

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF BOATING AND OCEAN RECREATION
Honolulu, Hawaii

BOARD OF LAND AND NATURAL RESOURCES

Dawn Chang
Chairperson

CONTRACT SPECIFICATIONS

IFB-23-008-03
THE REPAIR OF WATER WORKS
AT THE OAHU DISTRICT FACILITIES

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The Attorney General's General Conditions (AG008) revised August 29, 2008 shall be made a part of the specifications.

NOTICE TO BIDDERS

(Chapter 103D, HRS)

SEALED BIDS for Job No. 23-008-03, Water Works Repair at the Oahu District Facilities will be received at the and at the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, Oahu Division through the State of Hawaii e-Procurement System (HiePro).

The AG-008 General Conditions (revised on 4/15/2009) shall be made a part of the specifications.

Scope of Work

This type of work is considered an emergency repair. There is a threat to the public, the boaters and the employees since the water will either be shut down or flowing at a drastically reduced rate. The Contractor is required to mobilize and be on the job with men and equipment within twelve (12) hours of the call from the Construction & Maintenance Superintendent or his representative. The Contractor is expected to work on the project every day until service is restored. The Contractor is expected to complete the work on each Project Assignment within three (3) days.

The Project Assignment is divided into three segments. The first part of the Project Assignment is to locate the leak. The second portion of the Project Assignment is to repair the leak. The last part of the Project Assignment is to restore the site.

If the Construction & Maintenance Superintendent and/or the Chief Engineer determines that a portion of the Project Assignment should be done outside of the regular working hours the State has included overtime, weekend, and holiday rates. Normal working hours are Monday through Friday 7:45 A.M to 4:30 P.M.

The Contractor shall provide a phone number to the Construction & Maintenance Superintendent for emergencies. The Contractor shall inform the Construction & Maintenance Superintendent when there is a change. A pager or answering service number is not allowed for the emergency contact.

The Contractor shall excavate the site to find the leak in the water main. The Contractor shall repair the leak and verify that there are not more leaks in water main before backfilling the trench and restoring the site.

The specifications for trenching, backfilling, and compacting are included in this solicitation. The specifications asphalt is also included. The Contractor shall restore the site after repairing the leak. If the leak is in an area that is covered with concrete or asphalt that existing material shall be replaced according to industry standards. If the leak is in a planting area any irrigation shall be replaced.

Materials

Unless otherwise noted or approved by the Chief Engineer, all materials used for repairs shall comply with the State of Hawaii Water System Standards, 2002, as amended. All leaks in water mains 4 inches in diameter or larger shall be repaired using Macro HP Coupling as manufactured by Romac Industries, Inc. or approved equal.

The cost for the materials used to repair the Water Main and restore the site are to be charged as a cost reimbursable. The State will allow a ten (10) percent markup on the materials that are used for those items. The Contractor shall submit copies of invoices from the suppliers for the materials.

Ala Wai SBH 1651 Ala Moana Boulevard Honolulu Hawaii 96815	Waianae SBH 85-371 Farrington Highway Waianae Hawaii 96792
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Haleiwa SBH 66-105 Haleiwa Road Haleiwa Hawaii 96712	Sand Island Launch Ramp
Heeia Kea SBH 46-199 Kamehameha Highway Kaneohe Hawaii 96744	Kahana Bay Launch Ramp
Keehi Small SBH 4 Sand Island Access Road Honolulu Hawaii 96819	Maunalua Bay Launch Ramp

TERMS OF CONTRACT

Contractor shall enter a contract with the State for furnishing repairs as it is needed for a twelve-month (12) period commencing from the official date on the Notice to Proceed.

Unless terminated, the contract may be extended for not more than three (3) additional twelve-month periods or portions thereof, without the necessity of rebidding, upon agreement in writing, at least 30 calendar days prior to expiration, if the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein.

The Contractor or the State may terminate the extended contract period at any time upon sixty (60) days prior written notice.

CONTRACTOR LICENSE REQUIREMENT

Due to the nature of work contemplated, bidders must possess a valid State Contractor's license, classification Type A, General Engineering. Work must be done by contractors who are licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.

BONDING

The bidder must provide a Bid Bond when submitting the Bid in HiePro. The Bid Bond shall be as specified in Hawaii Revised Statutes 103D-323 and the Procurement Rules under Subchapter 24.

