

**STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF STATE PARKS OAHU DISTRICT**

**DEMOLITION OF COMFORT STATION, REMOVAL AND DISPOSAL OF
MATERIAL AT KEAĪWA HEIAU STATE RECREATION AREA,
99-1849 AIEA HEIGHTS DRIVE, AIEA, HAWAII 96701**

**SCOPE OF WORK
AMENDMENT 1**

This project involves the total abatement of all building components and demolition, removal from site and disposal of the Keaīwa Heiau State Recreation Area comfort station including all plumbing, electrical, ~~underground wastewater tanks~~, material components and appurtenances at Keaīwa Heiau State Recreation Area, 99-1849 Aiea Heights Drive, Aiea, Hawaii 96701.

The Contractor shall furnish all necessary labor, equipment, tools, materials, and transportation to perform all operations to conduct the satisfactory demolition, removal from site, and disposal of the Keaīwa Heiau State Recreation Area comfort station including all plumbing, electrical, ~~underground wastewater tanks~~, material components and appurtenances, at Keaīwa Heiau State Recreation Area.

The Contractor shall remove and dispose all material components and appurtenances attached to, or protruding from the comfort station concrete slab. The concrete slab shall remain in place, clear of obstructions, voids and defects.

1.0 Introduction

Keaīwa Heiau State Recreation Area is located on the south side of the island of Oahu and is administered by the Division of State Parks (DSP) within the State of Hawaii Department of Land and Natural Resources (DLNR). Among many administrative and management responsibilities, DSP is responsible for the management of Keaīwa Heiau State Recreation Area.

DSP shall have the right to terminate the contract during any phase of the work for the Contractor's non-compliance with the requirements of this contract. The work may resume upon approval of the DSP Designated Project Manager following the satisfactory resolution of the Contractor's non-compliant performance issues. Any losses resulting from work delays due to the Contractor's non-compliant performance shall be the sole responsibility of the Contractor.

2.0 Project Requirements

2.1 Post-Award submittals: The successful Contractor shall submit the following documents within 10 working days of notification of award of this project:

1. Contractor's License C-24 (Building moving and wrecking contractor)
2. Certificate of Liability Insurance naming the State of Hawaii as additional insured.
3. Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE)
4. Submittal of Bond (if over \$50,000)
5. Traffic Safety Plan
6. Disposal plan with recognized, approved disposal site(s).
7. Proposed work schedule, including identification of the general progression of removal and disposal work.

3.0 Safety Compliance

Whenever performing any work at Keaīwa Heiau State Recreation Area, all workers shall comply at all times with the most current versions of the following:

1. Occupational Safety and Health Act of 1970, as amended; and
2. Hawaii Occupational Safety and Health Standards, Rules and Regulations, as amended; and
3. ANSI Z133 Safety Standard; and
4. Any other applicable federal, state, or city and county laws, regulations and ordinances.

Workers shall also consistently apply industry accepted safety practices and procedures not otherwise specified in the above laws, regulations, and standards, and use sound judgment and common sense.

4.0 Demolition and Disposal

Supply all necessary materials, labor, use of tools and equipment to implement safe, complete, and acceptable procedures and workmanship for the demolition and removal from site of whole structures to include lead, asbestos, and other hazardous materials abatement by total removal and proper disposal of the structures' material components in strict compliance with the rules and regulations on bagging, storing, handling, transporting, and disposing or recycling set by the Environmental Protection Agency (EPA) Occupational Safety and Health Administration (OSHA) and other Federal, State and Local Agencies.

Demolition shall include disposal at a recognized, approved disposal site.

The principal work items shall be but not limited to the following:

1. Preparatory work.
2. Demolition, bagging/ storing, handling, transporting, disposing, or recycling.
3. Final Clean-up.
4. Reports.

5.0 Protection and Restoration of Existing Work/Site Conditions

- 5.1 Vegetation shall be cut and lowered in a safe manner that will prevent damages or injury. Debris generated by the subject operation shall be removed and properly disposed at a recognized, approved disposal site.
- 5.2 Damage caused by the Contractor's operations shall be restored to the original pre-existing condition to the satisfaction of the DSP Designated Project Manager at no additional cost to the DSP.
- 5.3 Contractor shall take all reasonable precautions and actions to avoid the accidental or excessive release or spill of hazardous materials (e. g. vehicle and equipment oil and fluids, herbicides) on the work site.
- 5.4 Contractor shall immediately contain and clean-up the release or spill of hazardous materials that may occur at any level and report the incident, control process and status of containment and disposal to the DSP Designated Project Manager, in writing, within 24 hours of the release or spill.
- 5.5 Contractor shall implement storm water pollution control and prevention measures (e. g. best management practices) to prevent cutting debris, sediment-laden run-off and other pollutants from leaving the work area and/or entering streams and storm drainage systems.
- 5.6 The Contractor shall maintain roads within the project site free from dirt and debris. The Contractor shall clean the project site and roadways of dirt and debris resulting from the Contractor's operations at no additional cost to DSP.

