sufficient water to adequately control dust. Under no conditions shall wastewater be disposed of in storm drains or dumped on the ground.
- O. Perform renovation involving lead containing paint as indicated in Federal, State, and local regulations. The worksite preparation (barriers or containments) shall be job dependent.

#### 12.16 WORK PROCEDURE

- A. Perform renovation work in accordance with approved Work Procedure Plan. Use procedures and equipment required to limit occupational exposure and environmental contamination with lead when renovation work is performed in accordance with 29 CFR 1926.62 and as specified herein. Dispose of all material containing lead and associated waste in compliance with Federal, State and local requirements.

#### 12.17 SITE MONITORING AND RESULTS

- A. Personal air monitoring shall be performed by a Competent Person employed by the Contractor.
  - 1. The Contractor's Competent Person shall perform initial personal air monitoring to determine employee exposure during renovation work. During initial personal monitoring, the first two full days of work (two 8-hour shifts), all workers shall be provided with a minimum of air-purifying half-mask respirators and disposable protective clothing.
  - 2. Personal monitoring samples shall be taken on at least 25% of the employees or a minimum of 2 employees, whichever is greater, or a

representative sample of employees with the greatest potential for exposure as determined by the State's authorized representative during each work shift.

3. At the end of the period of initial determination all results shall be submitted to a laboratory for analysis by NIOSH Method 7082.
  4. Results from the first two full days (two 8-hour work shifts) of initial air monitoring, signed by the testing lab employee performing the analysis and the Competent Person, shall be provided to the State's authorized representative within 48 hours after completion of sampling. Results of initial air monitoring shall be used by the Contractor's Competent Person to determine appropriate worker protection requirements for similar work activities. Determination shall be submitted to State's authorized representative within 48 hours.
  5. Regardless of initial air monitoring results, continue personal air monitoring during the entire renovation operations.
  6. If the personal air monitoring tests covering a period of two full workdays (two 8-hour work shifts) show airborne lead concentrations below the action level, the Contractor's Competent Person may determine that the use of HEPA-filtered air purifying respirators is not required. Other elements of protective clothing shall continue to be worn throughout the renovation operation.
  7. If exposure to lead at or in excess of 30 micrograms per cubic meter of air as an 8-hour time weighted average is indicated, the Contractor's Competent Person will immediately notify the Contractor and State's authorized representative. The Contractor will provide and required all persons exposed to this concentration of airborne lead dust to wear, at a minimum, half mask air purifying respirators with HEPA filters. In addition, the Contractor's work procedures will be immediately reviewed by the State's authorized representative and the Contractor and modifications in the Contractor's work performance shall be implemented to lower the concentration of airborne lead.
  8. Results of air monitoring shall be submitted to the State's authorized representative within three (3) working days of collection, signed by the testing lab employee who performed the analysis and the Competent Person.
- B. Environmental and work area air monitoring of airborne lead concentrations shall be performed by the Contractor in accordance with 29 CFR 1926.62 and as specified herein.

1. The Contractor shall collect area air samples outside the work area prior to the start of work in order to establish the background level of lead in the air. The samples shall be analyzed by the Environmental and Work Area Monitoring Laboratory for the airborne concentration of lead. This concentration shall be the background level.
2. The Contractor shall perform area air monitoring during the entire renovation operation.
3. Sufficient area air monitoring shall be conducted at the border of the lead control area to ensure unprotected personnel are not exposed to lead concentrations above 30 micrograms per cubic meter of air at all times. As a minimum, conduct area monitoring daily during each shift in which renovation operations are performed in areas immediately adjacent to the lead control area. At least one sample on each shift shall be taken on the downwind side of the lead control area.
4. If the outside boundary of the lead control area is determined to have air lead levels above the background levels, the Contractor shall be required to adequately correct the conditions causing the increased lead levels. Any work necessary to correct the condition will be completed by the Contractor at no additional cost to the State.
5. If the outside boundary of the lead control area is determined to have air lead levels at or above 30 micrograms per cubic meter of air, the Contractor shall immediately stop work and correct the conditions causing the increased level.
6. Renovated work shall resume only when approval is given by the State's authorized representative.

#### 12.18 CLEAN-UP

- A. Clean surfaces and surrounding ground within the lead control area daily. Do not allow paint chips, dust, and debris to accumulate.
- B. Restrict and minimize the spread of dust and debris. Keep waste from being distributed over the general area. Do not dry sweep or use compressed air to clean the area.
- C. When the operation has been completed, the area will be cleaned of all visible lead paint contamination. The State's authorized representative will visually inspect the affected areas for residual lead paint chips and the Contractor shall re-clean areas showing residual paint chips and debris.

- D. If re-cleaning is required, the State's authorized representative will visually inspect for lead debris after the re-cleaning. This process will be repeated until the State's authorized representative deems the area free of visible paint chips and debris.
- E. Do not remove the lead control area barriers or roped-off perimeter and warning signs prior to the State's receipt of the Contractor's lead clearance certification.

