

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

SPECIFICATIONS AND PROPOSAL  
FOR THE OPERATING AND MAINTAINING  
OF THE WASTEWATER TREATMENT PLANT  
HILO INTERNATIONAL AIRPORT  
HILO, HAWAII  
PROJECT NO. BH1322-33

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NOTICE TO BIDDERS  
(Chapter 103D, HRS)

SEALED BIDS for OPERATING AND MAINTAINING OF THE  
WASTEWATER TREATMENT PLANT, HILO INTERNATIONAL AIRPORT, HILO,  
HAWAII, PROJECT NO. BH1322-33, will begin as advertised 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>.

Deadline to submit bids is March 30, 2023, at 2:00 p.m. Hawaii Standard Time. Bids received after said due date and time shall not be considered.

The scope of work consists of daily operation and maintenance of the wastewater treatment plant, a pneumatic lift station, and aircraft waste reduction station at Hilo International Airport, Hilo, Hawaii.

To be eligible for the award, bidders must possess a valid State of Hawaii Specialty Contractor's "C-37", or "C-37e" license at the time of the bid.

ALL requests for information shall be received in writing via HiePRO prior to the Question Due Date in General Information of the HiePRO solicitation. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response.

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.

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

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 Ms. Maritez Arca Marquez, State Project Manager of the Airports Division, by phone at (808) 838-8808 or by email at [maritez.a.marquez@hawaii.gov](mailto:maritez.a.marquez@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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EDWIN H. SNIFFEN  
Director of Transportation

Posted:

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

S P E C I A L      P R O V I S I O N S

**2023**

## SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

A. SECTION 1 - DEFINITION AND TERMS is amended as follows:

1. The following definition shall be deleted in its entirety and replace with the following:

"1.33 SUBCONTRACTOR - An individual, partnership, firm, corporation, 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. SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS is amended as follows:

1. 2.3 PROPOSAL GUARANTY is deleted in its entirety.

2. 2.4 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

"2.4 DELIVERY OF PROPOSALS - The bidder shall submit the proposal in HIePRO. Bids received after said date and time shall not be considered. Original bid documents do not have to be submitted. Award will be made based on proposals submitted via HIePRO."

3. 2.5 WITHDRAWAL OF PROPOSALS is amended by replacing The entire subsection with:

"2.5 WITHDRAWAL OF PROPOSALS - A bidder may withdraw or revise a proposal after the bidder submits the proposal in HIePRO. Withdrawal or revision of proposal must be completed before the time set for receiving of bids."

4. 2.6 PUBLIC OPENING OF PROPOSALS is not applicable.

5. Add the following to the end of the section:

"2.9 CERTIFICATION FOR PERFORMANCE OF SERVICES - Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, each bidder is

required to submit the attached "Certificate for Performance of Services" in the event the bidder submits a bid in excess of \$25,000.00. This certificate must be submitted to said Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before the scheduled bid opening time.

As of the bid opening date, salaries of State employees performing work similar to the work called for under this contract are as follows:

<u>Class</u>	<u>Salary Range</u>	<u>Minimum Hourly Rate</u>
Wastewater Treatment Plant Operator I	BC-10	\$32.27
Lead Wastewater Plant Maintenance Mechanic	WS-12	\$36.78
Wastewater Plant Maintenance Supervisor I	F1-12	\$39.02

The above information is provided to the Contractor for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated. It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages, which must be paid personnel working on this project at all times. Information on the status of Bargaining Unit (BU) contracts can be obtained from the Airports Division, Personnel Management Office, (808) 838-8619.

Bidders are advised that they are not restricted to hire only those classifications of employees as listed, but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, and as may be according to the bidder's common hiring practice. However, the principal duties of employees other than those listed hereinabove working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the Contractor must compensate such employee(s) at a rate which is no less than that of the equivalent State employee."

C. SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY is amended as follows:

7.8 LABOR AND COMPENSATION REQUIREMENTS - is amended by replacing the first two paragraphs with the following:

Pursuant to Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, 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.

Additional information on the requirements of Section 103-55, H.R.S. may be obtained at [http://www.capitol.hawaii.gov/hrscurrent/Vol102\\_Ch0046-0115/HRS0103/HRS\\_0103-0055.htm](http://www.capitol.hawaii.gov/hrscurrent/Vol102_Ch0046-0115/HRS0103/HRS_0103-0055.htm)

Add the following subsection:

"7.10 SPECIAL REQUIREMENTS FOR CONTRACTOR'S OPERATIONS IN THE AIRPORT OPERATIONAL AREAS (AOA) - The Contractor shall conform with the applicable sections of the State Airports Division Rules and Regulations pertaining to its access and operation in the AOA hereinafter described as follows:

A. Comprehensive General Liability Insurance - The Contractor shall obtain and maintain during the course of work, insurance coverage as specified by Section 7.9.

B. Authorized Vehicles

1. Only vehicles considered safe and necessary for the performance of this contract shall be allowed to operate in the AOA.
2. All authorized vehicles shall be identified with the Contractor's company name on each side with letters not less than four (4) inches in height or a logo no less than six (6) inches in height.
3. As a condition to enter and operate in the AOA, the Contractor shall obtain insurance coverage as required by Section 7.9.



4. The Contractor's operations on, over, across, and/or immediately adjacent to any runway and/or taxiway at a towered airport may require the use of a two-way radio communication. The Contractor shall obtain the necessary equipment at its own expense.
5. No person shall operate a motor vehicle on the AOA without personally possessing a current Motor Vehicle Operator's Permit issued by the Airport Manager to that person.
  - 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.

C. Airport Operational Area Identification Badge - Contractor's employees requiring entrance to the AOA must apply and obtain identification badges through the Airport Security Office.

1. All persons employed under this contract who have unescorted access to the AOA shall have background checks (to the extent permitted by law) including at a minimum, references and prior employment histories by the employees relating to employment in the preceding ten (10) years.
2. As a condition in the issuance of AOA Identification Badges, Certification of Compliance shall be submitted with the application. The Certification shall affirm that a background check has been performed, correct and complete of those persons requiring access to the AOA. Background check records shall be maintained by the Contractor during

the course of the work and shall contain the name, address, social security number, and previous employment and the person(s) contacted to verify such employment. The records shall be made available for inspection by the State."

D. SECTION 8 - PROSECUTION AND PROGRESS is amended as follows:

Subsection 8.2 SUBCONTRACTING is amended by adding the following sentence after the first (1<sup>st</sup>) sentence in the second (2<sup>nd</sup>) paragraph:

"The Contractor, however, shall perform with its own organization, work amounting to not less than fifty percent (50%) of the total contract cost."

E. SECTION 9 - PAYMENT is amended by adding the following subsection:

"9.6 RELEASE OF RETAINAGE - The State may release the payments withheld (retainage) at the end of one-year term provided:

- (a) The Contractor has satisfactorily fulfilled the terms and conditions of the Contract for that one-year term.
- (b) The Contractor submits a current tax clearance certificate."

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

S P E C I F I C A T I O N S

2023

## SECTION 1 - DEFINITION AND TERMS

Whenever the following pronouns are used in these specifications, or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

1.1 ADDENDA - A written document which may be issued by the Director during the bidding period involving changes to the specifications and plans, if any, which shall be considered and made a part of the contract.

1.2 AIRPORTS DIVISION - Airports Division, Department of Transportation, State of Hawaii.

1.3 AWARD - The written acceptance of a proposal by the State.

1.4 BIDDER - Any individual, partnership, corporation or other legal entity, or combination thereof, submitting a proposal for the work contemplated, acting either directly or through a duly authorized representative.

1.5 CALENDAR DAY - Every day shown on the calendar. If no designation of calendar or working day is made, "day" shall mean calendar day.

1.6 CHANGE ORDER - A written order issued by the Director to the Contractor requiring the contract work to be performed in accordance with a change or changes that may involve an adjustment in contract time and price or requiring performance of any unforeseen work essential to complete the contract.

1.7 CONTRACT - The written agreement between the State and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the (1) notice to bidders, (2) proposal, (3) contract form and contract bond, (4) specifications, (5) special provisions and plans, if any, (6) addenda, (7) notice to proceed, and (8) change orders and agreements that are required to complete the work, all of which constitute one instrument.

1.8 CONTRACT BOND - The approved form of security, executed by the Contractor and its Surety or Sureties, guaranteeing the completion of the work in accordance with the terms of the contract, and guaranteeing full payment of all claims for labor, materials, and supplies used or incorporated in the work.

1.9 CONTRACT TIME - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.

If a calendar date is specified as the date of completion in lieu of the number of working days or calendar days, the contract shall be completed by that date.

In case the contract is for a specified period of time, the contract time shall be for said specified period of time.

1.10 CONTRACTOR - The individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.

1.11 DEPARTMENT - The State Department of Transportation.

1.12 DIRECTOR - The Director of Transportation, acting either directly or through the Director's duly authorized representative.

1.13 EQUAL OR APPROVED EQUAL - Whenever this term is used in the specifications and plans, if any, it means a brand or article pre-qualified in accordance with Section 6.2 Trade Names and Alternates and which may be used in place of the one specified.

1.14 H.A.R. or HAR - Hawaii Administrative Rules.

1.15 H.R.S. or HRS - Hawaii Revised Statutes.

1.16 HARBORS DIVISION - Harbors Division, Department of Transportation, State of Hawaii.

1.17 HIGHWAYS DIVISION - Highways Division, Department of Transportation, State of Hawaii.

1.18 HOLIDAYS - The days which are set apart and established as State holidays pursuant to Section 8-1, H.R.S.

1.19 INSPECTOR - The Director's authorized representative assigned to make detailed inspections of contract performance and materials supplied.

1.20 NOTICE TO BIDDERS - The public announcement, as required by law, inviting proposals for the work to be performed or materials to be furnished.

1.21 NOTICE OF FINAL ACCEPTANCE - Written notice from the Director to the Contractor that the entire contract has been completed in all respects in accordance with the specifications and plans, if any, and any changes thereof previously approved by the Director.

1.22 NOTICE TO PROCEED - Written notice from the Director to the Contractor advising the Contractor of the date on which he is to begin the prosecution of the work.

1.23 PLANS - The contract drawings approved by the Director which show the location, character, dimensions and details of the work to be done and shall be a part of the contract.

1.24 PROCUREMENT OFFICER - The Director's duly authorized representative including project managers, project engineers and contract administrators assigned to prepare, evaluate and administer contracts for the purchasing of goods and services.

1.25 PROPOSAL (OR BID) - The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

1.26 PROPOSAL FORM - The approved format prepared by the Department or a facsimile thereof on which bids for the work must be prepared and submitted. (Reasonable facsimile acceptable for bidding.)

1.27 PROPOSAL GUARANTY - The security furnished with a proposal to guarantee that the bidder will enter into the contract and furnish all other requirements if the bidder's proposal is accepted.

1.28 QUALIFICATION QUESTIONNAIRE - The specified forms on which the bidder shall furnish required information as to the bidder's ability to perform and finance the work.

1.29 S.L.H. or SLH - Session Laws of Hawaii.

1.30 SPECIAL PROVISIONS - Revisions to the specifications. The specific clauses setting forth conditions or requirements peculiar to the project under consideration which are not thoroughly or satisfactorily stipulated in these specifications.

1.31 SPECIFICATIONS - The directions, provisions, and requirements pertaining to the method and manner of performing the work and to the quantities and qualities of materials to be furnished under the contract.

1.32 STATE - The State of Hawaii.

1.33 SUBCONTRACTOR - An individual, partnership, corporation, other legal entity, or any combination thereof, that enters into an agreement with the Contractor to perform a portion of the work for the Contractor.

1.34 SUPERINTENDENT - The Contractor's representative who is responsible for and in charge of the work.

1.35 SURETY - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor and guaranteeing performance by the Contractor.

1.36 TITLES (OR HEADINGS) - The titles or headings of the Sections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation. Unless otherwise indicated, whenever the word "Section" is used, reference is being made to a Section in these specifications.

1.37 WORK - The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of the project and the execution of all the duties and obligations imposed by the contract.

1.38 WORKING DAY - Any day, except Saturdays, Sundays and State holidays.

## SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 QUALIFICATION OF BIDDERS - Prospective bidders must be capable of performing the work for which bids are called.

In accordance with Section 103D-310, HRS, the Department may require any prospective bidder to submit answers to questions contained in the "Standard Qualification Questionnaire for Prospective Bidders on Public Works Contracts" on the form furnished by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment. Whenever it appears to the Department, from answers to the questionnaire or otherwise, that the prospective bidder is not fully qualified and able to perform the intended work, the Department will, after affording the prospective bidder an opportunity to be heard and if still of the opinion that the bidder is not fully qualified to perform the work, refuse to receive or consider any bid offered by the prospective bidder. All information contained in the answers to the questionnaire shall be kept confidential. Questionnaire so submitted shall be returned to the bidders after serving their purpose.

Failure to complete the qualification questionnaire will be sufficient cause for the Department to disqualify a prospective bidder.

