

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

SPECIAL PROVISIONS, SPECIFICATIONS AND PROPOSAL

FOR

VARIOUS PLUMBING REPAIRS

DANIEL K. INOUE INTERNATIONAL AIRPORT

HONOLULU, OAHU, HAWAII

PROJECT NO. DOT-AIR-O-23-030

JANUARY 2023

NOTICE TO BIDDERS
(Chapter 103D, HRS)

ELECTRONIC SOLICITATION for VARIOUS PLUMBING REPAIRS at DANIEL K. INOUYE INTERNATIONAL AIRPORT, PROJECT NO. DOT-AIR-O-23-030 will be accepted via the State of Hawaii eProcurement System (HIePro). Walk in bids WILL NOT BE ACCEPTED at the Contracts Office, Department of Transportation (DOT), 869 Punchbowl Street, Honolulu, Hawaii 96813. Bids received after said due date and time shall not be considered.

The scope of work consists of plumbing repairs on an as-needed basis at Daniel K. Inouye International Airport. The estimated cost of construction is \$ 250,000.00.

To be eligible for award, bidders must possess a valid State of Hawaii Specialty Contractor's License "C-37", Plumbing Contractors license at the time of bidding. Contractor must be "compliant" with Hawaii Compliance Express at the close of bid. A site visit may be requested by contacting the Airports Contract Maintenance Office located at 300 Rodgers Boulevard #12, Honolulu, Hawaii 96819 (Ph. 836-6461) or by e-mail at derick.t.ebesuno@hawaii.gov.

The plans, specifications, and proposal contract forms may be obtained from the State of Hawaii eProcurement System (HIePro). Bids shall be submitted via the Hawaii eProcurement System (HIePro) only at <https://hiepro.ehawaii.gov/welcome.html>. The "General Provisions" applicable to this project are available for viewing on the internet at <http://hidot.hawaii.gov/administration/con/>. Bids received after the established due date and time will not be considered.

Compliance with Act 192, SLH 2011 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 Section 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.

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).

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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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.

AIRPORTS DIVISION SUPPLEMENT
TO GENERAL PROVISIONS

The following additional amendments to the General Provisions are applicable to this project:

4.12 UTILITIES AND SERVICES is amended as follows:

Add the following after the last paragraph:

"(e) Repairs and Outages.

- (1) The Contractor shall have available on 24-hour call sufficient specialty contractors, such as electrical and plumbing contractors, to repair any damage to existing facilities that might occur as a result of construction operations regardless of when the damage might occur.
- (2) Outage: Written requests for power outage, communication changes, and water and sewer connection outages shall be submitted to the Engineer at least seven (7) days in advance or as specified in other sections of these specifications. Outages will be restricted to non-peak operational hours between midnight and 6:00 a.m."

7.21 PUBLIC CONVENIENCE AND SAFETY - is hereby added to the General Provisions:

"It shall be especially noted by the Contractor that the area directly adjacent to the existing in use runways and taxiways, is an extremely hazardous area and that very strict controls will apply throughout the entire period required to complete all work within 500 feet from the edge of an in use runway and 180 feet from the edge of an in use taxiway.

The Contractor shall familiarize himself with the Airport Certification Manual available for review at the Airport Manager's Office and shall comply with its requirements.

The Contractor is responsible for the security of access points to the Airport Operational Area that are located within the limits of construction and will be fined \$1,000 per incident for any breach of security at these locations. All gates leading into the AOA shall be kept locked and if required to be open, the Contractor shall provide professional security guards to attend gates. The guards must be approved by the Director and shall be required to attend a training session conducted by the Airport Manager prior to gate assignment."

8.20 LIMITATION OF OPERATIONS: is hereby added to the General Provisions:

"The following limitations shall be observed by the Contractor when operating within 75 feet from the edge of any taxiway.