#### 12.19 WASTE-CHARACTERIZATION

- A. TCLP testing of the gross solid renovation debris shall be performed by the Contractor to characterize the debris as either non-hazardous or hazardous waste. Metal items to be demolished and removed shall be recycled.
- B. The Contractor shall not concentrate, treat, or intermix wastes from outside this project with the debris and wastes generated by this project.
- C. For lead-containing paint wastes generated by renovation operations, including used disposal PPE, lead paint chips and waste from paint stripping operations, TCLP testing of the waste shall be provided and paid for by the Contractor as specified herein.
- D. All TCLP test samples shall be collected by the Contractor in accordance with SW 846, "Test methods for Evaluating Solid Waste - Physical/Chemical Methods."
- E. All TCLP test samples shall be analyzed for lead concentration using EPA Method 1311/6010 by the TCLP Testing Laboratory.
- F. Submit results of TCLP test to the State's authorized representative within 3 working days of collection, signed by the testing lab employee performing the analysis and the Contractor's Competent Person.

#### 12.20 DISPOSAL

- A. Disposal of Non-Hazardous Painted Construction Debris (TCLP for Lead Not Exceeding EPA Limit of 5.0 Milligrams per Liter).
  - 1. Remove non-hazardous lead waste including debris, scraps, waste materials, rubbish, and trash from the site and dispose of such waste at a landfill approved for such purposes.
  - 2. The Contractor shall submit to the State's authorized representative documentation that the lead-containing waste materials removed from the work area has been accepted by the landfill owner.
- B. Disposal of Hazardous Painted Construction Debris (TCLP for Lead Exceeding

EPA Limit of 5.0 Milligrams per Liter).

1. Collect lead-contaminated wastes, scraps, debris and any other lead-contaminated materials and place into U.S. Department of Transportation approved and appropriately labeled containers.
2. Store lead wastes and debris in U.S. Department of Transportation approved containers in an interim area assigned by the State's authorized representative at the site. All hazardous wastes shall be removed from the site to an EPA approved disposal facility within 90 days of the removal work (as applicable).
3. Handle, store, transport, and dispose of lead or lead-contaminated waste in accordance with 40 CFR 261, 40 CFR 262, 40 CFR 264, and 40 CFR 265. Comply with land disposal restriction notification requirements as required by 40 CFR 268.
4. The Contractor shall submit to the State's authorized representative documentation that the lead-containing waste material removed from the work area has been accepted by the landfill owner.

#### 12.21 CERTIFICATION

- A. The Contractor or its authorized representative shall certify in writing that the regions both inside and outside of the lead control area have airborne lead concentrations below the background level, that the respiratory protection for the employees was adequate, and that the work procedures were performed in accordance with 29 CFR 1926.62 and this Specification.
- B. Upon inspection and approval of the area by the State's authorized representative, the Contractor shall certify that there were no visible accumulations of lead-contaminated paint, dust and debris remaining on the work site.
- C. The Contractor shall not remove the lead control area boundary and warning signs prior to the submittal and approval by the State's authorized representative of the Contractor's certification that there were no visible accumulations of lead contaminated paint, dust and debris remaining on the work site.
- D. The Contractor shall re-clean areas showing residual paint chips, debris, or wastes. Chips, debris, and wastes shall be disposed of properly, in accordance with this Specification and all applicable Federal, State, and local regulations

12.22 PAYMENT - Payment for lead-containing paint control measures shall be made as described in Article X of these Specifications. The final payment will not be made until a signed copy of the manifest from the treatment or disposal facility certifying the amount of lead contaminated material delivered is submitted to the State's authorized representative.

## ARTICLE XIII – NEW SIDING

- 13.1 GENERAL - The work to be done under this Article consists of furnishing all labor, materials, equipment, and other expenses necessary to remove and dispose of the existing fiberglass and metal siding panels, metal bird screen and steel frame member; and install new metal siding, stainless steel bird screen and steel frame member at the Pier 2 Shed, Nawiliwili Harbor, Kauai.

The locations and sizes of the new metal siding panels as shown on the plan are approximate and are included for bidding purposes

- 13.2 SPECIAL CONDITIONS - The Contractor shall note that portions of the existing steel framing are suspected to have lead-containing paint. The Contractor may take samples to satisfy themselves as to the character, complexity and amount of work required in removing the material in accordance with all Federal and State regulations. The abatement work for these lead-containing paint metal framing is described in Article XII – Lead Paint Control Measures of these specifications.

### 13.3 MATERIALS

- A. New Siding - Siding panels shall be roll formed factory finished panels meeting the following requirements:
1. Panels shall be fabricated from 24-gauge thick aluminum-zinc coated steel conforming to ASTM A 792, AZ50/55 coating, surface treated for maximum coating performance. Minimum net coverage of each panel shall be 34 inches. Panel profile shall be a corrugated configuration with a pitch of 2.67 inches and height of 0.875 inches. Panel lengths shall be for full length of installation; no splicing will be allowed. Panels shall be "Deep Corrugated" as manufactured by Kloeckner Metals, "Commercial - Rib (Patten7)" as manufactured by HPM Building Supply or approved equal.
  2. Coating system. The exterior surfaces of the panels shall be factory finished with a polyvinylidene fluoride (PVDF) paint system, Kynar 500, Durapon 70 or approved equal. Paint system shall be 70% PVDF and 30% acrylic, to a dry film thickness of 1.0 mils. The interior surfaces shall be factory finished with polyester backer to a dry film thickness of 1.0 mils. Exterior and interior colors shall match existing.
- B. New Steel Frame - New steel frame member shall be fabricated from structural steel angles. Structural steel shall conform to the requirements of ASTM A 36 and shall be hot-dipped galvanized according to ASTM A525, G-90.