No person, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in payments owed to the State of Hawaii or its political subdivisions or is in default as a surety or failure to do faithfully and diligently previous contracts with the State.

2.2 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES - Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by any agent, other than the officer or officers of a corporation authorized to sign contract on its behalf or a member of copartnership, a Power of Attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.



Members of a joint venture may be requested to supply the Department with a copy of their joint venture agreement or each member of the joint venture may be required to sign the proposal.

2.3 PROPOSAL GUARANTY - A proposal guaranty (bid bond) is not required except when specifically noted in the proposal section of the bid document.

When a proposal guaranty is required with a bid, it will be specifically stated in the proposal; and no proposal totaling \$25,000 or more will be considered unless accompanied by one of the following forms of bidder's security:

- A. a deposit of legal tender; or
- B. a surety bid bond underwritten by a company licensed to issue bonds in the State of Hawaii and submitted on the standard form provided herewith; or
- C. a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
  - 1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).
  - 2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.
  - 3. The instrument shall be made payable at sight to the Department of Transportation, State of Hawaii.

According to Section 103D-323, HRS, the above shall be in a sum not less than five percent (5%) of the amount bid.

2.4 DELIVERY OF PROPOSALS - Each proposal shall be placed, together with the proposal guaranty when required, in an envelope and sealed and so marked as to indicate the identity of the project, the name and address of the bidder, and other required information and then delivered as indicated in the Notice to Bidders. Proposals will be received up to the time fixed in the Notice to Bidders for the opening of bids.

2.5 WITHDRAWAL OF PROPOSALS - Any proposal may be withdrawn at any time prior to the time fixed in the Notice to Bidders for the opening of proposals upon the filing of a written request therefore with the Department, executed by the bidder or a duly authorized representative. The withdrawal of a proposal shall not preclude a bidder from submitting a new proposal.

2.6 PUBLIC OPENING OF PROPOSALS - Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2.7 DISQUALIFICATION OF BIDDERS - Any of the following reasons may be considered as being sufficient grounds for the disqualification of a bidder and the rejection of his proposal or proposals.

A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.

B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until such participant shall have been reinstated as a qualified bidder.

C. Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to Section 84-15, H.R.S.

D. Lack of proposal guaranty.

E. Unsigned proposal or proposal not signed in ink by person or persons legally authorized to submit a proposal on behalf of the bidder.

2.8 MATERIAL GUARANTY - The bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the prosecution of the work, together with samples. Such samples may be subjected to tests to determine their quality and fitness for the work.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT - The State reserves the right to reject any and all proposals and to waive any defects as may be deemed to be in the best interest of the public.

The award of contract, if it be awarded, will be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The successful bidder will be notified, by letter mailed to the address shown in its proposal, that its proposal has been accepted and it has been awarded the contract.

**Requirement for award.** To be eligible for award, the apparent low Bidder will be contacted to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be submitted to the Department as soon as possible. If a valid certificate/clearance is not submitted on a timely basis for award of a contract, a Bidder otherwise responsive and responsible may not receive the award.

**A. Tax Clearance.**

Pursuant to §103D-310(c), 103-53 and 103D-328, HRS, the successful bidder shall be required to submit a certified copy of its tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its compliance with Chapter 237, HRS. A tax clearance is valid for six (6) months from the most recent approval stamp date on the tax clearance and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date.

FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

<http://www.hawaii.gov/tax/>

To receive DOTAX Forms by fax or mail, phone (808)587-7572 or 1-800-222-7572.

The application for the Tax Clearance Certificate is the responsibility of the bidder, and must be submitted directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

**B. DLIR Certificate of Compliance.**

Pursuant to §103D-310(c), HRS, the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR) to demonstrate its compliance with unemployment insurance (Chapter 383, HRS), workers' compensation (Chapter 386, HRS), temporary disability insurance (Chapter 392, HRS), and prepaid health care (Chapter 393, HRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. For certificates which receive a "pending" approval stamp, a DLIR approval stamp is required prior to the issuance of the Notice to Proceed.

FORM LIR#27, APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the following website:

[www.hawaii.gov/labor](http://www.hawaii.gov/labor)

More information is available by calling the DLIR Unemployment Insurance Division at (808) 586-8926.

Inquiries regarding the status of a LIR#27 Form may be made by calling the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder, and must be submitted directly to the DLIR. The approved certificate may then be submitted to the Department.

**C. DCCA Certificate of Good Standing.**

Pursuant to §103D-310(c), HRS, the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) to demonstrate that it is either:

- (1) incorporated or organized under the laws of the State; or
- (2) registered to do business in the State as

a separate branch or division that is capable of fully performing under the contract.

A Certificate of Good Standing is valid for six (6) months from the approval date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a Certificate of Good Standing. Bidders are advised that there are costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line Services at the following website:

[www.hawaii.gov/dcca/](http://www.hawaii.gov/dcca/)

The application for the Certificate of Good Standing is the responsibility of the bidder, and must be submitted directly to the DCCA. The approved certificate may then be submitted to the Department.

3.2 CANCELLATION OF AWARD - The State reserves the right to cancel the award of any contract any time before the execution of said contract by all parties without any liability to the successful bidder or any other bidder.

3.3 RETURN OF PROPOSAL GUARANTY - All proposal guaranties, except those of the lowest two (2) bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the second lowest bidder, if not a bid bond, will be returned within ten (10) calendar days following execution of contract by the successful bidder. The successful bidder's proposal guaranty, if not a bid bond, will be returned after a satisfactory contract bond has been furnished and the contract has been executed.

3.4 REQUIREMENT OF CONTRACT BOND - Only when required by the proposal, the successful bidder at the time of the execution of the contract shall file good and sufficient performance and payment bonds on the forms furnished by the Department, or a facsimile thereof, conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and also for the prompt payment to all others for all labor and materials furnished by them to it and use in the prosecution of the work provided for in such contract,

in the manner, form and amount required by Section 3-122-224(b)(2), H.A.R., which bonds shall be in an amount equal to fifty per cent (50%) of the contract price, including amounts estimated to be required for extra work, or in the case of price-term, open-end, or requirements contract under which the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is to be awarded, the bond amounts shall be as designated in the bid documents. Such bonds shall also by their terms inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in the work so as to give them a right of action as contemplated by Section 103D-324, H.R.S.

The bidder shall limit the acceptable performance and payment bonds to the following:

- (a) Legal tender; or
- (b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or
- (c) A certificate of deposit; share certificate,; cashier's check; treasurer's check; teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).

2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00) more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.

3.5 EXECUTION OF CONTRACT - The contract and the "Certificate for Performance of Services", similar to a copy of the same annexed hereto, shall be executed by the successful bidder and returned, together with the contract bonds, when required, within ten (10) days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and

the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.6 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract, Certificate for Performance of Services and file acceptable bonds, when required, within ten (10) days after the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

## SECTION 4 - SCOPE OF WORK

4.1 WORK TO BE DONE - The work to be done is described in the Section(s) following Section 9 of these specifications.

4.2 PERFORMANCE OF WORK - The Contractor shall employ, so far as possible, such methods and means in carrying out his work so as not to cause any interruption, disturbance, or interference with the public.

In case the Contractor is performing work in a building, the Contractor shall conduct the work in such a manner so as not to cause any interruption, disturbance, or interference with the business activities of the tenants in the building.

4.3 EXTRA WORK - New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price.

### 4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

A. Change order. By a written order, at any time, and without notice to any surety, the procurement officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the State in accordance therewith;
2. Method of shipment or packing;
3. Place of delivery;
4. Changes in the work within the scope of the contract; or
5. Changes in the time of performance of the contract that do not alter the scope of work.

B. Adjustments of price or time for performance. If any change order increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the procurement officer promptly and duly make the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have



prejudiced any claim for additional compensation, or an extension of time for completion.

C. Time period for claim. Within thirty (30) days after receipt of a written change order under subsection (a) unless the period is extended by the procurement officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State or county is prejudiced by the delay in notification.

D. Claim barred after final payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

E. Other claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim as under the contract or for breach of contract.

#### 4.5 PRICE ADJUSTMENT

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

A. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

B. By unit prices specified in the contract or subsequently agreed upon;

C. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

D. In such other manner as the parties may mutually agree; or

E. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Hawaii Administrative Rules.

#### 4.6 VARIATION IN QUANTITY

Upon agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of ten (10) percent provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

## SECTION 5 - CONTROL OF WORK

5.1 AUTHORITY OF DIRECTOR - The Director shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the compensation for work performed; the interpretation of the contract and the fulfillment of the contract on the part of the Contractor. The Director's decision shall be final and the Director shall have the authority to enforce any such decision and order which the Contractor fails to carry out promptly and diligently. The Director shall have the following powers in the way of enforcement:

- A. The right to suspend the work.
- B. The right to withhold payment due the Contractor.

5.2 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS - These specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to describe and provide for the complete work.

5.3 COOPERATION OF CONTRACTOR AND DIRECTOR - The Contractor shall have available at the work site at all times, a copy of the specifications, special provisions and plans. The Contractor shall give the work constant attention to facilitate the progress thereof and shall cooperate with the Director in every way possible.

Before starting work on the project, the Contractor shall designate in writing a superintendent who shall have complete authority to represent and to act for the Contractor.

5.4 INSPECTION - The Director at all times shall have access to the work during its prosecution and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications and special provisions. All work done and all materials furnished shall be subject to the Director's inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials may have been previously overlooked by the Director and accepted or included in an estimate for payment.

Projects financed in whole or in part with Federal funds shall be subject to inspection at all times by representatives of the Federal agency involved.

5.5 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK - All work which has been rejected shall be corrected or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed the Contractor for such correction or removal and replacement. Upon failure on the part of the Contractor to comply promptly with any order of the Director, the Director may cause any rejected work to be corrected or removed and replaced and to deduct the costs thereof from any monies due or to become due the Contractor.

5.6 CLAIMS AND DISPUTES - The Contractor may give notice in writing to the Director for claims that extra compensation, damages, or an extension of time for completion is due the Contractor for one or more of the following reasons:

- A. Requirements not clearly covered in the contract, or not ordered by the Director as extra work;
- B. Failure between the State and the Contractor to agree to an adjustment in price for a contract change order issued by the State; or
- C. An action or omission on the part of the Director requiring performance changes within the scope of the contract.

The Contractor shall continue with performance of the contract in compliance with the directions or orders of the procurement officer, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- A. The notice in writing be given:
  - 1. Before the commencement of the work involved, if at that time the Contractor knows of such requirements or the occurrence of such actions or omissions; or
  - 2. Within thirty (30) calendar days after the Contractor knows of such requirements or the occurrence of such action or omission if the Contractor did not have such knowledge before the commencement of the work; or
  - 3. Within thirty (30) calendar days after receipt of the written contract change order that was not

agreed upon by both parties; or

4. Within such further time as may be allowed by the Director in writing.

B. The notice shall clearly state the Contractor's intention to make claim and the reasons why the Contractor believes that additional compensation, changes or an extension of time may be remedies to which the Contractor is entitled; and afford the Director every facility for keeping records of the actual cost of work. Failure on the part of the Contractor to give such notification or to afford the procurement officer proper facilities for keeping strict account of actual cost shall constitute waiver of the claim for such extra compensation. The filing of such notice by the Contractor and the keeping of costs by the procurement officer shall not in any way be construed to prove the validity of the claim.

The Director will review the notice and render a decision. The Director's decision shall be final and conclusive unless, within thirty (30) calendar days from the date of the decision, the Contractor mails or otherwise furnishes a written appeal to the Director. The decision of the Director shall be final. Later notification of such claims shall not bar the Contractor's claim unless the State is prejudiced by the delay in notification. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given before final payment under this contract. Any adjustment in the contract price made pursuant to this clause shall be determined according to Section 4.5 - Price Adjustment.

The provisions of this Section shall not be construed as establishing any claims contrary to the terms of Section 4.4 - Changes and Claims for Adjustment.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any state officers and any Contractors from acting in collusion or bad faith in issuing or performing contract change orders which are clearly not within the scope of the contract.

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

6.1 DEFECTIVE MATERIALS - All materials not conforming to the requirements of these specifications or the special provisions shall be considered defective and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Director. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Director. Upon failure on the part of the Contractor to comply promptly with any order to remove and replace defective materials, the Director may remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

6.2 TRADE NAMES AND ALTERNATES - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials may be designated under a trade name or the name of a manufacturer and its information catalogue. The use of alternate equipment or an article or material which is of equal quality and of the required characteristics for the purposes intended will be permitted, subject to the written approval of the Director, in accordance with the following requirements:

A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Director. Bidders requesting qualification of alternate proprietary products must submit a request to the Director for review and approval at the earliest date possible, but in any event, such request must be received at the Contracts office not later than ten (10) days before the bid opening date, not including the bid opening date.

It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Director that the alternate brand is qualified. The evidence shall be transmitted with a covering letter which shall list the evidence submitted and the items for which the substitution is requested.