General - The Contractor shall schedule his operations to minimize interference with the movement of aircraft or passengers as may be required by the Engineer. The Contractor shall be responsible to alert all of his personnel to the location of power and signal cables installed for the operation of the airport. The Contractor shall control his operations in a manner to preclude any possible damage to those cables. Utility companies shall be notified by the Contractor one week before commencement of work. The Contractor shall give notice to the Engineer in writing, at least 168 hours before operating within 75 feet from the edge of any taxiway and the Engineer will assure himself that the Airport Management personnel are notified in sufficient time to publish the warning (NOTAM). The Contractor shall immediately repair any damages to the existing perimeter fence to prevent inadvertent entry to the Airport Operation Area (AOA).

Work in Vicinity of Runways and Taxiways in Use - Under the terms of this contract, it is intended that work shall be completed without disturbing the paved surface of existing runways and taxiways, unless shown otherwise on the plans. Aircraft traffic shall not be interrupted. The Contractor shall schedule to work within 75 feet of the taxiway as directed by the Airport Management. No ruts, holes, or open trenches of 3 inches or more in depth and no objects or material 3 inches or more in height shall be permitted within the safety area when the airfield is in operation in conformance to Federal Aviation Regulation Part 139. The Contractor is also informed that Airport Zoning Regulations dictate that a 'clear zone' be maintained 500 feet on each side of an active runway, to be known as a hazardous area. The Contractor shall comply with all regulations governing ground operations within hazardous areas. The following FAA Advisory Circulars or later versions and FAA Regulations specify these requirements:

- AC 150/5210-5C Painting, Marking, and Lighting Vehicles Used on an Airport, dated August 2007
- AC 150/5340-1J Standards for Airport Markings
- AC 150/5370-2E Operational Safety on Airports During Construction, dated 1/17/03
- FAA Regulations Objects Affecting Navigable Airspace Part 77

The Contractor shall keep all personnel and equipment off the areas not specifically designated for work under this Contract. At all times when the Contractor's equipment is not in use, the equipment shall be moved outside the hazardous areas to an area designated by the Engineer. Under no condition shall equipment be parked or material stored within the hazardous areas.

Failure on the part of the Contractor to abide by the above will result in suspension of work.

Authority of Control Tower Personnel - With the exception of actual construction methods, the airport control tower personnel will have full authority to control the Contractor's movements within the existing taxiway. When required, the Contractor shall maintain a constant radio vigil within all work areas and in addition shall keep at least one flagman on duty with the radio man. When notified by the control tower to temporarily halt operations, it shall be the duty of the flagman, through the use of appropriate methods (lighted flares shall not be used under any circumstances), to notify all operators of equipment and other personnel to cease work and move men and equipment off of hazardous areas.

Contractor shall provide, at his own expense, the necessary radio and equipment including a radio equipped mobile vehicle to maintain contact with control tower personnel at all times during job performance. A transceiver operating at a frequency designated by the Engineer to communicate with the Control Tower.

Marking of Hazardous Areas - The Engineer will designate areas that are hazardous for aircraft. The Contractor shall provide red blinker lights spaced not more than 50 feet apart around all hazardous areas and areas of work within 75 feet of any taxiway. Such systems shall be subject to approval by the Engineer. The Contractor shall have personnel on call 24 hours per day for the emergency maintenance of hazard markings.

The Contractor shall provide red flags not less than 20 inches square in addition to the red blinker lights. When danger flags are made of fabric, a wire stiffener shall be used to hold the flags in an extended position. Flags shall be so mounted that they do not produce a hazard. The red danger flags shall be spaced not more than 50 feet apart around all areas of work within 75 feet of any taxiway.

All systems proposed by the Contractor for lighting and barricading shall be submitted to the Engineer for review prior to installation. The Contractor shall install all flags, lighting and barricades as required by the Engineer. Such systems shall be subject to approval by the Engineer.

Storage of Equipment and Materials - Equipment and Material storage shall be on a space available basis at the direction of the project manager. If no space is available, the contractor shall remove all equipment and materials at the end of each work day for the Airport property.

Blasting Operations - The Contractor shall notify the Engineer at least three (3) days before performing blasting operations as to the extent and timing of such operations, so that the Control Tower and other concerned parties can be informed.