- C. Flashing - New flashing shall be fabricated from structural quality steel sheets (0.024-inch thick, 24 Ga.) conforming to ASTM A 446, Grade A, hot-dip galvanized to conform to ASTM A 525, G-90.
- D. Flat Bar - New flat bar at upper wall section shall be continuous and shall be fabricated from 0.25-inch-thick stainless steel flat bar annealed conforming to ASTM A 666, Type 304.
- E. Metal Fasteners - Fasteners shall be Type 316 stainless steel, No. 14, hex head, with pre-assembled neoprene bonded sealing washers and have Type A point. Other fasteners shall be self-drilling, No. 5 point, hex washer head, with electro-plated zinc coating, hex washer head with pre-assembled neoprene bonded sealing washers. Fastener lengths shall be as recommended by the manufacturer.
- F. Closure Strips - Closure strips shall be fabricated from closed cell semi-rigid cross-link polyethylene foam, a minimum one-inch wide, and shaped to match the panel profile, "WG-7 Closure," or approved equal.
- G. Side Lap Sealant - Side lap sealant shall be 1/8-inch thick by 3/8-inch-wide closed cell polyvinyl chloride foam, with single-sided pressure sensitive adhesive, "Sealing Adhesive" or approved equal.
- H. Caulking Compound - Caulking compound shall be a one-component, moisture curing, modified polyurethane sealant conforming to Federal Specification TT-S-00230C, Type II, Class A
- I. EPDM Membrane - EPDM membrane shall be high performance elastomeric single ply non-reinforced membrane conforming to ASTM D 4637, Type I, with in-seam tape, "Mule-Hide .060" Standard Black EPDM Membrane" as manufactured by Mule-Hide Products, Co., Inc. or approved equal.
- J. Bird Screen - Bird screen shall be stainless steel wire mesh, Type 316 stainless steel, 18-gauge wire, with 1/2" x 1/2" mesh openings. Bird screen shall be secured to existing steel members with new stainless-steel hardware sized to fit.
- K. Pipe Downspout Straps - Downspout straps shall conform to the requirements of stainless steel, Type 316 ASTM A276.

#### 13.4 CONSTRUCTION

- A. Removal Work
  - 1. The existing metal siding panels, metal bird screen, steel frame member, metal corner flashing, signs and other miscellaneous wall attachments shall be carefully removed so as not to damage the existing structure and

utilities in the building or vehicles or equipment at the project site. Existing signs shall be salvaged for reinstallation after the new siding is installed. The Contractor shall remove and dispose of the removed material in a lawful manner away from the project site. Existing utilities including electrical boxes, conduits, exhaust vent and pipe downspouts shall be temporarily supported to stabilize structures and prevent safety hazards to the general public and those working at or around the project area. The method of temporary supports shall be approved by the Harbors Division Construction Engineer.

2. The Contractor shall make every effort to enclose the portion of the siding repair area that is being repaired on that particular workday so that no repair areas are left open overnight. However, if the Contractor is unable to enclose that portion of the repair area at the end of the workday and finds it necessary to leave that portion of the repair area open, the Contractor shall provide protection from the weather for the contents of the structure including offices, equipment, etc.

B. New Steel Frame

1. New steel frame member shall be fabricated from structural steel angles and welded to the existing rigid frame as shown on the drawing. Structural steel shall conform to the requirements of ASTM A 36 and shall be hot-dipped galvanized according to ASTM A525, G-90. Structural steel work shall conform to AISC "Specifications for the Design, Fabrication and Erection of Structural Steel Buildings." Welding shall be performed in accordance with the ASW D1.1 using the methods and electrodes as recommended by manufacturers of the base metal alloys being used. Welds shall be made only by welders who have previously qualified by test prescribed in AWS D1.1 to perform the type of work required. Welds shall be cleaned immediately by chipping or wire brushing. Structural steel shall be painted in accordance with Article XIV – Painting of these Specifications.

C. New Metal Siding Panels

1. New metal siding to be installed on existing steel girts and new steel framing member and shall be installed with a new EPDM membrane material placed on the existing and new steel side surface. Prior to placing the new EPDM membrane material on the existing steel girt surface, the existing surfaces shall be thoroughly cleaned of all loose paint, grease, dirt, scale, rust and other foreign surfaces as recommended by the manufacturer. New EPDM membrane shall be attached to existing and new steel surface by the in-seam adhesive or approved mechanical fasteners.
2. New metal siding panels shall be installed by skilled workmen in accordance with the manufacturer's recommendations. The Contractor

shall exercise care so as not to damage the panels. All damaged panels as identified by the Construction Engineer shall be replaced with sound new panels.