If the evidence accompanying a request for substitution is insufficient to qualify a particular

model, the request shall be denied provided that further evidence may be submitted to qualify the item five (5) days prior to the bid opening date if the initial request was made prior to the deadline set above.

B. SUBSTITUTION AFTER BID OPENING - Substitution of material or equipment will not be allowed after the bid opening date except under the following unforeseen circumstances:

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.
2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.
3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

A substitution request, regardless of reason, shall be fully explained in writing by the Contractor and shall include its justification for said request, the quantities and unit prices involved, quotations and such other documents as are deemed necessary to support the request. Any savings in cost will accrue to the State and any additional cost for the substituted items will be paid by the Contractor.

The burden of proof as to the comparative quality and suitability of alternate equipment, articles, or materials shall be upon the bidder or Contractor and bidder or Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Director. The Director shall be the sole judge as to the comparative quality and suitability of alternate equipment, articles or materials and the Director's decisions shall be final.

The above shall not be construed to mean that substitution for brand name specified materials and equipment will be allowed; the Director reserves the right to deny any request he deems irregular or not in the best interest of the State.

6.3 ASSIGNMENT OF ANTITRUST CLAIMS FOR OVERCHARGES FOR GOODS AND MATERIALS PURCHASED

A. Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalation clause.

B. Contractor and owner recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the owner. Therefore, contractor hereby assigns to owner any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and any change order. In addition, contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to owner, subject to the aforementioned exception.



SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7.1 LAWS TO BE OBSERVED - The Contractor shall comply with all federal, state, city and county laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto effective as of the date of the call for sealed proposals.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any law, ordinance, rule, regulation, order or decree, the Contractor shall forthwith report the same to the Director in writing.

7.2 PERMITS AND LICENSES - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 PATENTS - The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees from all suits at law or actions of every nature, for or on account of the use of any patented materials, equipment, devices or processes.

7.4 RESPONSIBILITY FOR INJURY AND DAMAGE - The State, its officers, agents and employees shall not be held accountable in any manner for any loss or damage to the work or any part thereof, or for any of the materials and equipment used or employed in performing the work, or for any injury to any person or persons either workers or the public, or for any damage to property caused by the Contractor or its workers or any one employed by the Contractor. The Contractor shall be responsible for any liability imposed by law for any injury to any person or any damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The acceptance of the completed work of the Contractor by the Director shall not relieve the Contractor from any liability which may have accrued or may accrue as a result of the performance of the work by the Contractor. The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State, its officers, agents and employees, from all suits or actions of every name, kind and description, brought for or on account of

any injuries or damages sustained by any persons or property caused by the Contractor, its servants or agents, or by or on account of any act or omission of the Contractor or its servants or agents, regardless of whether such actions or any claim is brought against them or any one of them before or after the final acceptance of the work. In addition to any remedy authorized by law, the State may withhold payment of any money due to Contractor as shall be reasonable until disposition has been made of any suits or claims for injuries or damages.

It is not the intention of the parties to this contract to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injuries or property damage based on a contract theory of liability. In any event, the Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State from suits and claims for personal injuries or property damage where such injuries or damage are caused by the negligent acts or omissions of the Contractor, its agents or employees.

7.5 COOPERATION BETWEEN CONTRACTORS - Where two or more Contractors are employed on related or adjacent work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

7.6 CONTRACTOR'S RESPONSIBILITY FOR WORK - Until the acceptance of the contract, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expenses thereof.

7.7 NO PERSONAL LIABILITY - Neither the Director nor any other officer or authorized employee of the Department shall be personally responsible for any liability arising under the contract.

7.8 LABOR AND COMPENSATION REQUIREMENTS - Wages paid each laborer employed by the Contractor or any subcontractor shall not be less than the prevailing minimum wage rate prescribed by law.

Every laborer employed by the Contractor or any subcontractor whose rate of compensation is Five Dollars (\$5.00) or less per day shall be paid his wages weekly pursuant to Section 103-54, H.R.S.

The Contractor's attention is directed to Chapter 377, H.R.S., Hawaii Employment Relations Act; Chapter 378, H.R.S., Employment Practices; Chapter 383, H.R.S., Hawaii Employment Security Law; Chapter 386, H.R.S., Workers' Compensation Law; Chapter 387, H.R.S., Wage and Hour Law; Chapter 392, H.R.S., Temporary Disability Insurance; Chapter 393, H.R.S., Prepared Health Care Act; Chapter 396, H.R.S., Occupational Safety and Health; and Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services.

7.9 INSURANCE - Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to the Department, Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii showing full policy coverage of the Contractor.

TYPES OF INSURANCE:

A. Workers' Compensation:

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for workers compensation is the HRS 386 statutory limit.

B. Comprehensive Automobile Liability:

The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess

policies.

C. Commercial General Liability:

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregates. The General liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

All policies must provide that 30 days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.

Such insurance when accepted by the Director in writing shall become applicable and shall remain unmodified throughout the entire term of the contract and in no event shall be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the State. Such insurance aforementioned shall cover the State for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including other work performed outside of the work area, and all change orders.

Any delay in the submission and approval of insurance certificates shall not be justification of or grounds for a request by the Contractor postponing the issuance of a notice to proceed notwithstanding the fact that the Contractor shall not be allowed to proceed with the work until said certificates are submitted and approved.

Failure to obtain insurance in accordance with the Section, on the part of the Contractor, shall be considered a major breach of the contract; and should the State be forced to expend funds which would have been covered under the insurance, the Contractor agrees to assume the liability for such funds and to indemnify and hold the State harmless.

## SECTION 8 - PROSECUTION AND PROGRESS

8.1 NOTICE TO PROCEED - A "Notice to Proceed" letter will be written to the Contractor by the Director. Such letter will indicate the date the Contractor is to begin work and from which date the contract time will commence to run.

The Contractor shall diligently perform the required duties during the term of the contract, or if the work is to be completed within a specified time limit, the Contractor shall diligently prosecute the work to completion within the specified time limit.

8.2 SUBCONTRACTING - The Contractor shall give its personal attention to the fulfillment of the contract and shall keep the work under its control.

Subject to Section 103D-302, H.R.S., the Contractor may subcontract a portion of the work pursuant to the provisions of this section, but the Contractor shall be primarily responsible for the work so subcontracted. The Contractor shall not subcontract any work to any subcontractor who has been suspended by the State.

Before any work is started under a subcontract, the Contractor shall have the written approval of the Director on a written statement on forms furnished by the Department, indicating the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be so subcontracted and showing that the subcontractors are particularly experienced and equipped to do the work subcontracted. The Contractor shall give assurance that the minimum wage rate schedule as stated in the contract shall apply to labor performed on the work so subcontracted. Consent of the Director to the subcontracting of work shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

When any portion of the work which has been subcontracted by the Contractor is not prosecuted in a manner satisfactory to the Director, the Contractor, upon receipt of a notice thereof in writing from the Director, shall remove the subcontractor immediately from the project and the subcontractor shall not again be employed on the work.

8.3 ASSIGNMENT OF CONTRACT - The performance of the contract may be assigned only with the prior written consent of the Director and when applicable, the Contractor's surety. Consent to any assignment shall not relieve the Contractor or the Contractor's surety of any obligations of the contract.

8.4 INSUBORDINATION - If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Director or shall appear to the Director to be incompetent or to act in a disorderly or improper manner, the subcontractor or person shall be removed immediately upon request by the Director and shall not again be employed on the work, nor shall it be employed upon any other Department project currently under contract to the same Contractor or subcontractor.

8.5 TEMPORARY SUSPENSION OF WORK

A. Order to stop work. The Director, may, by written order to the contractor, at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this section. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either:

1. Cancel the stop work order; or
2. Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.

B. Cancellation or expiration of the order. If a stop work order issued under this section is canceled or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly; if:

1. The stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
2. The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such

action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.

D. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

8.6 LIQUIDATED DAMAGES - It is mutually understood and agreed by and between the parties to the contract that the performance by the Contractor of its duties every calendar/working day is an essential part of the contract and in case of failure on the part of the Contractor to perform its duties for the time specified in the contract, the State will be damaged thereby and the amounts of said damages being difficult, if not impossible of definite ascertainment and proof, shall be estimated, agreed upon and fixed at the sum shown in the proposal for each and every calendar/working day that the Contractor fails to perform its duties during the period the contract is in effect; and the Contractor shall pay the liquidated damages as provided for in the proposal and, in case the same are not paid, the Department may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

#### 8.7 DEFAULT AND TERMINATION OF CONTRACT

A. Termination by Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Director, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Director may procure similar goods or services in the manner and upon terms deemed appropriate by the Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring

similar goods or services.

1. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State or county has an interest.

2. Compensation. Payment for completed goods delivered and accepted by the State shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the contractor's rights under chapter 3-126, HAR. The State may withhold from amounts due the contractor such sums as the Director deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

3. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance, if the contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were unreasonably obtained from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Director shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was



occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

4. Erroneous termination for default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of the clause, or that the delay was excusable under the provisions of paragraph 3 above, Excuse for nonperformance or delayed performance of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

5. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

B. Termination for convenience. The Director may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Director shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

1. Contractor's obligation. The contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Director may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Right to goods. The Director may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Director:

- a. Any completed goods; and
- b. The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights hereinafter called "manufacturing material," as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The Contractor shall, upon direction of the Director, protect and preserve property in the possession of the contractor in which the State has an interest. If the Director does not exercise this right, the contractor shall use the Contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the State has breached the contract by exercise of the termination for convenience clause.

3. Compensation:

- a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with subparagraph c. below.
- b. The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of goods and manufacturing materials under paragraph (2) of this clause, and the contract price of the work not terminated.

c. Absent complete agreement under subparagraph b above, the Director shall pay the Contractor the following amounts, provided payments agreed to under subparagraph b shall not duplicate payments under this subparagraph for the following:

(i) Contract prices for goods or services accepted under the contract;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph 1 of this clause. These costs must not include costs paid in accordance with subparagraph (ii) above.

(iv) The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement cost of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph b of this paragraph, and the contract price of work not terminated.

d. Cost claimed, agreed to, or established under subparagraphs b and c shall be in accordance with chapter 3-123, HAR. bearing on such claim.

8.8 FINAL INSPECTION - Upon notice from the Contractor of the completion of the work or contract, the Director shall make an inspection. If the contract is found completed to the Director's satisfaction, such inspection shall constitute the final inspection and acceptance of the work.

If the work is unsatisfactory in whole or in part, the Director shall notify the Contractor of the work necessary for final completion and acceptance and the Contractor shall forthwith perform the work required by the Director. Upon performance of such required work by the Contractor, another inspection shall be made which shall constitute the final inspection if the work is completed satisfactorily.

Within ten (10) days after final inspection and acceptance of the work, or as soon thereafter as is practicable, the Contractor shall be notified by the Director in writing of such acceptance.

8.9 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The contract will be considered complete when all work has been completed, the final inspection made, the work accepted by the Director, and the final estimate paid. The Contractor will then be released from further obligation except as set forth in the contract and bond, when applicable.

## SECTION 9 - PAYMENT

9.1 SCOPE OF PAYMENT - The Contractor's bid price shall be inclusive of all costs, direct or indirect, including all taxes, required for the fulfillment of the contract.

Contract payments to the Contractor by the State shall be full payment for the furnishing of all labor, tools, equipment, and other incidentals, including all taxes, necessary for performing all work and services contemplated and embraced under the contract.

9.2 RETAINAGE/DEDUCTION FROM PAYMENT - The Director may at any time retain or deduct out of any sums due the Contractor to cover claims of the State against the Contractor, or such sums sufficient to cover any unpaid claims of others supported by sworn statements filed in the office of the Director, without any liability for damages, interest or otherwise to the Contractor for such retention or deduction.

Provided the work of the Contractor is progressing satisfactorily in the judgment of the Director and in accordance with the provisions of this contract, monthly payments, less five percent (5%), will be made to the Contractor. The amount of such monthly payments shall be determined by the Director based on the Director's estimate of the items of work performed and materials incorporated in the work and the value therefor at the unit prices or lump sum prices set forth in the contract. All monthly payments are shall be subject to correction at any time prior to or in the final payment.

At any time after fifty per cent (50%) of the work has been completed, if the State determines that the work contracted to be performed is progressing satisfactorily, the State may make any of the remaining monthly payments in full.

If the Director finds that unsatisfactory progress is being made, the State may, from the beginning of such unsatisfactory progress, withhold any amount up to five per cent (5%) of any subsequent monthly payment.

9.3 ASSIGNMENT OF PAYMENTS - All monies payable under the contract, or any part thereof, shall be paid to the Contractor in accordance with the provisions of this Section and no assignment or order executed by the Contractor directing payment of any portion or all of such funds to any other person or persons shall be recognized by the State unless such assignment or order specifies the amounts to be so paid and the purposes for which the assignment or order is given. Such assignment or order shall have attached thereto, by endorsement or otherwise, the consent of the surety, when

applicable. No such assignment or order shall be binding on the State.