Utilities - The Contractor shall provide for the protection of all utilities from damages in areas to be traversed by his vehicles and equipment. If required, buried cables and utility lines shall be protected by mounding earth over the cables or by any other method approved by the Engineer.

The Contractor shall notify representatives of the owner, agencies, and other affected organizations at least 48 hours prior to working in any area containing the facilities of these organizations.

Failure to notify the owning organization will prevent authorization to work in a specific area.

Archaeological Features - Any archaeological features such as petroglyphs, burial sites, and artifacts discovered or unearthed during the performance of the work shall immediately be brought to the attention of the Engineer and all work that would damage or destroy these features shall be discontinued. The Engineer will decide, after proper investigation, to salvage or abandon such artifacts."

8.21 OPERATION OF CONTRACTOR'S MOTOR VEHICLE AND PERSONNEL IN RESTRICTED AIR OPERATIONS AND MOVEMENT AREAS is hereby added to the General Provisions:

"The Contractor shall conform with the all sections of the "State of Hawaii, Department of Transportation, Airports Division, Contractor's Training Guide" pertaining to access and operation in the Airport Operation Area (AOA) hereinafter described as follows:

"A. Motor Vehicles in Airport Operation Area

For safety reasons, the operation of motor vehicles in the AOA must conform with all applicable State Airport rules and regulations."

B. Motor Vehicle Access Permit

Each motor vehicle operated in the AOA is required to:

Various Plumbing Repairs
Daniel K. Inouye International Airport

1. Meet all State licensing registration and safety requirements and be specifically licensed for operation in the AOA.
 2. Meet all insurance requirements.
 3. Be restricted to operation by those persons qualified to drive the vehicle and in possession of a current Ramp Driver's License and applicable Motor Vehicle Operator's License.
- C. The operators of motor vehicles in the AOA shall be responsible for meeting the following insurance requirements.

1. Licensed Vehicles

As a condition for authorization to enter the AOA, the Contractor shall provide evidence of vehicle liability insurance in the form of a Certificate of Insurance issued by an authorized insurance carrier. Automobile Liability and general Liability (combined single limit, Bodily Injury and Property Damage, per occurrence) shall be required in the applicable minimum limits specified below:

a. Daniel K. Inouye International Airport

AOA clearance.... \$5,000,000

b. Other Airports

Standard AOA clearance.....\$1,000,000

Standard AOA clearance is defined as any portion of a public Airport from which the public is restricted by fences or appropriate signs and not leased or demised to anyone for exclusive use and shall include runways, taxiways, all ramp and apron areas, aircraft parking and storage areas, fuel storage areas, maintenance areas, and any other area of a public Airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft or used for embarkation or debarkation of passengers.

2. Unlicensed Vehicles

Airport Liability (or General Liability) shall be required in the applicable minimum limits specified below:

a. Honolulu International Airport, Kahului Airport and Kona International Airport at Keahole

AOA clearance..... \$5,000,000

b. All other Airports

AOA clearance..... \$1,000,000

3. Specifically name the State of Hawaii as additionally insured.
4. Indicate that the Airport Engineer will be provided with a 30-day written prior notice of policy cancellation or material change in coverage or conditions.

D. Operator's Permit

1. No person shall operate a motor vehicle on the AOA unless he holds and carries on his person a current Airport Motor Vehicle operator's permit issued by the State of Hawaii, Department of Transportation, Airports Division.
2. Operator's permits will only be issued to persons who apply through the Airport District Security Office and pass a written exam covering those portions of the Airport Rules and Regulation relating to the operation of vehicles in Airport Operations Areas.

E. Authorized Vehicles

1. Only vehicles considered operationally safe and necessary for the performance of this contract may be allowed to operate in the AOA.
2. All motor vehicles must be painted in such a manner so as to be easily identifiable and must carry the Contractor's name on each side. These signs may be of a temporary nature applied to the side windows or doors.