The successful bidder must enter and execute a contract with the Board of Land and Natural Resources and furnish a Performance and Payment Bond, as required. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

COMPLIANCE WITH ACT 190 SHL, 2011 (SB 758) Amendment to HRS § 103D-310(c)

All procurements \$2,500.00 or more will require Hawaii Compliance Express (HCE) proof of vendor compliance prior to the award or purchase or the individual documents that are certified by the respective agencies. If the HCE certificate or the individual documents are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability, and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Boating and Ocean Recreation, 4 Sand Island Access Road, Honolulu, Hawaii 96819."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

PROPOSAL FORM

Offeror shall submit its Proposal using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on the Proposal Form. Failure to do so may delay proper execution of the contract.

The bidders shall upload a copy of the completed Proposal Form to the HIEPRO web site. The bidder shall retain the copies of the Proposal Form until the State requests them. The authorized signature on the Proposal Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Quotation

Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses, and fees incurred to provide services specified herein.

ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal, if any, will be made within sixty (60) calendar days after the opening of Offerors, and the prices quoted by the Offeror shall remain firm for the sixty-day period or a longer period as may be allowed upon mutual agreement of the parties.

AWARD

The State shall award the contract to the lowest responsive and responsible Bidder upon the submittal of all the contract documents. The Apparent Low Bidder has ten days to furnish the State with Insurance Certification and Bonding. The award of the contract will be subject to the availability of funds.

It is also understood that Notice to Proceed may be delayed up to one (1) year after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to:

Procurement Officer
DLNR, DBOR
4 Sand Island Access Road
Honolulu Hawaii 96813

ISSUING OFFICER

The individuals listed below are the contacts for this solicitation:

Primary Contact
James Horikawa
Construction & Maintenance Superintendent
4 Sand Island Access Road
Honolulu, Hawaii 96819
Telephone: (808) 832-0185
Cell: (808) 216-5605

INVOICING

Invoices shall be payable upon certification by the Construction & Maintenance Superintendent that the Contractor has satisfactorily completed the repairs. The Construction & Maintenance Superintendent will issue process the invoice that references the IFB number for Water Work Repair at the Oahu District Facilities. The Contractor shall furnish the required submittals with the invoice.

Contractor shall submit the invoice to the following or through email:

Department of Land and Natural Resources
Division of Boating and Ocean Recreation
Oahu District
4 Sand Island Access Road
Honolulu Hawaii 96819

A "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system is required for payment or the individual certification of compliance from the corresponding agencies. The Bidder must be compliant from for entire duration of the contract to receive payment.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The State shall confirm that the goods, materials, or services were received in satisfactory condition before certifying the invoices.

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this contract to any subcontractor unless the Contract Administrator has given prior written approval.

INSPECTION

The State retains the general right of inspection by a designated representative to judge, whether in the State's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply; the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered to the State, upon request in writing by the Contract Administrator.

LIQUIDATED DAMAGES

Liquidated damages are fixed at the sum of One Hundred and Fifty DOLLARS (\$150.00) per each calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and AG-008 General Conditions herein, in addition to the recourse stated in the AG-008 General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

TERMS AND ACRONYMS USED HEREIN

Contract Officer	=	The contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813: P. O. Box 119, Honolulu, Hawaii 96810-0119.
DLNR	=	Department of Land and Natural Resources, located at 1151 Punchbowl Street, Room, 130, Honolulu, Hawaii 96813
DBOR	=	Division of Boating and Ocean Recreation, located at 4 Sand Island Access Road, Honolulu, Hawaii 96819
Bidder, Offeror or Contractor	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
CA	=	Contract Administrator
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules

HCE	=	Hawaii Compliance Express
GC	=	General Conditions, revised August 2, 2008
IFB	=	Invitation for Bid
RFQ	=	Request for Quote
Project Assignment	=	The assignment number that the State assigns to the project to identify and track each incident.
GET	=	General Excise Tax
HIePRO	=	Hawaii Electronic Procurement System

AUTHORITY

This IFB is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office’s applicable Directives, Circulars, and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

HAWAII PRODUCTS PREFERENCE

The Contract is subject to preference for Hawaii Products established by Section 103D, Hawaii Revised Statutes. The Hawaii Product List may be examined at the State Procurement Office.

APPRENTICESHIP AGREEMENT PROGRAM PARTICIPATION PREFERENCE

This Contract is subject to the Apprenticeship Agreement Participation Preference. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. “Employ” means the employment of a person in an employer-employee relationship.

CONTRACT ADMINISTRATOR

The Contract Administrator is James Horikawa, State of Hawaii, Department of Land and Natural Resources, Division of Boating and Ocean.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar

work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

The Bidder shall compare the State employee position descriptions with the Bidder's employee position descriptions to determine if it is like the positions performed by public employees. The position descriptions and compensation rates can be found at <http://hawaii.gov/hrd>. The Bidder should consider the wage rates when preparing a quote.

ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled, or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §3-122-95 through §3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR, and shall not be disclosed to any individual or organization without the prior written approval of the State.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an RFQ, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or like those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

END OF NOTICE TO BIDDERS

INFORMATION AND INSTRUCTIONS TO BIDDERS

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INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. **PROJECT LOCATION AND SCOPE OF WORK:** The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. **SEALED PROPOSALS Bidders** shall submit their “Sealed Bid”, including the completed proposal form, and any other documents required by the solicitation through the State of Hawaii electronic procurement system.
- C. **GENERAL CONDITIONS:** The AG-008 shall become part of these contract specifications and are referred to hereafter as the General Conditions.
- D. **PROPOSAL FORM:** **The Bidders shall fill out and upload the electronic copy of the proposal form to the HiePro website when submitting the bid. The successful Bidder shall fill the Proposal form, sign and submit the form with contract award package. Any field in the form that is not applicable shall be filled with “not applicable” or “NA”. The State cannot accept Proposal that are not filled. If there are fields of the Proposal form that is not filled in the State will consider the Proposal not responsive.**
- E. **OMISSIONS OR ERASURES:** Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. **NOTICE OF INTENT TO BID AND QUESTIONNAIRE:** A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a standard questionnaire. When required, the completed questionnaire shall be submitted to the Contract Administrator for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. **BID SECURITY:** Bid security is required.
- H. **CONTRACTOR'S LICENSE REQUIRED:** The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto. This project will require a Contractor’s Class “A” License.
- I. **IRREGULAR BIDS:** No irregular bids or propositions for doing the work will be considered by the Board.
- J. **WITHDRAWAL OF BIDS:** No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. **SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS:** The Successful Bidder shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the total estimated Contract price if the total price is more than fifty thousand dollars (\$50,000.00), including an amount estimated to be required for extra work.

The start date of the bond shall be the date that the Successful Bidder receives the Notice to Proceed. The duration of the performance and payment bonds is for at least for the duration of the contract

unless the execution of the Contract is delayed, or the State and the Bidder agree to a Contract extension. In either of those cases the Contract Administrator shall inform the successful bidder of the estimated end date of the bond.

- L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If requested by the Board, the original signed and notarized copy of the Contract. Performance and payment bonds and all other document the State includes in the contract award package shall be executed.
- M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and/or specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Contract Administrator.

The Contractor shall clearly identify and inform the Contract Administrator in writing of any deviations from the contract documents at the time of submission and shall obtain the Contract Administrator's written approval to the specified deviation prior to proceeding with any work.

- N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Contract Administrator. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Contract Administrator.

- O. PERMITS: The State will process permit applications whenever possible, and the CONTRACTOR shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.
- P. PROPERTY DAMAGE: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

- Q. TIME: The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

The Contract is for one (1) year. The Contractor shall complete each Project Assignment under the contract within three (3) days.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

- R. BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE: The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

- S. LIQUIDATED DAMAGES: Liquidated damages in the amount specified in the Proposal will be assessed for each calendar day from and after the expiration of the time period stated in the Contract for the completion of the project.
- T. HIRING OF LOCAL LABOR: The Contractor shall hire local labor whenever practicable.
- U. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.
- V. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall always conduct operations with due regard to the convenience and safety of the public. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares, and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- W. CONTRACT ADMINISTRATOR TO VERIFY COMPLETION: The Contractor can invoice the Project Assignment when completed. The Contract Administrator or her representative shall verify completion of the Project Assignment before processing the invoice.
- X. AS-BUILT DRAWINGS: As-built drawings are not required for this solicitation.
- Y. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free

- Z. WORKER SAFETY: The Contractor shall provide, install, and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- AA. TOILET FACILITIES: The Contractor is not required to furnish separate toilets. All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged.
- BB. SIGNS: Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Contract Administrator for the purpose of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic.
- CC. FIELD OFFICE AREA FOR DEPARTMENT: The field office is not included in this solicitation.
- DD. QUANTITIES: All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- EE. OTHER HEALTH MEASURES: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- FF. HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT: Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.
- GG. COMPLIANCE WITH ACT 190, SHL 2011, (SB 758) Amendment to HRS § 103D-310(c)
All procurements \$2,500.00 or more will require Hawaii Compliance Express (HCE) proof of vendor compliance prior or individual compliance documents from the respective agencies. If the HCE certificate or individual compliance documents are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award.