6.0 Materials Disposal

Materials disposal shall be conducted as follows:

- 6.1 Comfort Station shall be demolished, removed, and properly disposed at recognized, approved disposal site.
- 6.2 Concrete slabs walls, sidewalks, including all plumbing, electrical, underground wastewater tanks, material components and appurtenances shall be removed and properly disposed at a recognized, approved disposal site.
- ~~6.3 Large cement drainage pipes shall be removed and properly disposed at a recognized, approved disposal site.~~
- 6.4 All demolished materials shall be transported in a manner that will prevent spillage.
- 6.5 Cutting debris, underbrush and green waste debris shall be transported in a manner that will prevent spillage.

6.6 Documentation must be provided (e. g. waste manifest and receipts) for disposal at a recycling/ processing facility licensed to accept the demo materials, vegetation cuttings and debris, or a letter from the landowner where demo materials, vegetation cuttings, and debris will be disposed, attesting there is an agreement in place for the Contractor to dispose of demo materials, vegetation cuttings and debris on their property.

6.7 General rubbish, defined as all non-vegetation debris, and waste, generated by the Contractor shall be disposed properly, off-site, in approved waste disposal receptacles.

7.0 Work Zone Management

7.1 General Work Zone: The Contractor shall maintain full use and control of the work zone defined as the immediate area adjacent to the demolition, removal and disposal work site during the contract period.

The work zone may be larger or smaller as specifically defined by the Contractor as required in the opinion of the Contractor to ensure public safety at all times during work operations.

Recognized industry practices shall be designed and implemented prior to and during all demolition and disposal work. These practices shall be satisfactory to secure and control the site to prevent encroachment by the public or others not directly engaged in the demolition, removal and disposal management work and reasonably protect all persons and property outside the protected worksite from injury or damage from work activities.

7.2 Contractor's Site Access, Parking, Storage and Staging Areas

7.2.1 The Contractor shall coordinate parking, storage, and staging areas with the DSP Designated Project Manager prior to the start of on-site work.

7.2.2 The Contractor shall operate machinery and equipment with discretion and with minimum interference to roads, driveways, and walkways.

7.2.3 The Contractor shall maintain full responsibility for the safety and protection of all the Contractor's equipment, machinery, supplies, and materials left on the site. DSP shall not be liable for injury, losses or damages incurred by the Contractor or to any of the Contractor's equipment, machinery, supplies and materials.

7.3 Traffic Safety, Barricades, Signs and Lighting

7.3.1 The Contractor shall provide a detailed Traffic Safety Plan and obtain all required permits, personnel, equipment, and materials necessary to control vehicular and pedestrian traffic and to protect people and property during all hours of the operation.

- 7.3.2 The Contractor shall provide all traffic safety devices, lights, signs, barricades, and other appropriate barriers constructed of appropriate material around the work area, roads, driveways, and walkways to protect people and property during all hours of the operation.
- 7.3.3 The Contractor shall provide a detailed Traffic Safety Plan that includes a detailed map or diagram showing placement of all traffic safety devices, lights, signs, barricades, and other appropriate barriers constructed of appropriate material around the work area, roads, driveways, and walkways to protect people and property during all hours of the operation.

8.0 Schedule

Demolition, removal and disposal work hours of operation are generally from 7:00 AM through 4:30 PM, Monday through Friday. Work shall not be permitted on weekends or State Holidays without approval from the DSP Designated Project Manager.

The Contractor shall submit a final proposed work schedule to the DSP Designated Project Manager for approval at the Pre-Work meeting.

9.0 Contractor Attire and Conduct

- 9.1 Proper attire (in good taste) shall be worn at all times. All Contractor employees shall wear shirts identifying the Contractor’s company and shall also maintain photo identification on their person at all times.
- 9.2 All Contractor employees shall conduct themselves appropriately as professionals within a public site. The Contractor shall remove employees exhibiting unbecoming or disrespectful behavior from the project site or at the request of the DSP Designated Project Manager.
- 9.3 Contractor employees shall not possess or use smoking materials or other tobacco products, vaping products, alcoholic beverages, or illegal substances at any time while on DSP property.