The lettering shall be in bold characters of a minimum of four (4) inches in height and one and one-half (1-1/2) inches in widths, the height of logos should be a minimum of six (6) inches.

3. The Contractor's operations on, over, across, and/or immediately adjacent to any runway and/or taxiway at a towered airport shall require the use of two-way radio communication. The Contractor shall obtain the necessary equipment at his own expense.

4. No person shall operate a motor vehicle on the AOA unless he holds and carries on his person a current Motor Vehicle Operator's Permit issued by the Airport Manager.
 - a. The Motor Vehicle Operator's Permit will be issued only to persons who apply through the Airport Security Section and pass a written exam covering those portions of the Airport Rules and Regulations relating to the operation of vehicles in the AOA.
 - b. Permits issued may be suspended or revoked for cause at any time by the Airports Division.

F. Airport Operation Area Construction Pass

1. Issuance of Airport Operation Area (AOA) Construction Passes shall be limited to contractors, subcontractors, companies, organizations, individuals engaged in authorized and approved construction activity which requires a continuing need for entry into the AOA or Airfield Movement Areas. Request letters for such passes must be made to the Airport District Manager's Office in accordance with the Contractors Training Guide or applicable District requirements.
2. As a condition for security area clearance, applicants must comply with Transportation Security Regulation 1542 which requires a ten-year background Criminal History Records Check for those individuals employed under this contract.

G. Access to Movement Areas

1. Movement areas shall mean all of the runways and taxiways of the Airport which are utilized for taxiing, takeoff, and landing of aircraft.
 - a. Any vehicle which requires access to the movement area shall be equipped with operational radio equipment capable of positive two-way contact with Tower/Ground Control.
 - b. Operators of vehicles in movement areas must possess knowledge and familiarity with restricted and airfield movement areas, operational rules, regulations, and procedures, or be under direct escort by individuals meeting all of the above requirements.
2. Vehicle Operations on Movement Areas

- a. No vehicle shall proceed across any runway unless specifically cleared by Tower/Ground Control.
- b. The operator of a vehicle in the movement area shall not leave his vehicle unless continuous radio contact is maintained with the Tower/Ground Control while he is away from his vehicle.
- c. Any vehicle proceeding onto the movement area between the hours of sunset and sunrise shall be equipped with an overhead flashing light which is visible for one (1) mile, unless such vehicle is being escorted by another vehicle so equipped.
- d. All vehicles operated on the movement area between sunrise and sunset except those being escorted, shall operate an overhead amber or red flashing beacon visible for at least one (1) mile; or display a flag at least three (3) feet square with orange and white checkered squares of not less than one (1) foot on each side.

H. Runway and Taxiway Closure

1. Requests for runway or taxiway closures, or for any work which affect operational conditions at the airport must be made in writing through the Airport Engineering Branch.
2. Temporarily closed runways require placement of yellow "X" markings (constructed of material such as fabric or plywood or other acceptable material) on top of the runway identification numerals at both ends of the closed runway.
3. Taxiway closures require placement of barricades with alternate orange and white markings at each end of the closed taxiway segment. Barricades must be supplemented with flashing red lights. The intensity of the lights and spacing for barricades, and lights must adequately define and delineate the hazardous area.

I. Gate Guards Furnished by Contractors

1. If a contractor is permitted by the airport to maintain operational control of an AOA Access Gate, entry through such gate shall be controlled by the posting of a gate guard.

- a. Written instruction will be provided, outlining the guard's duties to enforce those requirements and provisions prescribed by the airport's security program to include all personnel and vehicle entry and access requirements.
- b. Procedures will be established to identify the actions which will be undertaken by the guard in calling for assistance.
- c. An approved emergency communications procedure will be established.

J. Compliance

1. The contractor shall comply with all regulations and rules governing the Air Operations Areas during construction, as specified in the following or later versions:
 - a. Hawaii Revised Statutes, Title 19, Administrative Rules for Public Airports.
 - b. Federal Aviation Administration Advisory Circular AC 150/5340 1J
 - j, Marking of Paved Areas on Airport; AC 150/5370-2E, Operational Safety on Airports During Constructions.