Any assignment of money shall, however, be subject to all proper set-offs in favor of the State, to all deductions provided for in the contract and to all liens and rights conferred by law on the State. All money withheld, whether assigned or not, shall be subject to being used by the State for the completion of the work in the event of the Contractor's default.

9.4 PROGRESS PAYMENTS - Payments under this contract shall be made only upon submission by the Contractor of an original invoice and 2 copies. The invoice shall specify the amount due less retainage and shall also certify that services requested under the contract have been performed by the Contractor according to the contract.

9.5 FINAL PAYMENT - Final payment will only be made after the Contractor receives final acceptance by the Director as provided in Section 8.8, and until the Contractor has filed with the Department the following:

A. Consent of the surety, when applicable, to payment of the final estimate;

B. Satisfactory evidence by affidavit that all debts resulting from the contract have been fully paid or satisfactorily secured;

C. A current "Certificate of Vendor Compliance" issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor's compliance with (a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service; (b) Chapters 383, 386, 392, and 393, HRS; and (c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

The filing of willfully false affidavits will disqualify the Contractor from bidding on future work of the Department.

SECTION 10 - OPERATING AND MAINTAINING OF THE WASTEWATER TREATMENT PLANT

10.1 SCOPE OF WORK - The Contractor shall operate and maintain one packaged wastewater treatment plant, packaged lift station, and aircraft sewage reduction station at Hilo International Airport, Hilo, Hawaii.

10.2 CONTRACTOR AND PERSONNEL QUALIFICATION

A. Contractor Qualifications

1. At the time of the bidding, the Contractor shall have at least one of the following valid State of Hawaii Specialty Licenses: "C-37" Plumbing Contractor or "C-37e" Treatment and Pumping Facilities Contractors License.
2. The Contractor shall have a minimum of two (2) years experience in the field of wastewater equipment operation and maintenance services.
3. The Contractor shall possess the necessary business and tax licenses to conduct business in the State of Hawaii.

B. Personnel Qualifications

1. Personnel performing repairs and maintenance shall be qualified mechanics and electricians with a minimum of two consecutive years experience in repairing and maintaining similar type equipment as indicated in these specifications.
2. Personnel who will be in direct responsible charge of operating the wastewater treatment plant shall possess a valid certificate as a Grade II or higher Wastewater Treatment Plant Operator by the Board of Certification of Operating Personnel in Wastewater Treatment Facilities, Department of Health, State of Hawaii.
3. Personnel assigned to this job shall be qualified in their respective responsibilities; that is, operators shall be certified and repairs shall be performed by qualified mechanics or electricians.

4. The successful bidder shall submit documented evidence of personnel qualifications to the State seven (7) working day upon receipt of request from the State, prior to award of this contract.
5. Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel or excessively high turnover of personnel assigned to this project, shall constitute a breach of this contract.

10.3 WORK SCHEDULE - Within seven (7) days after award of this contract, the Contractor shall submit to the Director, a proposed schedule of inspection, testing, operation, preventive maintenance and operations and maintenance records system, all in sufficient detail to show its adequacy in fulfilling the terms of this contract. Sample inspection forms are provided with these specifications.

The term "normal working days" and "regular working hours" as used in this contract shall mean "7:00 a.m. to 3:30 p.m., Monday through Friday, except State holidays."

The Contractor shall maintain a daily operating and maintenance log at the wastewater treatment plant, lift station and aircraft sewage reduction station. All test data, abnormalities, trouble calls and time of day in and out of the plant shall be recorded on the approved log forms. Operating and maintenance records shall be kept at a location designated by the Airport Manager and shall be available for inspection by authorized personnel.

The Contractor shall record all maintenance and repair work on the equipment specified in this contract and shall submit such records to the Manager within one (1) day after completion of the repairs of weekly, monthly, quarterly, and semi-annual maintenance services.

The Contractor shall adhere to the following schedule in the performance of this contract:

- A. Daily and weekly operating and maintenance tasks shall be performed on a consistent schedule.
- B. Monthly maintenance tasks shall be performed on normal working days on a consistent schedule during the last



five (5) days of the month or as scheduled by the Airport Manager.

- C. Quarterly maintenance tasks shall be performed during the months of March, June, September and December.
- D. Semi-annual maintenance tasks shall be performed during the months of June and December.

10.4 OPERATIONS AND MAINTENANCE SERVICES - The Contractor shall perform all necessary operations, maintenance and repair services necessary for the continuous and proper functioning of the packaged wastewater treatment plant, lift station and aircraft sewage reduction station, as described in these specifications.

Equipment

Treatment Plant

Chicago Pump  
Duplex Model SL-131  
Design Capacity: 20,000 GPD each

Lift Station

Smith & Loveless  
DU-O-JECT  
Design Capacity: 75 GPM @ 31' TDH

Aircraft Sewage Reduction Station

Chicago Pump  
Comminutor Model 25A

- A. Operations - The Contractor shall operate each packaged wastewater treatment and pump station as designed and in accordance with approved practices and the following guidelines:

- 1. Daily visitation to the wastewater treatment plant and lift station to perform the specified operational and maintenance tasks. A daily (every calendar day of the year) visitation is a minimum requirement by the Contractor. In the event that operational changes are deemed necessary, adjustment to the daily visitation requirement shall be negotiated.

2. Recommend changes (additions/deletions of specified tasks) in the operation and maintenance of the treatment plant and appurtenances for proper operation.
  3. Prepare recommended spare parts list for the treatment plants, lift station and sewage reduction station based upon actual operating and maintenance experience. This includes acquisition, custody and replenishment of all spare parts to be reimbursed by the State.
  4. Ensure that the treatment plant, lift station, and reduction station are properly operating as designed by performing basic operation and maintenance tasks specified herein.
  5. The Contractor is expected to operate the plant in a manner that optimizes waste digestion and minimizes excess sludge production. The Contractor shall be reimbursed for excess sludge production up to a maximum amount of 68,000 gallons at 5% solids from the facultative basins. The cost of removing sludge from the system in excess of the initial 68,000 gallons shall be borne by the Contractor (i.e., pumping, drying, hauling, disposal, any required labor, and necessary equipment rentals).
- B. Maintenance - The Contractor shall provide all labor, equipment, tools, and materials necessary to maintain the treatment plant, lift station and aircraft sewage reduction station in accordance with the manufacturer's recommendations and as specified herein.

The Contractor shall maintain all accessible equipment, piping and appurtenances within the wastewater treatment plant fences enclosures, the packaged lift station and the aircraft sewage reduction plant. The State shall maintain the security fencing, paved areas, and landscaping, and provide and pay for all water and electricity to the equipment.

1. Treatment Plant

Daily

- a. Clean accumulated solids from inlet sewer screen and trough.
- b. Clean any grease and floating solids from walls and water surface of aeration and settling tanks.
- c. Check all equipment to see if it is operating properly and if any fuses or breakers are tripped.
- d. Clean all growths and accumulated solids from weirs and pipe inlets.
- e. Check to see if diffusers and aerators are all working properly and not plugged.
- f. Check to see if air lift sludge return pump or skimmer is clogged or about to clog and clean as necessary.
- g. Adjust sludge return flow and skimmer flow to correct levels (approximately 1/3 full).
- h. Turn on froth control spray only when excessive foaming is present.
- i. Conduct thirty-minute settling test of samples from aeration tank.
- j. Run pH and dissolved oxygen test.
- k. Fill in check list and service log and note discrepancies.
- l. Record reading of discharge into wells.
- m. Keep the sewage at optimum chemical balance to facilitate digestion of the waste. Contractor will be reimbursed only for his invoice cost excluding taxes, including shipping charges, plus 20% for overhead, profit, taxes, and other incidental expenses.

Weekly

- a. Check and refill oil level in blowers. Use SAE 30 weight oil.
- b. Check time setting on time clocks and adjust if necessary.
- c. Gently scrape walls and hoppers of settling tank and check for proper sludge return. Do not agitate sludge in clarifier.
- d. Clean all accumulated trash and weeds from around plant and equipment.
- e. Conduct thirty-minute settling test of samples from clarifier.
- f. Fill in service log and report discrepancies.

#### Monthly

- a. Check and clean intake sewer manhole and influent splitter box.
- b. Lubricate blower bearings with high temperature ball bearing grease.
- c. Check and adjust V-belt tension. Replace belts when worn.
- d. Check and clean air intake filters.
- e. Fill in service log and report discrepancies.

#### Quarterly

- a. Change oil in blowers. Use SAE 30 weight oil.
- b. Fill in service log and report discrepancies.

#### Semi-Annually

- a. Check and clean electrical contactors.
- b. Wire brush and touch-up paint all rusted metal surfaces.
- c. Fill in service log and report discrepancies.

## 2. Lift Station

### Daily

- a. Check oil level in compressors and maintain between high and low level marks.
- b. Check air pressure. Gauges should read between high and low settings with compressors not running.
- c. Check the green "No-Fail" lights. The lights should operate continuously, therefore, if the light is out, the bulb has burned out and should be replaced. If either of the lights is dim while the unit is not ejecting, the electrode in that pot is grounded and the ejector is operating on the "No-Fail" timer. Clean the dirty electrode according to the instructions.
- d. If ejectors do not operate automatically while you are checking the station, alternately turn each electrode switch to the "Test" position to initiate the ejection cycle for each receiver. If it completes its cycle and the compressors shut off automatically after restoring the used air, the ejectors are operating normally.
- e. Test the "No-Fail" system by holding one electrode switch in the "Test" position while the ejection cycle takes place. At the end of the cycle and while still holding the electrode switch to "Test," turn the other electrode switch to the "Test" position to start an ejection cycle in the other receiver. Continue to hold both electrode switches in the "Test" position and the ejector will function as if both electrodes were grounded. When one receiver finishes its cycle, the other receiver will start a cycle, and so on.
- f. Open the safety relief valves and permit them to reset.
- g. Fill in lift station service log and report discrepancies.

### Weekly

- a. Clean compressor chamber thoroughly by dusting and wiping all mud and oil from cabinets, motors, compressors, etc.
- b. Fill in lift station service log and report discrepancies.

Monthly - No special monthly service required.

### Quarterly

- a. Grease bearing fitting and lubricate all moving parts on comminutor.
- b. Check oil level in gear motor and chain drive assembly and add as required.
- c. Change compressor oil by draining and refilling crankcase. Use SAE 30 weight non-detergent oil. Check oil pressure after filling to ensure pump is primed.
- d. Check and adjust tension on V-belts.
- e. Fill in reduction station service log and report discrepancies.

### Semi-Annually

- a. Remove and thoroughly clean electrode.
- b. Check and lubricate motors as necessary.
- c. Check and clean all electrical contactors.
- d. Remove all rust spots and touch-up paint.
- e. Fill in service log and report discrepancies.

## 3. Sewage Reduction Station

Weekly

- a. Clean inlet trough of solids and trash.
- b. Test run submersible sewage grinder and check all drives and cutter teeth assembly for proper operation and loose, worn or damaged components.
- c. Fill in service log and report discrepancies.

Monthly

- a. Fill in service log and report discrepancies.

Quarterly

- a. Fill in lift station service log and report discrepancies.

10.5 OPERATIONS AND MAINTENANCE SERVICE PAYMENT - Payment for operations and maintenance services shall be based upon the unit bid prices and the actual number of times the services were performed. Unit bid prices shall be inclusive of all labor, materials, tools, equipment, taxes, overhead and profit for the operation and maintenance of the wastewater treatment plant, lift station and aircraft sewage reduction station, as specified herein. All services performed by the Contractor shall be logged in the respective service log for each station and shall be subject to verification by the State. Falsification of service reports for services not performed shall constitute a breach of contract.

10.6 REPAIR SERVICES - The Contractor shall furnish the Airport Manager with telephone numbers through which the Contractor can be contacted between the hours of 7:00 a.m. to 4:00 p.m. daily including weekends and State holidays.

The number and skill of personnel utilized to perform repair work shall be fully justified by the Contractor and is subject to the approval of the Airport Manager.

All repair work orders shall be submitted to the Airport Manager for approval at the end of each day or job except as provided in Section 10.6 B hereinafter. Each work order shall include the following minimum information: date and time of receipt of notification to perform repair work, all chargeable time (man-hours), materials and/or spare parts utilized, equipment

utilized, location and description of work performed, and date and time of completion of work.

When the repair work becomes extensive (estimated to be in excess of \$500 by the State), the State reserves the right to solicit competitive bids and have the repair work done by the lowest bidder. This does not preclude the Contractor from submitting a bid for the repair work.

- A. Repairs During Regular Working Hours - In the event of any mechanical and/or operational malfunction at the treatment plant or lift station, the Contractor is subject to be called to perform repair services by the Airport Manager. Should the Contractor be called during the regular working hours, he shall respond within twelve (12) hours to the job site.