10.0 Bond

A bond in the amount of the Contract Award shall be required. This bond shall be retained until the DSP Designated Project Manager has determined that all work in conformance with this SOW has been satisfactorily completed.

11.0 Certificate of Insurance

A certificate of insurance shall be required naming the State as additional insured.

Additional Insured Information as follows:

DLNR Division of State Parks
1151 Punchbowl St., Rm 310

Honolulu, HI 96813

12.0 Special Provisions

The bid award shall be based on the availability of funds.

Negative References. Any negative response received from clients or from the State Consumer Protection Agency or reporting organizations shall be sufficient cause for disqualification of bidder(s).

13.0 Term of Contract

The term of contract shall be for one time demolition, removal, and disposal service.

14.0 Submittals with Bid

1. Contractor's License C-24 (Building moving and wrecking contractor)
2. Certificate of Liability Insurance naming the State of Hawaii as additional insured.
3. Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE)

15.0 Site Inspection

Prior to submittal of an offer, Offeror may inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Coordination with the DSP Designated Project Manager is required for visits to the specified park areas. Offeror inspection is not mandatory, however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or the amount and kind of work to be performed. Submission of bid shall be evidence that the bidder understands the scope of the project and will comply with these specifications if awarded the contract.

A site inspection will be held at the Keaīwa Heiau State Recreation Area, 99-1849 Aiea Heights Drive, Aiea, Hawaii 96701. Contact Bruce Swartz at (808) 733-9102 for directions.

16.0 Bid Quotation

Unit bid price shall include all labor, equipment, transportation, permitting, all applicable taxes, and any other costs incurred to provide the services as specified herein. Ref. Attachment I

17.0 Tax Liability

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

AWARD OF CONTRACT

18.0 Method of Award

Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Sum Bid Price. In order to be considered for award, Offeror shall be registered with the Hawaii Information Consortium. To register refer to the SPO website: www.spo.hawaii.gov/. Click on hiepro.hawaii.gov for vendor registration.

19.0 Bidder Qualification

Bidder shall be compliant through Hawaii Compliance Express (HCE) pursuant to Chapter 103D, Hawaii Revised Statutes. Vendors/contractors/service providers should register with HCE prior to submitting an offer at <https://vendors.ehawaii.gov> Annual registration fee is \$12.00 and the "Certificate of Vendor Compliance" is accepted for the execution of contract and final payment. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, the Bidder will not receive the award.

20.0 Liability Insurance

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

is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 combined single limit per occurrence for bodily injury and property damage \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 combined single limit per occurrence \$1,000,000 bodily injury per person and per accident \$1,000,000 property damage per accident

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

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of State Parks, P. O. Box 621, Honolulu HI 96809."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

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

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

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

21.0 Start of Work

Work will commence within ten (10) calendar days of the date of the notice to proceed issued by the Department of Land and Natural Resources. The Contractor must notify the DSP Designated Project Manager in advance before starting work at any location. The Contract Administrator shall schedule the priority of work. All work within an area must be completely finished before commencing work at the next area.

22.0 Time of Completion

The work to be done under these specifications shall be completed by July 15, 2023, or as indicated by the Contract Administrator. In the event the Contractor fails to complete the work within the specified period, liquidated damages will be assessed.

23.0 Invoicing

Contractor shall send an original and two (2) copies of the invoice upon completion of all services listed in the purchase order. The original shall state that "This is an original bill", shall be signed and sent to:

DLNR Division of State Parks
480 Makapuu Ave.
Honolulu, HI 96816

The invoice shall reference the purchase order number.

24.0 Subcontractors

The Contractor shall not delegate any duties unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

25.0 Workmanship

All work shall be executed in a workmanlike manner and shall present a neat appearance when completed. Services rendered shall follow the Scope of Work and these Special Provisions, subject to inspection and approval of the Contract Administrator.

26.0 Re-execution of Work

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

27.0 Liquidated Damages

Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) per each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

28.0 Campaign Contributions

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

PROHIBITED If awarded a contract in response to this solicitation, Offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

29.0 Indemnification

The Contractor shall agree, on behalf of its employees, subcontractors, and other representatives acting upon its behalf, indemnify, defend, and hold harmless DLNR, its officials, employees, representatives, and agents, against any claim or liability, including all loss, damages, costs, expenses, attorney fees, and penalties, for any damage to real or personal property, including environmental damage, or injury to or death of persons, or violations of or noncompliance with applicable law, when such penalties, damage, injury or death results from, arises out of, or is connected with the completion of the project.