K. Enforcement Authorization

Act 21, Section 1, Section 261-17(a), HRS; Federal Aviation Administration Regulations, Part 139, Part 107.

L. Right of Rejection or Revocation

The State of Hawaii, Airports Division, reserves the right to withhold, deny or revoke any airport security clearance, licenses or permits to any individual or organization who fails to meet the prescribed or required access area clearance criteria to include background investigation information, or fails to observe or comply with established rules, regulations, and directives.

It should be clearly understood that such denial or revocation is based solely on airport security or safety considerations and does not in any way constitute a determination by the State with regard to private employment by any individual or organization."

- END OF SECTION -

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

WAGE RATE SCHEDULE

The Department of Labor and Industrial Relations prevailing wage schedule is not physically included in these specifications. The wage rates schedule is available at <http://labor.hawaii.gov/rs/home/wages/>

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/>

PART II: TECHNICAL PROVISIONS

SECTION 01 00 00

PLUMBING REPAIR

PART 1 - GENERAL

1.1 DESCRIPTION

The General Provisions of the Contract, including General and Special Provisions and General Requirements of the Specifications, apply to the work specified in this Section.

The Contractor shall furnish all labor, materials, tools and equipment necessary to provide plumbing repair services at Daniel K. Inouye International Airport.

Contractor shall possess a Hawaii Specialty Contractor's License "C-37", Plumbing Contractors license.

1.2 LOCATION AND REQUIREMENTS FOR WORK

A. Location of Work.

Daniel K. Inouye International Airport – All Areas.

B. General Requirements

1. **Trouble Call Work** – Work shall consist of on-call 24-hours 7 days a week response to assist in plumbing trouble call investigative work. Work shall include cleaning and CCTV camera inspection of piping and other plumbing related problems. The Contractor shall be able to provide CCTV and pipe cleaning services including mechanical snaking and water jetting capabilities.
2. **Plumbing Repair** – Work shall consist of repair of existing building plumbing systems including the use of CIPP lining repair. All work shall be performed in conformance with all applicable building codes, plumbing codes and safety requirements.

CIPP Pipe Lining Repair – Contractor shall be experienced in the use of CIPP pipe lining for repair of damaged pipe. Upon request previous experience with verification information shall be provided for reference and review by the State. Information shall include manufacturer information, as well as past project information. A minimum experience of ten (10) previous CIPP pipe repair projects shall be provided.

Plumbing repairs shall be pre-scheduled with the Project Manager and shall be performed during normal working hours (Monday to Friday, 7:00am to 3:30pm) or as agreed upon by both parties.

5. **AIRPORT SECURITY REQUIRMENTS AND PERMITS** – The Contractor shall coordinate with the Airport Pass and ID Office to obtain the approval for unescorted access to the Secured, Sterile, and/or any other regulated areas of the airport. Prior to the commencement of work within the areas mentioned, the Contractor will also be required to obtain the necessary Airport ID Badges and vehicle ramp permits as required by the Transportation Security Administration (TSA) and State of Hawaii, Department of Transportation, Airports Division rules and regulations.

The Contractor shall also appoint, and obtain the approval of, at least one Authorized Signatory. The Authorized Signatory will then be required to receive training in regard to the control and reporting of prohibited items in Sterile Areas. Such training will be provide by the Airport Security Branch.

The Contractor is responsible for all costs associated with meeting security requirements and obtaining permits. Any individual or employee who is not capable of obtaining, or maintaining security access clearance, will not be allowed to work in any restricted area. Any employees who fail to follow or maintain Airport security rules or regulations may also lead to the immediate disqualification of their Airport security privileges.

PART 2 – MATERIALS

All materials provided for repairs shall be new and unused. The Contractor shall provide material invoices for all reimbursable materials used as described in Part 4 of this Section.