Trouble call work performed during regular working hours shall be paid for based on the hourly bid price in the Contractor's proposal multiplied by the time spent at the job site to complete the repair work. Time spent at the job site to complete the repair work during regular working hours shall be taken to the closest half (1/2) an hour and any fraction of half (1/2) an hour shall be considered a full half (1/2) an hour.

All trouble calls during regular working hours shall be authorized by a representative of the Airport Manager in order for the Contractor to receive payment therefor. All trouble calls shall also be recorded in the respective station logs.

Except as noted in Section 10.6C hereinafter, the hourly bid price shall include all labor, materials, equipment, tools, overhead, insurance, taxes and all other incidentals necessary to complete the repair work.

For bidding purposes only, it is estimated that there will be a total of two hundred (200) man-hours of repair work as a result of regular working hours trouble calls.

- B. Repairs During "Off-Hours" - The term "off-hours" as used in these specifications shall mean 12:00 a.m. to 7:00 a.m. and 4:00 p.m. to 12:00 a.m., Monday through Friday, all hours on Saturdays, Sundays and State holidays.



If the Contractor is called by the Airport Manager during off-hours to perform repair work, the Contractor shall respond within four (4) hours to the job site. The off-hours hourly rate of pay shall be based on the hourly bid rate of the Contractor's proposal for regular working hours trouble calls plus 50% of the Contractor's hourly bid rate. Except as noted in Section 10.6C hereinafter, such off-hours hourly rate of pay shall include all labor, materials, equipment, tools, overhead, insurance, taxes and other incidentals necessary to complete the repair work. For repair work performed during off-hours, the Contractor shall be paid at the off-hours hourly rate multiplied by the time spent at the job site to complete the repair work plus two hours allowed for travel. Time spent at the job site to complete the work during off-hours shall be taken to the closest half (1/2) an hour and any fraction of half (1/2) an hour shall be considered a full half (1/2) an hour. In any event, the Contractor shall receive a minimum of two (2) hours of pay even if the repair work is completed in less than one (1) hour. The Contractor shall secure the Airport Manager's authorization for any repair work in excess of two (2) hours during off-hours.

All off-hour trouble calls shall be certified by an authorized representative of the Airport Manager within Forty-Eight (48) hours in order for the Contractor to receive payment.

Repair work initiated during off-hours and finished during regular working hours shall be paid accordingly. That is, off-hours hourly rate shall only apply to repair work performed during off-hours, and regular working hours hourly rates shall apply for repair work performed during regular working hours.

- C. Replacement of Parts - If replacement of parts is required on any trouble call, or the replacement of parts is not covered under any specific provisions of this contract, the Contractor shall be reimbursed for the cost of the new parts excluding taxes, including shipping charges, plus 20% for overhead, profit, taxes, and other incidental expenses. The Contractor shall substantiate his charges by submitting original invoices with his monthly billing.

Labor costs for removing old parts and replacing with new parts during the course of inspection and scheduled maintenance services shall be considered incidental to the Contractor's bid prices for operation and maintenance services and no additional payment will be made for such labor costs.

Labor costs for the replacement of parts during trouble calls shall be considered as incidental to the Contractor's bid prices for repair work in response to trouble calls and no additional payment will be made for such labor cost.

10.7 TROUBLE CALL REPAIR SERVICE PAYMENT - Trouble call repair services shall be paid for only upon satisfactory completion of repair work. Payments for repair services shall be made in accordance with Section 10.6 and shall be included with the Contractor's monthly billing.

Repair service performed during the scheduled "periodic services" will not be paid for separately unless specifically authorized in writing by the Airport Manager.

10.8 ADVISORY SERVICES AND SUBCONTRACTORS - All advisory services by a foreman or any other Contractor's personnel to the mechanics in performing their work shall be considered as incidental costs to the Contractor and included in the Contractor's hourly bid rate for regular working hours trouble calls. No separate payment shall be made.

10.9 INSPECTION AND CORRECTION OF DEFECTS - All materials furnished and services performed by the Contractor under this contract shall be subject to the inspection and test by the Airport Manager to the extent practicable at all times including the period of performance) and places, and in any event prior to acceptance. All inspections and tests by the Airport Manager shall be performed in such a manner as will not unduly delay or interrupt the Contractor's work.

Unless otherwise specifically provided for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the usage intended and all workmanship shall be first-class. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Director shall decide the question of equality.

All labor, and/or materials furnished by the Contractor which are found to be defective within thirty (30) days of its completion and acceptance shall be repaired and/or replaced at no additional cost to the State.

10.10 EQUIPMENT DATA - The wastewater treatment plant and lift station construction plans and equipment information may be examined at the State Airports Division, Engineering Branch, located at the Daniel K. Inouye International Airport. Limited maintenance manuals may be available at Hilo International Airport, Hilo, Hawaii.

10.11 UNDERGROUND INJECTION CONTROL (UIC) COMPLIANCE - The Contractor is responsible to comply with the Department of Health Underground Injection Control (UIC) Permit No. UH-1356 (Attachment I) which is subject to change based on public health and environmental concerns. Monthly and quarterly testing, in addition to an annual report, are required per UIC Permit No. UH-1356. The Contractor shall also be responsible for renewal of the UIC permit at no additional cost to the State.

10.12 LIQUIDATED DAMAGES - Whenever the Contractor fails to respond to an operating and maintenance problem in accordance to the project specifications, the State may either perform the work themselves or have the work performed by another Contractor. Cost incurred by the State due to non-responsiveness of the Contractor shall be deducted from the Contractor's payment for that period.

For delay in timely maintenance services the Contractor shall be assessed ten percent (10%) of the unit bid price of the maintenance service item for each and every calendar day the service is delayed.

For trouble calls, any response after one (1) hour during work hours or ninety (90) minutes during off-hours may be assessed ten percent (10%) of the current total monthly billing.

Liquidated Damages for failure to provide satisfactory and timely maintenance services in accordance with the specifications as determined by the director shall be assessed to the Contractor for each and every calendar day at the rate of five (5%) of the bid price of the maintenance service items. The rate indicated above is applicable for each and every calendar day beyond the periods specified in subsections 10.2 of the specifications on frequency of services required.

10.13 TERM OF CONTRACT - The term of this contract shall be for a three (3) year period beginning from the date indicated in the Notice to Proceed from the State.

The Contractor is advised that the initial contract will only be funded for year one. Years two and three will be amended as additional funding becomes available, and only after a contract amendment has been executed. The Contract amount for years two and three shall be the same amount as year one, with no price escalations.

The Contractor is advised that the State is only available to fund the contract for one (1) year at a time. Inasmuch as this contract calls for payment by the State in more than one (1) fiscal year, it is understood that the State Comptroller is not permitted under Section 10D-309, Hawaii Revised Statutes, to certify to that portion of the total funds that is currently available as may be allocated to satisfy State's obligations for periodic payments in future fiscal periods. It is strictly understood that this contract is enforceable only to the extent that funds have been certified as available and is contingent upon future legislative appropriations or special fund revenues. It is therefore the intent of this contract that the State will be amending this contract for additional funds for each one-year period.

The State, in accordance with the General Conditions, will have the right to terminate the Contract at any time and will be under no obligations nor does it guaranty that the Contract will be fully funded for the entire three (3) years. The Contractor will not make any claims against the State for anticipated profits or damages, either tort or for breach of contract.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

S A M P L E I N S P E C T I O N F O R M S

2023





# HILO INTERNATIONAL AIRPORT SEWAGE TREATMENT PLANT

## DAILY INSPECTION LOG

PAGE \_\_\_\_\_

MONTH DAY YEAR	ACTIVITY											OPERATOR'S INITIALS AND TIME	COMMENTS	
	1	2	3	4	5	6	7	8	9	10	11			



HILO INTERNATIONAL AIRPORT SEWAGE TREATMENT PLANT

ONCE A MONTH INSPECTION LOG

ACTIVITY NO.	DESCRIPTION	COMMENTS	
1	Check and lubricate motors, compressors, and other equipment as specified in equipment manuals. (Keep all records of malfunction or replacement of parts		
2	Check injection wells for proper operation.		
3	Perform BOD test on influent and effluent. Note BOD results under comments. (85% removal is required effluent standard.)		
4	Perform suspended solids test on influent and effluent. Note SS test results under comments.		
	<p align="center">_____</p> <p align="center">OPERATOR'S SIGNATURE</p>	<p align="center">_____</p> <p align="center">DATE</p>	<p align="center">_____</p> <p align="center">PAGE</p>

HILO INTERNATIONAL AIRPORT AIRCRAFT SEWAGE GRINDER PLANT

INSPECTION SERVICE LOG

TRITOR SCREEN

DATE & TIME CHECKED	SPROCKET ALIGNMENT	TOOTH WEAR	CHAIN SAGE	CENTER ADJUSTMENT	OIL LEVEL	OIL FLOW	OIL CHANGE

COMMINUTOR

DATE & TIME CHECKED	COMBS	CUTTING EDGES	SHEAR BARS	CYLINDER SHAFT BEARING AND OIL SEALS	MOTOR

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

A T T A C H M E N T I  
U I C P E R M I T

**2023**

DAVID Y. IGE  
GOVERNOR OF HAWAII



BRUCE S. ANDERSON, Ph.D.  
DIRECTOR OF HEALTH

STATE OF HAWAII  
DEPARTMENT OF HEALTH  
P.O. BOX 3378  
HONOLULU, HAWAII 96801-3378

In reply, please refer to:  
File: SDWB  
1356trans

May 30, 2019

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
7017 0660 0000 2029 8611

The Honorable Jade T. Butay  
Director  
Department of Transportation  
State of Hawaii  
869 Punchbowl Street  
Honolulu, Hawaii 96813-5097  
[via [jade.butay@hawaii.gov](mailto:jade.butay@hawaii.gov)]

Dear Mr. Butay:

**SUBJECT: HILO INTERNATIONAL AIRPORT  
UNDERGROUND INJECTION CONTROL (UIC)  
UIC PERMIT NO. UH-1356  
PERMIT-RENEWAL AND  
FACILITY-NAME-CHANGE APPLICATIONS**

The Safe Drinking Water Branch (SDWB) UIC Program has satisfactorily completed the review of the UIC applications. Therefore, you are hereby granted approval to operate the two (2) injection wells under the terms and conditions of the enclosed permit, issued on June 2, 2019, expiring on June 1, 2024.

Your facility and injection wells have retained the following identification numbers:

**UIC Permit No. UH-1356  
Facility ID No. 8-4302.01  
Well Nos. 1 and 2**

Please refer to the UIC permit number in all future correspondence with this office.

Failure to comply with the terms and conditions of the permit will constitute a violation of the permit. Any person who violates the permit's terms and conditions or any provision of Hawaii Administrative Rules, Title 11, Chapter 23, Underground Injection Control, as amended, shall be subject to the penalties provided in, Hawaii Revised Statutes, Section 340E-8, as amended.

The Honorable Jade T. Butay  
May 30, 2019  
Page 2

A guidelines document for an injection well status report has been enclosed for your reference. The guidelines document shall be used as referenced in the UIC permit under "Part B. Monitoring and Reporting Conditions 1. (f)."

**Please review and pay special attention to Part B. "Monitoring and Reporting Conditions." Under this section, you are responsible for monitoring, record keeping, and reporting conditions. Noncompliance with this section will result in a violation of the UIC permit. Please contact us if you have any question pursuant to this section.**

If you have any questions regarding your permit, or the UIC Program, please contact Mr. Jaime Rimando of the Safe Drinking Water Branch UIC Program at 586-4258.