3. The length of the siding panels shall be as shown on the drawing. Corrugated surfaces shall be laid in the vertical direction, starting at the end of the building opposite from the direction of the prevailing wind.
  4. Panels shall be in full and firm contact with supports and with each other at side laps. Side laps shall be made in accordance with the manufacturer's recommendations. Closure strips shall be installed at locations shown on the drawing.
  5. Fasteners shall be located on the crowns. Fasteners connecting metal panels to steel girts shall be installed at the first and last corrugation i.e., 33.5 inches on center. Fasteners at side laps shall be placed at 12-inches on center maximum. All panels shall be pre-drilled prior to installation.
- D. Existing fire risers, fire riser steel enclosures and signs shall be fastened to the new corrugated metal siding with new stainless-steel fasteners. New Metal Corner Flashing.
1. New galvanized sheet metal corner flashing shall be fabricated to match as shown on the drawing. Contractor shall provide shop drawings of the new flashing for approval by the Construction Engineer. New flashing shall be installed in the same locations as shown on the drawing. Joints shall be caulked watertight with polyurethane caulking compound.
  2. New metal flashing shall be prepared and painted as described in Article XIV - Painting of these specifications.
- E. New Bird Screen
1. Existing vinyl-coated metal bird screen shall be carefully removed so as to not to damage the existing structure and utilities in the shed or vehicles or equipment at the project site. The Contractor shall remove and dispose of the removed material in a lawful manner away from the project site.
  2. New stainless steel wire mesh shall be installed in the same location at the upper shed wall area. New wire mesh shall be secured to the existing and new steel members with new stainless-steel hardware. Access openings shall be provided for the existing fire sprinkler system.
- F. New Pipe Downspout Straps
1. New stainless steel pipe downspout straps shall be fabricated as shown on the drawing. Straps shall be secured to the new metal siding with new stainless-steel fasteners and spaced accordingly.

13.5 PAYMENT - Payment for new steel frame, corrugated metal siding, bird screen and pipe downspout straps shall be made as described in Article X of these Specifications.

## ARTICLE XIV – PAINTING

- 14.1 GENERAL - The work to be done under this Article consists of preparing and painting all new and existing steel frame, corrugated siding, and corner flashing member surfaces at the Pier 2 Shed, Nawiliwili Harbor, as indicated on the drawings and as specified.
- 14.2 COLOR SELECTION - The color of the finish paint for all new and existing metal surfaces to be prepared and painted shall be selected by the Harbors Division Kauai District Manager.
- 14.3 MATERIALS - All paints shall be delivered to the site in the manufacturer's sealed containers. Each container shall be labeled by the manufacturer with the label showing name, brand type of paint, color of paint, and the manufacturer's instructions for reducing consistency. The painting materials shall be the following or approved equal:
- A. Pre-Treatment - The pre-treatment shall be a concentrated water-based surface cleaner low in odor, non-flammable, and biodegradable, "Devprep 88" as manufactured by Devoe High Performance Coatings or approved equal.
  - B. Prime Coat - The prime coat shall be a high performance, two component, chemically cured epoxy coating, semi-gloss finish, "Bar-Rust 235V" as manufactured by Devoe High Performance Coatings or approved equal.
  - C. Finish Coat - The finish coat shall be a high performance, two components, chemically cured aliphatic urethane paint, gloss finish, capable of being applied at a dry film thickness of 3 mils per coat, "Devthane 379UV A" as manufactured by Devoe High Performance Coatings or approved equal.
- 14.4 SURFACE PREPARATION
- A. New Metal Surfaces - All new metal surfaces to be painted shall be sound, dry and thoroughly cleaned of oil, grease, dirt and other foreign material by the use of chemical cleaning. Surface preparation shall conform to SSPC-SP-1, Chemical Cleaning.
  - B. Existing Metal Surfaces - All existing exposed metal surfaces to be painted shall be thoroughly cleaned of oil, grease, dirt and other foreign material. Remove all loose paint, mill scale and rust. Surface preparation shall conform to SSPC-SP-2, Hand Tool Cleaning, and all current Federal and State regulations.
- 14.5 PAINTING SCHEDULE
- A. New Metal Surfaces - All new metal surfaces shall have one pre-treatment coat of the material specified in paragraph 14.3.A, one prime coat of the material specified in paragraph 14.3.B and two finish coats of the material specified in paragraph 14.3.C.
  - B. Existing Metal Surfaces - All existing exposed metal surfaces shall be painted

with one prime coat of the material specified in paragraph 14.3.B and one finish coat of the material specified in paragraph 14.3.C.