PART 3 - EXECUTION

3.1 CONTROL OF WORK

Trouble Call Work - the Contractor shall be on-site within ONE (1) HOUR of receiving the trouble call request. Liquidated Damages of \$100.00 per hour, prorated to the nearest 15 minutes, shall be assessed upon failure to respond. The Contractor shall provide a 24-hour call number for Trouble Call Work.

Repair Work – All repairs shall be at the direction of the project manager. Upon the receipt of a work order, the Contractor shall provide a work schedule for repairs to the project manager for approval. The Contractor shall complete the work within the approved work time or shall be assessed liquidated damages of fifty dollars (\$50.00) per calendar day for every day beyond the agreed upon completion date.

Plumbing repair work shall be pre-scheduled with the Project Manager and shall be performed during normal working hours (Monday to Friday, 7:00am to 3:30pm) or as agreed upon by both parties.

3.2 SAFETY

- A. The Contractor shall at his expense, promptly and fully comply with and carry out safety, sanitation and medical requirements as prescribed by Federal State, and Local laws, rules and regulations, and shall take such other measure as may be necessary to the end that proper work is done and that the safety and health of the employer and all other personnel are safeguarded.
- B. Barricades, warning signs and blinkers shall be erected by the Contractor in the work area to properly protect all personnel and prevent the traveling public or airport tenants from disturbing the work.
- C. During the progress of the work all debris, empty containers, waste, resins, lubricants, etc., shall be removed by the Contractor at the end of each work day, and the work area shall be left clean and orderly.

3.3 OPERATION OF AIRPORT FACILITIES DURING CONSTRUCTION

The Contractor shall coordinate the sequence of work under this contract with the State to permit the continuing operation of existing Airport Facilities.

PART 4 – MEASUREMENT AND PAYMENT

Measurement and payment for work under this section shall be based upon a man-hour rate for Trouble Call Work, Plumbing Repair and by Allowance for reimbursable expenses.

Trouble Call Hourly Rate - All work including labor, equipment and incidental materials used during trouble calls shall be billed at the “Trouble Call Hourly Rate” established in the Proposal Schedule.

Repair Work Hourly Rate – All work including labor, equipment and incidental materials used during normal working hours shall be billed at the “Repair Work Hourly Rate” established in the Proposal Schedule.

Reimbursable Expenses – Reimbursable expenses shall be paid under allowance.

The Contractor shall be reimbursed for the cost of the parts and materials (excluding taxes) including shipping, plus 20 percent (20%) for overhead, profit, taxes and other incidental expenses. The Contractor shall substantiate his charges by submitting invoices showing actual costs for materials. Consumable materials needed for the work, such as shop towels, cutting blades, lubricants, soldering gases, etc. shall not be reimbursed and considered incidental to the

work. Travel, equipment, tools, and other costs shall be considered incidental to the work and shall not be considered a reimbursable expense.

Invoices – Invoices for work shall be submitted at the completion of each job for payment. Invoices shall include a breakdown of man hours and materials, documentation for verification of costs shall be included with the invoice. Liquidated damages shall be deducted from the invoice cost.

END OF SECTION

PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROJECT: VARIOUS PLUMBING REPAIRS
DANIEL K. INOUE INTERNATIONAL AIRPORT
HONOLULU, OAHU, HAWAII

PROJECT NO.: DOT-AIR-O-23-030

COMPLETION TIME: THREE HUNDRED SIXTY-FIVE (365) CALENDAR
DAYS

PROJECT MANAGER:
NAME: DERICK EBESUNO
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
300 RODGERS BOULEVARD, #12
HONOLULU, HI 96819

PHONE: (808) 836-6461
E-MAIL: derick.t.ebesuno@hawaii.gov

BID BOND AND PERFORMANCE BOND NOT REQUIRED.

VARIOUS PLUMBING REPAIRS
DANIEL K. INOUYE INTERNATIONAL AIRPORT
HONOLULU, OAHU, HAWAII

PROJECT NO. DOT-AIR-O-23-030

PROPOSAL SCHEDULE

Bids shall include sales tax and all other applicable taxes and fees. The prices bid herein shall include all labor, materials, equipment, incidental and supplemental necessary to construct all items in place, including installation and testing of equipment, complete and ready for operation, all in accordance with the plans and specifications.