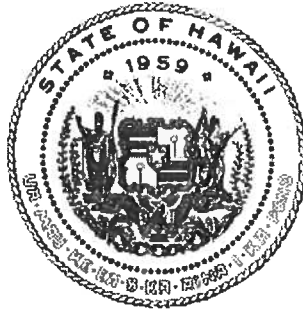
Sincerely,



FOR BRUCE S. ANDERSON, Ph.D.  
Director of Health

Enclosures: UIC Permit  
UIC Injection Well Status Report Guidelines (10/99)

c: Theresa McGeehan-Takiue, SDWB, Hilo (w/o encls.) via email  
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**STATE OF HAWAII  
DEPARTMENT OF HEALTH**

**UNDERGROUND INJECTION CONTROL  
(UIC)**

**PERMIT NO. UH-1356**

**FACILITY IDENTIFICATION NO. 8-4302.01**

**for**

**HILO INTERNATIONAL AIRPORT**

*Operated By  
Airports Division  
Department of Transportation  
State of Hawaii*

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UIC (daily) Injection Well Quantity Record (gallons) Form..... Attachment  
 UIC (regular) Injection Well Periodic Recorded Inspection Form ..... Attachment  
 Monitoring and Reporting Schedule ..... Attachment  
 Injection Well Location Plan ..... Attachment

**AUTHORIZATION TO OPERATE UNDER THE  
 UNDERGROUND INJECTION CONTROL PROGRAM**

In compliance with the provisions of the Safe Drinking Water Act, Chapter 340E, Hawaii Revised Statutes (HRS), as amended, and Hawaii Administrative Rules (HAR), Title 11, Chapter 23, Underground Injection Control, as amended;

**HILO INTERNATIONAL AIRPORT**  
 Operated by  
 Airports Division  
 Department of Transportation  
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is authorized to operate a Class V, Subclass AB, injection well system consisting of two (2) injection wells as described in Table No. 1;

**TABLE NO. 1**

<b>Injection Well No.</b>	<b>1</b>	<b>2</b>
Latitude	19.712361	19.712265
Longitude	-155.038237	-155.038237
Elevations:		
Ground Surface	53 ft.	53 ft.
Bottom of Well	23 ft.	23 ft.
Total Depth of Well Below Ground Surface	30 ft.	30 ft.
Well Cellar:		
Lateral Dimensions	6 ft. dia.	6 ft. dia.
Depth	4.7 ft.	4.7 ft.
Material	Reinforced Concrete	Reinforced Concrete
Solid Casing:		
Diameter	8 in.	8 in.
Stick Up	6 in.	6 in.
Total Length	5.8 ft.	5.8 ft.
Material	Steel	Steel
Perforated Casing:	NONE	NONE
Diameter		
Perforation		
Stick Up		
Total Length		
Material		
Open Hole:		
Diameter	8 in.	8 in.
Total Length	20 ft.	20 ft.
Annular Backfill:		
Capping	Unknown	Unknown
Solid Casing	Unknown	Unknown
Separation	n/a	n/a
Perforated Casing	n/a	n/a
Open Hole	n/a	n/a



to dispose of secondary treated domestic wastewater effluent;  
located Airport Road, Hilo, Hawaii 96720;  
at Tax Key Number: 3<sup>rd</sup> Division, 2-1-12:009;  
at central coordinates: Latitude 19° 42' 53.2" N and Longitude 155° 02' 22.7" W;  
under Facility Identification Number: 8-4302.01;  
in accordance with monitoring conditions, and other terms and conditions set forth in Parts  
A, B, C, D, and E hereof.

This permit becomes effective upon issuance.

This permit and the authorization to operate the two (2) injection wells will expire at  
midnight, June 1, 2024.

Issued on June 2, 2019.



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(For) Director of Health

A. OPERATING CONDITIONS:

1. Injectant Characteristics

Injectant in this permit is limited to secondary treated domestic wastewater effluent, as described in Section 11-62-26 of HAR, Title 11, Chapter 62, "Wastewater Systems," from Hilo International Airport's private wastewater treatment facility.

2. Injection Limitations and Prohibitions

(a) Injectant in this permit is exclusively limited to the injectant described in Part A.1. above; furthermore, any injectant not described in Part A.1. is explicitly prohibited unless the injectant characteristics of this permit are revised accordingly.

(b) No discharge of hazardous wastes as defined by Title 40, Code of Federal Regulations (CFR), Part 261.

(c) Injection Pressure:

Gravity flow of the injectant from the treatment plant into the injection wells.

(d) Injection Quantity and Rate:

The permittee shall not exceed the design average flow of 40,000 gallons per day (gpd) averaged every calendar week.

(e) Concentrations of the Injectant

Chemical and physical analyses are required as detailed in Part B.1.(c) of this permit to determine the chemical concentration levels and/or the physical nature of the injectant. Furthermore, chemical and physical analyses include analyses that are used to determine compliance to secondary treatment as described in HAR, Section 11-62-26. Chemical analyses in Part B.1.(c) may include analyses that are capable of analyzing the injectant for the characteristics of a hazardous waste, for volatile organic compounds, or for dissolved nutrients associated with the processes of eutrophication.

Biochemical Oxygen Demand (BOD<sub>5</sub>) for every grab sample shall not exceed 60 milligrams per liter (mg/l).

Suspended Solids for every grab sample shall not exceed 60 milligrams per liter (mg/l).

Certain chemical and/or physical parameters may be specified in this permit with an Action Level, a Regulatory Level, or both. Regulatory Levels shall not be exceeded. Chemical and/or physical parameters with or without specified Action Levels or Regulatory Levels may be subject to revised concentration levels pursuant to changing concerns related to public or environmental health, safety, or relevant laws and regulations.

B. MONITORING AND REPORTING CONDITIONS:

1. Injectant and Injection Well Monitoring

(a) Injectant samples, measurements, and analyses taken or conducted as required by this permit shall be valid and representative of the volume and nature of the injectant. Pursuant to the monitoring and reporting conditions of this permit, detailed records of the operation of the injection wells shall be kept by the permittee. When applicable, records shall include at a minimum the following information:

- (1) Type of injectant;
- (2) Quantity of injectant;
- (3) The method of injection;
- (4) Injection pressure;
- (5) The rate of injection;
- (6) The operational status of the injection well;
- (7) The exact date and time of the measurement or sampling;
- (8) The person(s) who performed the measurement or sampling;
- (9) The dates the analyses were performed;
- (10) The person(s) who performed the analyses;
- (11) The analytical techniques or methods used;
- (12) The results of all required analyses and permit limits; and
- (13) Chain of Custody.

(b) A daily record of the injectant quantity (gpd) being discharged into the injection well system shall be kept. Injectant quantity recordings shall be continuously made through a direct measurement of the wastestream or by a method approved by the Director.

A IIC (daily) Injection Well Quantity Record (gallons) Form is attached to this permit for reproduction and use. This form shall be used to submit quantity recordings as required by the Director.

(c) As specified in Table Nos. 2 and 3, representative grab samples (two (2) types) of the injectant shall be collected from a collection point to be established by the permittee and approved by the Director. The permittee shall collect and analyze the samples and report the analytical results according to the conditions and the attached Monitoring and Reporting Schedule of this permit. The collection and analysis of the samples shall be conducted by a laboratory acceptable to the Director. If the laboratory is unable to perform the sample collection, the Director may allow the permittee to collect the sample under the direction of the laboratory.

All samples shall be collected, transported, preserved, stored, documented, analyzed, and reported in accordance with approved EPA methods or standards, and all such

activities shall be performed properly and satisfactorily in order to produce valid samples and analytical results. The falsification, fabrication, tampering, or improper handling and management of the samples, chain-of-custody form, or analytical results shall be a violation of this permit.

The method of analysis shall be as stated herein, a current EPA approved method, or a method approved by the Director. The frequency of sample collection and the type of analyses are as described:

Type I Sample:

- (1) Type I sample shall be collected and analyzed at the Director's request.
- (2) Type I sample shall be analyzed for the test parameters listed in Table No. 2 using an EPA approved method listed in the current 40 CFR, Part 136.3, Table IB.

**TABLE NO. 2  
TEST PARAMETERS FOR TYPE I SAMPLE**

Parameter
Biochemical Oxygen Demand (BOD <sub>5</sub> )
Field pH
Total Suspended Solids
Turbidity, NTU

- (3) Type I sample shall be collected between the hours of 9 a.m. and 3 p.m.
- (4) The analytical results (Type I) shall be submitted to the DOH and a copy shall be kept on file at the facility. Analytical results are due within 60 days from the sampling date. If applicable, for a reporting schedule that indicates a group-of-months submittal of analytical results, the analytical results from the indicated group of months are due within 60 days from the last sampling date of the group.

Type II Sample:

- (1) Type II sample shall be collected and analyzed at the Director's request.

- (2) Type II sample shall be analyzed for the test parameters listed in Table No. 3. using an EPA approved method listed in the current 40 CFR, Part 136.3, Table IA and Table IB.

**TABLE NO. 3  
 TEST PARAMETERS FOR TYPE II SAMPLE**

Parameter
Ammonia (NH <sub>3</sub> as N)
Dissolved Oxygen
Field Temperature (°C)
Nitrate + Nitrite (as N)
Oil and Grease
Orthophosphate (as P)
Phosphorous, Total
Total Dissolved Solids
Total Kjeldahl Nitrogen (as N)

- (3) Type II sample shall be collected between the hours of 9 a.m. and 3 p.m.
- (4) The analytical results (Type II) shall be submitted to the DOH and a copy shall be kept on file at the facility. Analytical results are due within 60 days from the sampling date.
- (d) As this condition may be applicable to this permit, whether specified now or specified later under a revision to this permit, if a regulatory or action level is exceeded, the permittee shall perform the subsequent relevant actions:

Every exceeding of a Regulatory Level, TCLP related action level or TCLP regulatory level concentration shall prompt an immediate (within seven days from the time of knowledge of the initial analytical results) resampling for and reanalysis of the particular exceeding test parameter. If a Regulatory Level is exceeded, the reanalysis shall be conducted by using the same method. If a TCLP related action level or TCLP regulatory level is exceeded, the reanalysis shall be conducted by using Method 1311: TCLP as described in 40 CFR, Part 261, Appendix II. The permittee shall immediately notify the DOH of every exceeding of a Regulatory Level, TCLP related action level or TCLP regulatory level concentration and shall submit the

original and follow-up analytical results. The DOH may impose additional conditions.

Every exceeding of an Environmental Action Level (EAL) shall be recorded in a perpetual log. The log shall be kept in a table format and shall list the name of the exceeding parameter (analyte), the EAL, the analytical result, the test method, the test method detection limit, the date of the sampling, pertinent sampling or analytical notes, the injection quantity on the day of the sampling, and the possible cause of the exceeding. EAL exceedings shall be chronologically presented, from newest to oldest, in the log. The log shall be submitted to the DOH once every year with the last set of analytical results that require submission within each calendar year. The DOH may require additional recording or reporting requirements to address unforeseen concerns.

- (e) A periodic recorded inspection of the injection well system at least once every week shall be conducted by the permittee. The inspection shall include the recordation of the operational status of the injection well system to detect any deterioration of the injection well system and associated operations that might lead to an injection well failure, and provide the opportunity to correct any occurrence of prohibited discharge activity. The person conducting the periodic inspection shall be knowledgeable of what is unlawful disposal of chemical compounds, petroleum products and other hazardous substances into the injection well. If such activities are encountered, the permittee shall take immediate action to alleviate, correct, clean up, and record such disposal incidents. The recorded inspection including any disposal incidents shall be kept at the facility and be made available for inspection by DOH personnel.

A UIC (regular) Injection Well Periodic Recorded Inspection Form is attached to this permit for reproduction and use.

- (f) A periodic status report shall be completed at least once every 12 months regarding the condition and performance of the injection well system. The status report shall be made by a professional consultant, engineer, or geologist proficient in injection well performance. The status report shall document the condition and performance of the injection well system in accordance with the DOH's guidelines for an injection well status report. Field inspections and observations for the status report shall be performed at least during the last month of the 12-month monitoring period. A Monitoring and Reporting Schedule is attached that designates the last month of each monitoring period. The status report shall be submitted to the DOH for review within 45 days after the end of each designated monitoring period.
- (g) Under applicable conditions, the Director shall have the right to order and direct the permittee to collect and analyze special or unscheduled samples of the injectant or substance in the injection well, or to perform injection well performance or mechanical integrity assessments. Applicable conditions consist of, but are not

limited to, accidental discharges, malicious discharges, and undefined discharges into the injection well, as well as indications that the injection well may be under performance or mechanical integrity deterioration. The permittee is required to maintain records of the sample collection, analysis, and assessment in conformance with Part B.1.(a) of this permit.

2. Accurate, Current, and Representative Information

The submission of records, analytical results, recorded inspections, status reports, and any other reportings as specified and required by this permit shall be truthful, accurate, current, and representative of the activity being monitored within the specified time frame for monitoring. The submission of false, inaccurate, noncurrent, and/or unrepresentative records, results, inspections, reports, and any other required information, or the nonsubmission of the required materials, is a violation of this permit.

3. Reporting of Noncompliance of Injectant Limitations

The permittee shall notify the DOH of any exceedings of or noncompliance with the concentrations or limitations specified in Part A. 2. Injection Limitations and Prohibitions, as determined by the monitoring and analyses specified in this permit. The notification shall consist of a report that shall include the analytical results and an explanation for the exceeding or noncompliance. The report shall be submitted to the DOH within fifteen (15) days of knowledge of the exceeding or noncompliance.

4. Additional Monitoring and Reporting

If the operation of the injection wells is additionally regulated by other pollution control programs, e.g., National Pollutant Discharge Elimination System (NPDES), the adherence to those monitoring and reporting conditions shall not be circumvented by the terms and conditions of this permit.

5. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed, and the calibration and maintenance of applicable facility instrumentation, shall be retained on site for a minimum of three (3) years from the date of procurement and shall be made available for inspection by DOH personnel. This period may be extended by the request of the Director at any time.

6. Anticipated Changes

The permittee shall give notice a minimum of 60 days in advance to the DOH of any planned changes in the facility or facility's activity which may significantly change any operating characteristics or specifications of the injection wells; or which may result in



noncompliance with the permit conditions. Advance notice shall be of sufficient time to allow for the DOH's evaluation of planned changes and revision, if necessary, of any term or condition of this permit. Changes, modifications, revisions or construction on the operating characteristics or specifications of the injection wells shall not be implemented unless approved by the Director.