#### 14.6 PAINTING APPLICATION

- A. All surfaces to be painted shall be properly prepared prior to painting and shall be inspected for approval by the Harbors Division Construction Engineer before painting will be allowed.
- B. Prime and finish coats shall be applied by brush or roller.
- C. The time interval between each coat of paint shall be at least 24 hours. The prime coat shall be of a lighter color than the finish coat.
- D. The prime coat for metal surfaces shall be applied at a rate to produce a dry film thickness of at least 4.0 mils. The finish coat shall be applied at a rate to produce a dry film thickness of 3.0 mils per coat. The finish dry film thickness of the two-coat system for existing metal surfaces shall be at least 7.0 mils. The finish dry film thickness of the three-coat system for new metal surfaces shall be at 10.0 mils.
- E. Finish work shall be uniform and of approved color. The finish shall completely cover, be smooth and be free from runs, sags, drips, waves, laps or brush marks. Edges of paint adjoining other surfaces or materials shall be sharp and clean without overlapping.

#### 14.7 CLEAN-UP

- A. All paint, oil, etc. shall be cleaned off of pavement, floors, fixtures walls or any portion of the building where paint has splashed or been spilled.
- B. All unused rags, waste, and empty containers shall be removed from the work area at the end of each workday and precautions shall be taken to avoid the danger of fire.
- C. The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it and leave the premises in a neat and orderly condition

#### 14.8 PAYMENT- Payment for painting shall be made as described in Article X of these Specifications.

ARTICLE XV – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL  
For Project NOT Subject to NPDES NOI-C Permit

- 15.1 DESCRIPTION - This section is required for all work, including the Contractor's storage sites. It describes the following:
- A. A detailed site-specific Best Management Practice (BMP) Plan including diagrams and narratives; constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site including local material sources, work areas and access roads; removing and disposing of wastes and hazardous wastes; and control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion). Additionally, all projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors Division, Stormwater Management Plan (SWMP) requirements, unless exempted, and are subject to Harbors Stormwater BMP inspections. If any requirement conflicts with those administered by State of Hawaii, Department of Health (HDOH), the Contractor shall follow the more stringent requirement.
  - B. Compliance with applicable federal and other state permit conditions.
  - C. Work associated with dewatering and hydrotesting activities and compliance with conditions of the NPDES general permit coverage authorizing discharges associated with construction activity dewatering and hydrotesting.
- 15.2 GENERAL REQUIREMENTS - In order to provide for the control of water pollution, dust, and erosion arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, the work performed shall comply with all applicable federal, state, and local laws and regulations concerning water pollution control including, but not limited to, the following regulations.
- A. State of Hawaii, HDOH, Hawaii Administrative Rules (HAR) Chapter 11-54 – Water Quality Standards and Chapter 11-55 – Water Pollution Control.
  - B. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors Division, Stormwater Management Plan.
  - C. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Water Quality.
  - D. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.
  - E. 40 CFR Part 110, Environmental Protection Agency (EPA), Discharge of Oil.
  - F. 40 CFR Part 117, EPA, Determination of Reportable Quantities for Hazardous Substances.

- G. 40 CFR Part 261, EPA, Identification and Listing of Hazardous Waste.
- H. 40 CFR Part 302, EPA, Designation, Reportable Quantities, and Notification.
- I. 49 CFR Part 171, U.S. Department of Transportation, Hazardous Materials Regulations.

15.3 MATERIALS - Materials shall conform to the following when applicable.

- A. Slope Drains. Slope drains may be constructed of pipe, fiber, mats, erosion control fabric, geotextiles, rubble, Portland cement concrete, bituminous concrete, plastic sheets, or other materials acceptable to the Construction Engineer.
- B. Grass. Grass shall be quick growing species such as rye grass, Italian grass, or cereal grasses. Grass shall be suitable to the area and provide a temporary cover that will not compete later with permanent cover. Alternative grasses are allowable if acceptable to the Construction Engineer.
- C. Fertilizer and Soil Conditions. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Construction Engineer.
- D. Silt Fences. Silt fences shall be synthetic filter fabric mounted on posts and embedded in compacted ground in compliance with American Society for Testing and Materials (ASTM) D6462-03, Standard Practice for Silt Fence Installation.
- E. Berms. Berms shall be gravel or sand wrapped with geotextile material. Alternate materials are allowable if acceptable to the Construction Engineer.
- F. Alternate materials or methods to control, prevent, remove, and dispose of pollution are allowable if acceptable to the Construction Engineer.

15.4 CONSTRUCTION

- A. Preconstruction Requirements
  - 1. Temporary Water Pollution, Dust, and Erosion Control Meeting. The contractor shall be required to submit a site-specific BMP Plan to the Construction Engineer and address all comments by the Construction Engineer. After the Plan is accepted in writing by the Construction Engineer, the Contractor shall schedule a meeting with the Construction Engineer before the start of construction work to discuss the sequence of work, and plans and proposals for water pollution, dust, and erosion control.
  - 2. Temporary Water Pollution, Dust, and Erosion Control Submittals. The Contractor shall submit the site-specific BMP Plan to the Construction

Engineer prior to the start of work for review of compliance with this Article. A site-specific BMP Plan template is available online at <https://hidot.hawaii.gov/harbors/malamaikeawakai/>, under **HDOT Harbors Construction and Post-Construction Programs – Documents and Forms.**