Item No.	Description	Qty	Unit	Unit Price	Total
1	Trouble-Call Hourly Rate	100	Man Hour	\$ _____	\$ _____
2	Repair Work Hourly Rate	700	Man Hour	\$ _____	\$ _____
3	Allowance for Reimbursable Expenses	Allow	Allow	Allowance	\$ 75,000.00

**TOTAL AMOUNT FOR BID COMPARISON
(IITEMS 1-3)**

\$

Notes:

1. The State reserves the right to reject any or all proposals and to waive any defects in the best interest of the State.
2. Submission of this proposal is a warranty that the bidder is fully aware of all conditions to be encountered in performing the work, as well as, all of the requirements in the bid documents.
3. Work shall be performed on an on-call "as-needed" basis. Estimated quantities are for bid comparison purposes only.
4. Any payment made to the contractor under the listed items will be based upon actual quantities of work performed.
5. Bidder shall be paid for actual work performed as directed by the Engineer for allowance items. Bidder will not be paid overhead and profit for unused allowance funds.

VARIOUS PLUMBING REPAIRS
DANIEL K. INOUE INTERNATIONAL AIRPORT
HONOLULU, OAHU, HAWAII

PROJECT NO. DOT-AIR-O-23-030

6. The TOTAL AMOUNT FOR COMPARISON OF BIDS will be used to determine the lowest responsible bidder.
7. If the project exceeds the funds available, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, to further deduct the scope of work and award a contract thereafter.

FORMS (*TO BE COMPLETED BY SUCCESSFUL BIDDER*)

WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS LAW

CHAPTER 104 HRS COMPLIANCE CERTIFICATE

CERTIFICATION OF COMPLIANCE WITH HRS 103B, AS AMENDED BY
ACT 192, SLH 2011

CERTIFICATE FOR PERFORMANCE OF SERVICES

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

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).

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 one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. [§§104-1(5), 104-2(c), HRS]

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 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.
- 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]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain:
 - the name and home address of each employee
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - actual wages paid
 - date of payment
- Records shall be made available for inspection by the contracting agency, the Department of Labor and Industrial Relations, and any of its authorized representatives, who may also interview employees during working hours on the job. [§104-3(b), HRS]

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 and Trainees

- In order to be paid apprentice or trainee rates, apprentices and trainees must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the Department of Labor and Industrial Relations, Workforce Development Division. [§12-22-6(1), HAR]
- The number of apprentices or trainees on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices or trainees employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship or trainee standards registered with or recognized by the Department of Labor and Industrial Relations. 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(2), 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:
 - First Violation Equal to 10% of back wages found due or \$25 per offense, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$100 for each offense, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$200 for each offense, 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 two years of **the second notification of violation**.
- 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]
- 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 as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c)]
- 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 \$1,000 per project, and \$100 per day thereafter, for interference or delay. [§104-22(b)]
- 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)]

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



Oahu (Wage Standards Division)	586-8777
Hilo	974-6464
Kauai	274-3351
Maui	243-5322
West Hawaii	322-4808

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 _____.

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Subscribed and sworn before me this _____ day of _____.

Notary Public, _____ Judicial Circuit,
State of Hawaii
My Commission Expires: _____

Doc. Date: _____ # Pages: _____.

Notary Name: _____ Circuit
Doc. Description: _____

Notary Signature Date
NOTARY CERTIFICATION

**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 _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for VARIOUS PLUMBING REPAIRS AT DANIEL K. INOUE INTERNATIONAL AIRPORT, PROJECT NO. DOT-AIR-O-23-030, it will fulfill the following conditions:

1. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Director of Transportation. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the Director of Transportation has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

DATED at Honolulu, Hawaii, this ____ day of _____, 20__.

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____

Notary signature
Notary public, State of _____
My Commission Expires: _____

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature
Date _____

NOTARY CERTIFICATION