7. Advance Notification of Change in Operator, Ownership, Control, or Facility Name

In the event of a pending change in operator (permittee), ownership, control, or facility name of the injection wells, the permittee shall report the pending change to the DOH in writing at least 30 days prior to the closing. Until such time that this permit is revoked and/or reissued, the permittee of record shall be responsible for the injection wells and injection well operations, and for any damages resulting from the injection wells and operations.

The permittee of record shall notify the pending operator (the new permittee) and/or owner in adequate time in order for the new permittee to apply to the DOH, using a change-of-operator application, to obtain this permit in coordination with transaction closing. Upon satisfactory completion of the change-of-operator application, this permit may be reissued to the new permittee to operate the injection well system.

8. Twenty-Four Hour Reporting

Under any of the following conditions, an oral report is required within 24 hours from the time the permittee becomes aware of the circumstances:

- (a) Monitoring, or other information, which indicates that the injection activity is causing or could cause an endangerment to a USDW;
- (b) Malfunction of the injection system which causes or could cause fluid migration into, out of, or between geologic formations via the well bore;
- (c) Overflow of the injection well;
- (d) Discharge into the injection well of prohibited chemical compounds, hazardous wastes, or unauthorized substances;
- (e) Impairment of the injection well including and not limited to a collapsed well casing or well bore, well bore obstruction, lost well, or damage to the well resulting in a loss of use; or
- (f) Unsafe working or public conditions resulting from the operation of the injection well.

A written report shall also be submitted within five (5) days of the time the permittee becomes aware of the circumstances. The written report shall contain a description of the incident and its cause, including exact dates and times, and if the incident has not been mitigated, the anticipated length of time that it is expected to continue; also, planned or accomplished measures to reduce, eliminate and prevent the reoccurrence of the incident.

Oral reports during the weekday hours of 7:45 a.m. to 4:30 p.m. shall be made to the Safe Drinking Water Branch at (808) 586-4258 (Honolulu) or call from Big Island the direct toll free number 974-4000, ext. 64258. For on-island oral reports, the Safe Drinking Water Branch's inspector may be notified at (808) 933-0407. For evenings, weekends and holidays, all calls shall be made to (808) 247-2191 (Honolulu). The Director may waive the written report and/or the 5 day reporting time limit on a case-by-case basis if the oral report proves satisfactory in meeting the reporting requirements of the written report.

A record shall be kept by the permittee of all incidences subject to oral reporting under this section. Record keeping shall minimally include the nature and cause of the incident, date, time, duration, name of reporting person, and mitigative action.

#### 9. Definitions

- (a) The "DOH" means the Department of Health, State of Hawaii.
- (b) The "Director" means the Director of Health or a duly authorized representative.
- (c) "Facility or activity" means any UIC "injection well" or any other facility or activity that is subject to regulation under the UIC Program.
- (d) "Fluid" means any material or substance which flows or moves whether in a semisolid, liquid, sludge, gas or any other form or state.
- (e) "Injection Pressure" means the head increase in the well bore with respect to static groundwater level.
- (f) "Injection Well" means a well into which subsurface disposal of fluid or fluids occurs or is intended to occur by means of injection.
- (g) "USDW" means "underground source of drinking water" as defined in HAR, Chapter 11-23.
- (h) "Well" means a bored, drilled or driven shaft, or a dug hole, whose depth is greater than its widest surface dimension.

C. MANAGEMENT CONDITIONS:

1. Change in Discharge

All operation of injection wells authorized herein shall be consistent with the terms and conditions of this permit. The operation of any injection well identified in this permit at volumes or concentrations in excess of that authorized shall constitute a violation of the permit conditions. Any anticipated facility changes including expansions, production increases, or process modifications which would result in new, different, or increased discharges of injectant shall be reported by submission of a UIC application. If such changes are not expected to violate the injection limitations specified in this permit, such changes may be submitted to the DOH in writing instead of a UIC application, whereby the DOH will determine if a UIC application would be necessary. Following the written submission of anticipated changes or the submission of a UIC application, this permit may be revoked or modified to specify and limit any injectant not previously authorized by this permit.

2. Signatory Statement

All reports or information submitted to the DOH pursuant to this permit shall be signed by the permittee.

3. Availability of Reports

All reports prepared in accordance with the conditions of this permit shall be available for public inspection, with the approval of the Director, at appropriate offices of the DOH. Permit applications, permits, and well operation data shall not be considered confidential.

4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all systems of treatment and control, and related appurtenances, which are installed or used by the permittee to operate the injection wells and to achieve compliance with the conditions of this permit. Proper operation and maintenance include and are not limited to sound engineering principles and practices, effective performance, adequate funding, adequate operator staffing and training, adequate laboratory and process controls, and appropriate quality assurance procedures. Furthermore, effective performance means and is not limited to preventing contamination of a USDW, unintended subsurface fluid migration, injection well overflow, prohibited discharges, loss or excessive sedimentation of the injection well, and creation of unsafe working or public conditions.

5. Permit Reapplication

UIC permit renewal, modification, change of operator, facility name change, or termination (injection well abandonment) requires a permit reapplication. Permit reapplication shall solely be the permittee's responsibility regarding accuracy, completeness, tracking, and timely submittal. The appropriate UIC application form shall be used for the type of permit reapplication being sought. A permit reapplication filing fee, unless exempted, shall be made payable to the State of Hawaii.

A permit reapplication for a UIC permit renewal shall be made at least 180 days prior to the permit's expiration date.

6. Permit Extension

The Director may grant an administrative extension to this permit to authorize the continued operation of the injection wells beyond the permit's expiration date. The administrative extension will at a minimum describe the duration of the administrative extension and the conditions under which the administrative extension is granted.

7. Injection Well Abandonment

Every injection well that is not performing its intended purpose or is determined to be a threat to the groundwater resource shall be abandoned when ordered by the Director.

The permittee who wishes or is ordered to abandon an injection well shall submit an application containing the details of the proposed abandonment at least 60 days before the anticipated start of backfilling work. The DOH will review the application and may specify that the injection well be backfilled in a manner which would not allow the infiltration or movement of fluid into, out of, or throughout the well bore. The DOH will specify abandonment procedures and provide information for the permittee to complete the Abandonment of Injection Well Summary Report upon completion of backfilling. Abandonment procedures shall also comply with any other applicable regulations including those of the Hawaii Department of Land and Natural Resources.

## D. GENERAL CONDITIONS

### 1. Operating Conditions

- (a) No injection well shall be operated, kept, or otherwise utilized without an active UIC permit issued by the DOH.
- (b) No person shall construct, operate, maintain, convert, backfill, seal, abandon or conduct any other injection activity in a manner which allows the movement of fluid containing a contaminant into underground sources of drinking water, if the presence of that contaminant may cause a violation of any primary drinking water rule or may otherwise adversely affect the health of one or more persons.
- (c) The injection wells shall be operated in such a manner that they do not violate any of HAR, Title 11, regulating various aspects of water quality and pollution, and statutes, HRS Chapters 340E and 342D. The rules include:
  - (1) Chapter 11-20, Public Water Systems
  - (2) Chapter 11-54, Water Quality Standards
  - (3) Chapter 11-55, Water Pollution Control
  - (4) Chapter 11-62, Wastewater Systems
- (d) If at any time the DOH learns that an injection well may cause a violation of primary drinking water rules, the Director shall order the permittee to take such actions as may be necessary to prevent the violation, including, where required, cessation of operation of the injection well.
- (e) Notwithstanding any other condition of this section, the Director will issue an order to immediately cease and desist injection upon receipt of factual information that the injectant has caused or is likely to cause imminent and substantial danger to the health of a person or persons due to contamination of a drinking water source.

### 2. Permit Issuance

A copy of this permit shall be retained by the permittee and shall be made available for inspection by DOH personnel.

The UIC permit is not automatically transferable from the permittee to any other person or entity. Transfer of the UIC permit to another person or entity (a new permittee) may only occur and be valid through the UIC Change-of-Operator application process which must be initiated by the new permittee.

This UIC permit shall be subject to revocation, suspension or revision by the Director if, after notice and opportunity for a contested hearing, it is determined that:

- (a) There is a violation of any term or condition of the UIC permit; or
- (b) The UIC permit was obtained by misrepresentation, or failure to fully disclose all relevant facts; or
- (c) The UIC permit was willfully defaced, altered, forged or falsified; or
- (d) There exists a legal, environmental, or public health condition that requires either a temporary or permanent reduction or elimination of the permitted injection; or
- (e) There is a failure to comply with HAR, Chapter 11-23 or any other applicable rules or laws.

All permit conditions will remain in effect despite the filing of a request by the permittee for a permit revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance.

### 3. Permit Modification

Any modification, alteration, or change to this permit shall be made only by written supplement or reissuance of the permit by the DOH.

### 4. New Rules and Regulations

The occurrence of new rules and regulations affecting underground injection, typically occurring as amendments to existing rules and regulations, may require that limitations or conditions within the permit be revised accordingly. Revisions to the permit, depending on the nature of the revision, may occur as a written supplement or an administrative reissuance of the permit, or it may require that the permit be reopened, via an application, before reissuance is accomplished.

Existing limitations and conditions within the permit shall not be grounds for superseding new rules and regulations that would otherwise warrant a revision of the permit. The responsibility for knowing about and understanding new, as well as existing, rules and regulations that affect the permit is upon the permittee.

### 5. Investigative and/or Mitigative-action Work

Public health or environmental concerns that may arise from the construction, operation, or management of the injection wells may warrant appropriate investigative and/or mitigative-action work under the responsibility and at the expense of the permittee.

Public health or environmental concerns may result from, but are not limited to, relevant complaints, requirements from other regulatory programs, reevaluations of tests, assessments or projections, unforeseen impacts or reactions, or events or projects that change the environmental setting in which the injection wells operate.

The DOH may directly bring concerns to the attention of the permittee for required action. If, however, concerns are brought to the attention of the permittee from either an employee, the public, third-party, or another agency, the permittee shall within 10 days inform the DOH of the concern, upon which investigative and mitigative-action work may transpire and be required. The objective of the investigative and mitigative-action work is to resolve concerns that are valid, relevant, and within the permittee's/facility's responsibility.

6. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit.

7. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

8. Right of Entry

DOH personnel shall have the right to enter premises on which any injection well system is located; to inspect any equipment, operation, or sampling of any injection well system; to take effluent or injectant samples from any injection well system; and to have access to and copy any record required to be kept pursuant to this permit.

9. Need to Halt or Reduce an Activity Not a Defense

It shall not be a defense for a permittee to claim in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

10. Penalties

It shall be a violation of HAR, Chapter 11-23 for any person, owner or operator of an injection well to construct, operate, maintain or abandon that injection well unless authorized in writing by the Director. It shall also be a violation of HAR, Chapter 11-23 for any permittee to fail to comply with the terms and conditions of this permit including

those relating to inspection, monitoring, record keeping, and reporting. Compliance with a corrective order shall not excuse the basic violation. Any person who violates any provision of HAR, Chapter 11-23 or the terms and conditions of this permit shall be subject to the penalties provided in HRS, Section 340E-8, or HAR, Section 11-23-22.

11. Severability

The conditions of this permit are severable; if any condition of this permit or the application of any condition of this permit to any circumstance is held invalid, the application of such condition to other circumstances and the remainder of this permit shall not be affected thereby.



E. OTHER CONDITIONS:

1. Modifications to Monitoring and Reporting

This permit herein acknowledges that environmental and facility operating conditions affecting the monitoring and reporting conditions of this permit could warrant the DOH's reevaluation of permit conditions in order to address changing concerns and to establish relevant analyses. Modifications to the monitoring and reporting conditions, resulting from reevaluations, shall be approved by the Director before implementation.

2. Sewage Collection System

Connection to a regional sewage collection and treatment system becomes mandatory when such a system is provided, typically by a municipality. The permittee shall inform the DOH of impending connection at least 60 days in advance, and shall also apply for injection well abandonment or modification according to the future use of the injection wells.