- a. Written site-specific BMP Plan shall include the following as applicable:
  - 1) Identification of potential pollutants and their sources and other factors that may cause water pollution, dust, and erosion.
  - 2) A list of all material and heavy equipment to be used during construction. Vehicles and equipment shall be well maintained and free from any type of fluid leaks.
  - 3) Construction schedule.
  - 4) Name(s) of specific individual(s) designated responsible for water pollution, dust and erosion controls on the project site. Include home, business, and cellular telephone numbers, fax numbers, and e-mail addresses.
  - 5) Descriptions of the methods and devices used to eliminate certain pollutants (e.g., wastewater, fuels, solvents, detergents, toxic or hazardous substances) from discharging into state waters and drainage systems, and provide details of BMP(s) to be installed or utilized. Indicate approximate dates when BMP(s) will be installed and removed.
  - 6) Description of maintenance and subsequent removal of BMP(s).
  - 7) Method(s) of removal and disposal of solid and regulated hazardous wastes encountered or generated during construction. The Contractor is advised to procure regulated hazardous materials on an as-needed basis, as feasible. All excess regulated hazardous materials at the conclusion of this project shall remain the property of the Contractor and shall be removed from HDOT Harbors Division property upon the completion of the project.
  - 8) Method(s) of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.

- 9) Method(s) of containing, removing and disposing of demolition dust and debris to minimize the discharge of these pollutants into state waters and drainage systems.
- 10) Spill kit contents and location.
- 11) Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
- 12) Method(s) of storing and handling of regulated hazardous materials (e.g. oils, paints) and other products used for the project. Safety Data Sheets (SDS) for all regulated hazardous materials used during construction activities shall be kept on-site throughout the duration of the project and readily available upon inspection. All containers of regulated hazardous materials should be provided with secondary containment during storage. Regulated hazardous materials not specifically needed in the execution of this project shall not be brought or stored on site. As feasible, the Contractor is encouraged to use products that do not contain any regulated constituents. The use of green products is encouraged.
- 13) Method(s) of concrete washout/waste control.
- 14) Method(s) of managing material stockpiles to minimize erosion and dust.
- 15) Good housekeeping practices.
  - a) Minimize tracking of sediment offsite from project entrances and exits.
  - b) Litter management. The Contractor shall have a comprehensive housekeeping policy and shall actively enforce housekeeping requirements. Housekeeping items include, but are not limited to, cups, cans, bottles and other forms of lightweight litter, unattended containers of hazardous materials, concrete debris (e.g. dust, chips, and other sweepings), and discarded articles of disposable Personal Protective Equipment (e.g., earplugs, dust masks, and gloves). Employees who are specifically

tasked with housekeeping duties shall be identified by name.

- c) The Contractor should provide and maintain covered waste receptacles. No construction debris or other refuse that is generated as a result of project activities is to be disposed in HDOT Harbors Division-owned waste receptacles.
- 16) Provide plan(s)/drawing(s) showing location of followings when applicable:
- a) Boundaries of the property and the locations where construction activities will occur, including:
    - i. Locations where earth-disturbing activities will occur (noting any sequencing of construction activities);
    - ii. Approximate slopes and drainage patterns with flow arrows before and after the construction;
    - iii. Locations where sediment, soil, or other construction materials will be stockpiled;
    - iv. Locations of any contaminated soil or contaminated soil stockpiles;
    - v. Locations of any crossings of state waters;
    - vi. Designated points on the site where vehicle will exit onto paved roads;
    - vii. Locations of structures and other impervious surfaces upon completion of construction; and
    - viii. Locations of construction support activity areas.
  - b) Locations of all state waters, including wetlands and indicate which water bodies are listed as impaired.
  - c) The boundary lines of any natural buffers.

- d) Topography of the site, existing vegetative cover, and features (e.g., forest, pasture, pavement, structures), and drainage pattern(s) of stormwater onto, over, and from the site property before and after major grading activities.
  - e) Stormwater discharge locations, including locations of any storm drain inlets on-site and in the immediate vicinity of the site to receive stormwater runoff from the project; and locations where stormwater will be discharging to state waters (including wetlands).
  - f) Locations of all potential pollutant-generating activities.
  - g) Locations of stormwater control measures; and
  - h) Locations where chemicals will be used and stored.
- 17) Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Parts 110, 117, or 302, occurs during a 24-hour period. Contact information must be in locations that are readily accessible and available.
- 18) The Contractor shall date and sign the site-specific BMP Plan.

- b. The Contractor shall keep the accepted Plan on-site or at an easily accessible location throughout the duration of the project. Revisions to the Plan shall be included with the original plan. The Contractor shall obtain written acceptance from the Construction Engineer before revising BMP. An updated Plan shall be kept on-site throughout the remainder duration of the project.

The Contractor shall follow guidelines in the “*The City and County of Honolulu Storm Water Best Management Practice Manual – Construction*,” (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow applicable CCH *Rules Relating to Water Quality for all projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors*, and use respective Soil Erosion Guidelines for other

Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows.