**UNDERGROUND INJECTION CONTROL (UIC)**

UIC Permit No. \_\_\_\_\_ (daily) INJECTION WELL QUANTITY RECORD (gallons) WELL(s) No. \_\_\_\_\_

JAN. ____		FEB. ____		MAR. ____		APR. ____		MAY ____		JUN. ____	
1		1		1		1		1		1	
2		2		2		2		2		2	
3		3		3		3		3		3	
4		4		4		4		4		4	
5		5		5		5		5		5	
6		6		6		6		6		6	
7		7		7		7		7		7	
8		8		8		8		8		8	
9		9		9		9		9		9	
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29		29		29		29		29		29	
30				30		30		30		30	
31				31				31			

**UNDERGROUND INJECTION CONTROL (UIC)**

UIC Permit No. \_\_\_\_\_ (daily) INJECTION WELL QUANTITY RECORD (gallons) WELL(s) No. \_\_\_\_\_

JUL. ____		AUG. ____		SEPT. ____		OCT. ____		NOV. ____		DEC. ____	
1		1		1		1		1		1	
2		2		2		2		2		2	
3		3		3		3		3		3	
4		4		4		4		4		4	
5		5		5		5		5		5	
6		6		6		6		6		6	
7		7		7		7		7		7	
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31		31				31				31	



## MONITORING AND REPORTING SCHEDULE

UIC PERMIT NO.:  
UH-1356

PERMIT ISSUED:  
06/02/2019

PERMIT EXPIRES:  
06/01/2024

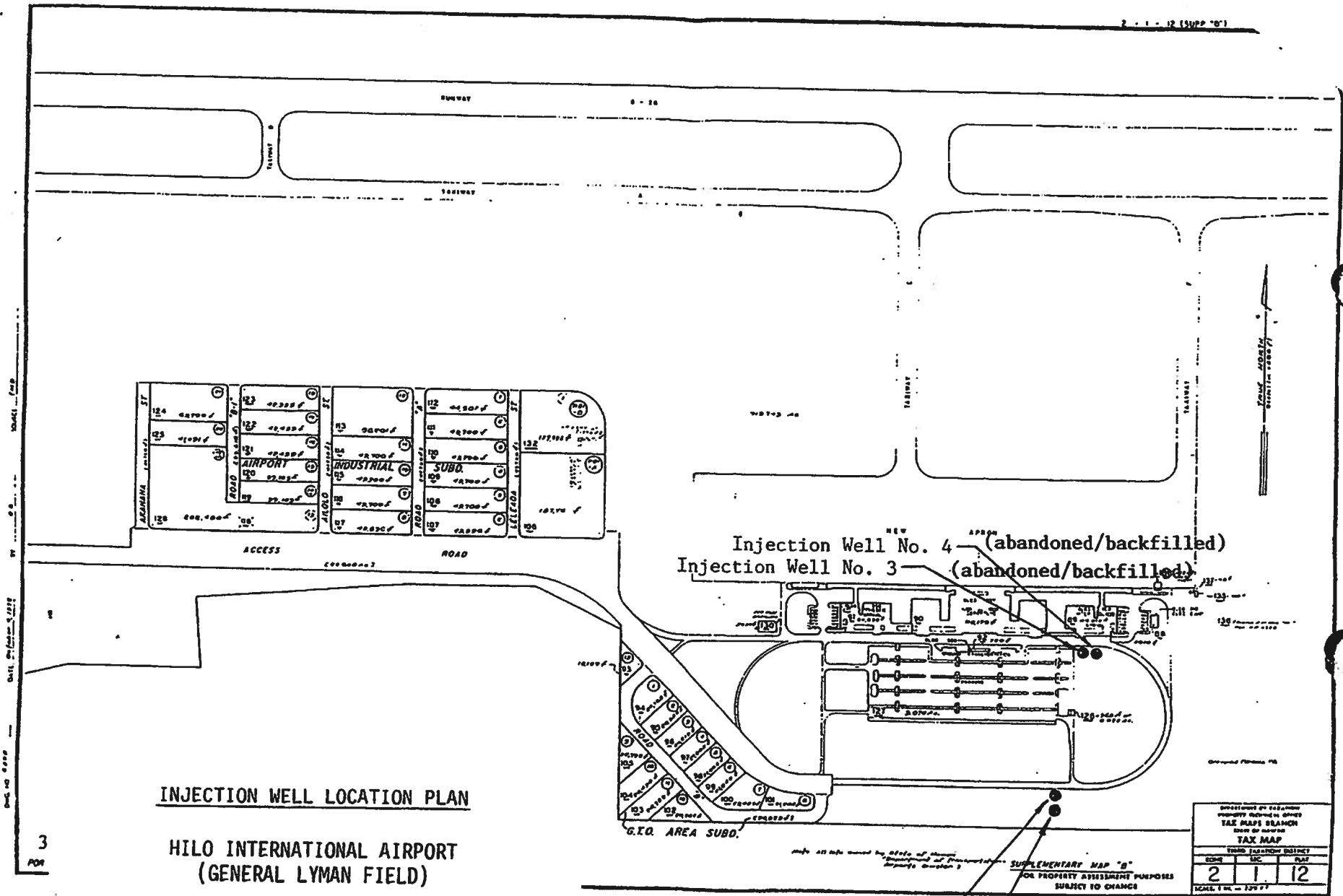
\*\*At the Director's  
request

SCHEDULED

COMPLETED

MONTH	TYPE I**	TYPE II**	REPORT OF ANALYTICAL RESULTS *	STATUS REPORT	MONTH	TYPE I**	TYPE II**	REPORT OF ANALYTICAL RESULTS *	STATUS REPORT
06/19					06/22				
07/19					07/22				
08/19					08/22				
09/19					09/22				
10/19					10/22				
11/19					11/22				
12/19					12/22				
01/20					01/23				
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02/22									
03/22									
04/22									
05/22									

\*Submit the original laboratory results and the original chain-of-custodies. When applicable, also submit the prior sampling event's unsubmitted results.



3  
FOR

located at Airport Road, Hilo, HI 96720  
 UIC Permit No. UH- 1356  
 Injection Well Location and No. ● "1"

## **UIC INJECTION WELL STATUS REPORT GUIDELINES**

October 1999

The following guidelines have been established to provide the consulting engineer, geologist, or qualified specialist with information for the preparation of an injection well status report. The primary purpose of the status report is to provide the owner, the operator, and the regulatory agency with information regarding the performance of the injection well and to prevent adverse public health effects from an injection well failure. Every injection well of an injection well system shall be evaluated. Field inspections and observations for the status report shall be performed at least during the last month of a designated monitoring period. A typical designated monitoring period is 6 months. The reporting of data in the status report is preferred using tables and graphs. The status report must be signed by the preparer.

1. The status report shall state the monitoring period for which the report applies. The monitoring period is designated in the Underground Injection Control (UIC) permit issued to an injection well facility.
2. The status report shall contain an evaluation of the flow versus head build-up or injection pressure for every injection well in use. The evaluation should also include, when relevant, correlations using other well-performance parameters that would enhance the evaluation of well performance. Other well-performance parameters include the amount of sedimentation in a well, injectant quality, and duration of well use. Well-performance trends and projections should be sought.
3. The status report shall contain the current field-measured well depth of each injection well. A table shall be used to compile and compare well depth measurements of current and previous measurements taken.
4. The status report shall contain and not be limited to a summary of injection well cleaning events (rehabilitation), a description of the cleaning method, and the results of the cleaning effort.
5. The status report shall include observations of the injection well head and its related piping, valves, gages, weirs and sumps. The observations shall specifically address the operational condition of those features concerning leaks, corrosion, improper joints, malfunctions and missing or inappropriate parts.
6. The status report shall include observations regarding ground surface conditions, ponding water, vegetative growth, and any significant environmental features which are existing in proximity to the injection well. The observations shall account for the hydrologic, geologic, and environmental setting in which the injection well exists.
7. The status report shall include observations or investigative findings of all injection well failures or signs of past failures.
8. The status report shall include a current, dated, and appropriately labeled photograph of each injection well head and any observation of concern.
9. The status report shall contain a discussion about the findings on the injection well, and a list of recommendations to correct deficiencies to prevent injection well failure and prohibited discharges.

Please refer questions about the injection well status report guidelines to the Underground Injection Control section of the Safe Drinking Water Branch at 586-4258 (Honolulu), or call direct toll free from the neighbor islands by entering the appropriate number: Big Island, 974-4000, ext. 64258; Kauai, 274-3141, ext. 64258; Maui, 984-2400, ext. 64258; Molokai and Lanai, 1-800-468-4644, ext. 64258.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

P R O P O S A L

2023



PROPOSAL TO THE STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

PROJECT: Operating and Maintaining of the  
Wastewater Treatment Plant  
Hilo International Airport  
Hilo, Hawaii

PROJECT NUMBER: BH1322-33

TERM OF CONTRACT: Contract is for a term of three (3) years  
commencing from the date indicated in the  
Notice to Proceed from the State.

LIQUIDATED DAMAGES: For failure to provide satisfactory and  
timely maintenance services in accordance  
with the specifications as determined by  
the State, liquidated damages shall be  
assessed the Contractor for each and every  
calendar day at the rate of 5% of the unit  
price of the maintenance service items.

The rate indicated above is applicable for  
each and every calendar day beyond the  
periods specified in Subsection 10.12 of  
the specifications on the frequency of  
services required.

TROUBLE CALL OUTS: 5% of current total monthly billing may be  
deducted from the State's payment to the  
Contractor for each and every time he does  
not respond within the allotted times of  
Subsection 10.6 after receipt of a trouble  
call request for remedial maintenance for  
which he is contractually obligated under  
this contract. For purposes of this  
paragraph, definition of the term  
"respond" means to have maintenance  
personnel on the job and working on the  
equipment which is the subject of the  
request.

PROJECT MANAGER: Name: Maritez Arca Marquez

Address: 400 Rodgers Blvd, Suite 700  
Honolulu, Hawaii 96819  
Phone No: (808) 838-8808  
E-mail: [maritez.a.marquez@hawaii.gov](mailto:maritez.a.marquez@hawaii.gov)

NOTE: PERFORMANCE, BID, AND PAYMENT BONDS ARE NOT  
REQUIRED FOR THIS PROJECT.

Director of Transportation  
Aliiainmoku Hale  
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.

Receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items: the specifications, the notice to bidders, the special provisions, if any, the proposal, the plans, if any, and the contract form.

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

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

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

\_\_\_\_\_  
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 on behalf of the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign on behalf of 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) authorized to sign contracts on behalf of the partnership. Please attach to this page current (not more than six months old) evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed in the space provided therefore on page PF-4.

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 prior to the opening of bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

PROPOSAL SCHEDULE

OPERATING AND MAINTAINING OF THE WASTEWATER TREATMENT PLANT  
HILO INTERNATIONAL AIRPORT, HILO HAWAII  
PROJECT NO. BH1322-33

Item (a)	Description (b)	Qty (c)	Unit	Unit Price (d)	Total (cxd)
1.	Daily operating and maintenance services for treatment plant	365	day	\$ _____	\$ _____
2.	Daily operating and maintenance services for lift station	365	day	\$ _____	\$ _____
3	All weekly services for treatment plant	52	week	\$ _____	\$ _____
4	All weekly services for lift station	52	week	_____	\$ _____
5	All weekly services for sewage reduction station	52	week	\$ _____	\$ _____
6	All monthly services for treatment plant	12	month	\$ _____	\$ _____
7	All monthly services for sewage reduction station	12	month	\$ _____	\$ _____
8	All quarterly services for treatment plant	4	quarter	\$ _____	\$ _____
9	All quarterly services for lift station	4	quarter	\$ _____	\$ _____
10	All quarterly services for sewage reduction station	4	quarter	\$ _____	\$ _____
11	All semi-annual services for treatment plant	2	semi-annual	\$ _____	\$ _____
12	All semi-annual services for lift station	2	semi-annual	\$ _____	\$ _____
13	UIC monthly testing	12	month	\$ _____	\$ _____
14	UIC quarterly testing	4	quarter	\$ _____	\$ _____
15	UIC annual status report	1	annual	\$ _____	\$ _____
16	Regural working hours "trouble call" repair work at treatment plant, lift station, and sewage reduction station	200 man-hours (est)	hour	\$ _____	\$ _____





STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

F O R M S

Contents:

Contract

Certificate for Performance of Services

CONTRACT

THIS AGREEMENT, made this day \_\_\_\_\_, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE\_OF\_INCORPORATON» whose business/post office address is «ADDRESS», hereinafter referred to as "CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to furnish, perform and/or deliver and pay for all labor, supplies, materials, equipment and services called for in "OPERATING AND MAINTAINING OF THE WASTEWATER TREATMENT PLANT, HILO INTERNATIONAL AIRPORT, HILO, HAWAII, PROJECT NO. BH1322-33", or such a part thereof as shall be required by the STATE, the total amount of which labor, supplies, materials, equipment and services shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»-----DOLLARS (\$«BASIC\_NUMERIC») as follows:

Total Amount for Comparison of Bids.....\$«BASIC\_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans, if any, for «PROJECT\_NO\_ONLY», on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions

therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein three years from the date indicated in the Notice to Proceed from the State, subject to the terms specified in Section 10.11 TERM OF CONTRACT of the Specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»-----DOLLARS (\$«BASIC\_NUMERIC») in lawful money, such payment to be made, subject to such additions hereto or deductions therefrom heretofore or hereafter made, in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA\_NUMERIC») is hereby provided for extra work and shall be provided from State funds.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

\_\_\_\_\_  
Director of Transportation

«CONTRACTOR»

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for OPERATING AND MAINTAINING OF THE WASTEWATER TREATMENT PLANT, HILO INTERNATIONAL AIRPORT, HILO, HAWAII, PROJECT NO. BH1322-33, 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