1. No work shall be allowed to begin until submittals detailed in Subsection 15.4 A.2 – Temporary Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Construction Engineer. The Contractor shall prevent pollutants from entering state waters. These efforts shall address areas such as those that drain to water, are over water, or drain to storm drains adjacent and in the area of the project site. The Contractor shall design, operate, implement, and maintain the Plan to ensure that stormwater discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.
2. All projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to HDOT Harbors Division SWMP requirements for construction at those harbors unless the project meets a specified exemption class. The requirements include, but are not limited to, construction site BMP initial, recurring (i.e. every two weeks from October through March and every two months otherwise), and final inspections at the frequencies outlined in the SWMP. No grading or land disturbance activities are allowed until the initial BMP inspection is completed and required BMPs are found to be properly installed.
3. Address all comments received from the Construction Engineer.
4. Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.
5. Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.
6. BMP shall be in place and operational until the construction is completed and accepted by Harbors.
7. Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto roadways.
8. Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Construction Engineer.

9. Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be a source of fugitive dust.
10. Cleanup and remove any pollutant that can be attributed to the Contractor.
11. Install or modify BMP due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site-specific BMP Plan or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.
12. Properly maintain BMP.
13. Remove, replace or relocate any BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to the project or public.
14. The Contractor's designated representative specified in Subsection 15.4 A.2.a.4 shall address any BMP concerns brought up by the Construction Engineer within 24 hours of notification, including weekends and holidays. Should the Contractor fail to satisfactorily address these concerns, the Construction Engineer reserves the right to employ outside assistance or use the Construction Engineer's own labor forces to provide necessary corrective measures. The Construction Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Construction Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply BMP shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP may result in one or more of the following: The Contractor being fully responsible for all additional costs incurred by HDOT Harbors Division including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.

- C. Hydrotesting Activities. If work includes removing, relocation or installing waterlines, and the Contractor elects to flush waterline or discharge hydrotesting effluent into state waters or drainage systems, obtain a Notice of General Permit Coverage (NGPC) authorizing discharges associated with hydrotesting waters from the HDOH Clean Water Branch (CWB). If a permit is required, prepare and submit permit application (CWB-Notice of Intent (NOI) Form F) to the HDOH CWB.

Do not begin hydrotesting activities until the HDOH CWB has issued a NGPC. Hydrotesting operations shall be in accordance with conditions in the NGPC.

Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Construction Engineer.

- D. Dewatering Activities. If excavation or backfilling operations requires dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, the Contractor shall obtain an NGPC authorizing discharges associated with construction activity dewatering from the HDOH CWB. If a permit is required, prepare and submit permit application (CWB-NOI Form G) to the HDOH CWB.

Do not begin dewatering activities until the HDOH-CWB has issued an NGPC. Conduct dewatering operations in accordance with the conditions in the NGPC. Submit a copy of the NPDES Dewatering Application and Permit to the Construction Engineer.

- 15.5 PAYMENT - Payment for Temporary Water Pollution, Dust, and Erosion Control shall not be measured and paid for separately but shall be considered incidental to the applicable items described in Article XX of these Specifications.

No progress payment will be authorized until the Construction Engineer accepts in writing the site-specific BMP Plan or when the Contractor fails to maintain the project site in accordance with the accepted BMP Plan.

The Contractor shall reimburse the State of Hawaii within 30-day for the full amount of all outstanding costs incurred by the State of Hawaii for all citations or fines received as a result of the Contractor's non-compliance with regulations.

## **Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law**

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Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

### **Rate of Wages for Laborers and Mechanics**

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

### **Overtime**

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

### **Weekly Pay**

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

### **Posting of Wage Rate Schedules**

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

### **Withholding of Accrued Payments**

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

### **Certified Weekly Payrolls and Payroll Records**

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
  - the name and home address of each employee
  - the last four digits of social security number
  - a copy of the apprentice's registration with DLIR
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - itemized list of fringe benefits paid
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - total net wages paid
  - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

## Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

## Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

## Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
  - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
  - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
  - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and  
**Suspension** from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:



Oahu (Wage Standards Division).....(808) 586-8777  
Hawaii Island .....(808) 974-6464  
Maui and Kauai .....(808) 243-5322

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

**PROPOSAL**

PROPOSAL TO THE  
STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION

PROJECT: REPLACE SIDING AT PIER 2 SHED, NAWILIWILI  
HARBOR, KAUAI, HAWAII

PROJECT NO.: S70144R

COMPLETION TIME: THREE HUNDRED (300) calendar days from the  
date indicated in the Notice to Proceed from the  
Department.

LIQUIDATED DAMAGES: TWO HUNDRED TWENTY-FIVE DOLLARS (\$225.00)  
for each and every calendar day which the Contractor has  
delayed the completion of this project.

PROJECT MANAGER: NAME: JAMES MILLER  
DEPARTMENT OF TRANSPORTATION  
HARBORS DIVISION  
HALE AWA KU MOKU  
ADDRESS: 79 S. NIMITZ HWY, HONOLULU HI, 96813  
PHONE NO.: (808) 587-1871  
FAX NO. (808) 587-1864

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Department of Transportation, Air and Water Transportation Facilities Division General Provisions for Construction Projects dated 2016, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

\_\_\_\_\_  
(Fill in other acceptable security.)

The undersigned Bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder, has listed the name of each person or firm, who will be engaged by the Bidder on the project as a Subcontractor or Joint Contractor and the nature of work to be done by each. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

("None" or if left blank indicates no Subcontractor or Joint Contractor; if more space is needed, attach additional sheets.)

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

\_\_\_\_\_  
Bidder (Company Name)

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Telephone                      Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person (If different from above)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

## PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

### **A. HAWAII PRODUCTS PREFERENCE**

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

### **B. APPRENTICESHIP PROGRAMS PREFERENCE**

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

**( ) Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.**

### **C. RECYCLED PRODUCT PREFERENCE**

Recycled product preference shall not apply to this proposal.

REPLACE SIDING AT PIER 2 SHED  
AT

NAWILIWILI HARBOR

KAUAI, HAWAII

S70144R

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Lead Abatement	Lump Sum	Lump Sum	Lump Sum	\$_____
2	New Steel Frame	Lump Sum	Lump Sum	Lump Sum	\$_____
3	New Metal Siding	Lump Sum	Lump Sum	Lump Sum	\$_____
4	New Bird Screen	Lump Sum	Lump Sum	Lump Sum	\$_____
5	Downspout Straps	48	Each	\$_____	\$_____
6	Painting	Lump Sum	Lump Sum	Lump Sum	\$_____
BASE BID – SUM OF ALL ITEMS.....					\$_____

Bids to include all Federal, State and local taxes.

Bids will be compared on the basis of the BASE BID. If the lowest BASE BID is less than, or approximately equal to, the funds available for this project, an award will be made to the lowest responsible bidder.

If the lowest BASE BID exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract therefor.

Should additional funds become available at any time after the establishment of the lowest responsible bidder, then work and associated costs which previously had been deleted from the contract scope to bring the project within the then available funding, may be fully restored to the contract scope and the TOTAL AMOUNT FOR THE COMPARISON OF BIDS as the additional funding may accommodate. Cost escalation for any bid items will not be allowed to be added to the TOTAL AMOUNT FOR THE COMPARISON OF BIDS when restoring contract scope as stated above.

Submissions of a proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.

No additional compensation will be paid by the State for losses, including overhead and profit, resulting from reduced scope of work.

Contract time shall remain the same whether or not the overall scope of work is decreased.

# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

\_\_\_\_\_  
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

\_\_\_\_\_  
(required amount of bid security)

Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS:

The Principal has submitted an offer for

\_\_\_\_\_  
(project by number and brief description)

## NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Principal (Offeror) (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

**SAMPLE FORMS**

Contents

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104, HRS Compliance Certificate

Certification of Compliance for Employment of State Residents, Act 192, SLH 2011

**PERFORMANCE BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a  
surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the above-bound Principal has signed a Contract with Obligee on  
\_\_\_\_\_, for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part  
hereof.

**NOW THEREFORE**, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in  
strict accordance with the terms of the Contract as said Contract may be modified or amended  
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

# PERFORMANCE BOND

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_ (State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_),  
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_;
- Certificate of Deposit**, No. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check** No. \_\_\_\_\_, dated \_\_\_\_\_ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE,**

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

**LABOR AND MATERIAL PAYMENT BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Oblige, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-bound Principal has signed Contract with the Oblige on \_\_\_\_\_ for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**

# LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto \_\_\_\_\_  
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;
- Share Certificate unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_
- Certificate of Deposit, No. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond..

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
  - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
  - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. 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.

DATED at Honolulu, Hawaii, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
«CONTRACTOR»  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

Notary Seal  
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary signature \_\_\_\_\_  
Notary public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Notary Seal  
NOTARY CERTIFICATION

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
Notary signature \_\_\_\_\_  
Date \_\_\_\_\_

**PROVISIONS TO BE INCLUDED IN  
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
  - a. "Contract" means contracts for construction under 103D, HRS.
  - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
  - c. "Construction" has the same meaning as in Section 103D-104, HRS.
  - d. "General Contractor" means any person having a construction contract with a governmental body.
  - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
  - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
  - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
  
2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
  - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
  - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
  - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE  
FOR  
EMPLOYMENT OF STATE RESIDENTS  
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: \_\_\_\_\_

Agency Project No: \_\_\_\_\_

Contract No.: \_\_\_\_\_

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011--Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of \_\_\_\_\_ and  
(Name of Contractor or Subcontractor Company)  
for the Project Contract indicated above, \_\_\_\_\_ was in  
(Name of Contractor or Subcontractor Company)  
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

*CORPORATE SEAL*

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Subscribed and sworn to me before this  
\_\_\_\_ day of \_\_\_\_\_, 2011.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION

# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW TO ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
(full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

\_\_\_\_\_  
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

\_\_\_\_\_  
(required amount of bid security)

Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS:**

The Principal has submitted an offer for

\_\_\_\_\_  
(project by number and brief description)

**NOW, THEREFORE:**

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Principal (Offeror) (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title