

SPECIFICATIONS AND PROPOSAL

FOR

REPAIR EXTERIOR FIRE SUPPRESSION SYSTEM AT PIER 2 SHED

AT

NAWILIWILI HARBOR, KAUAI, HAWAII

JOB S70161

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

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

The receiving of SEALED BIDS for REPAIR EXTERIOR FIRE SUPPRESSION SYSTEM AT PIER 2 SHED, NAWILIWILI HARBOR, KAUAI, HAWAII, JOB S70161, will be 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>.

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

Deadline to submit bids is August 29, 2023, at 2:00 p.m. Hawaii Standard Time. The complete Proposal shall be uploaded into HiePRO prior to bid opening date and time. All other confidential and proprietary documents shall be uploaded separately. **Failure to upload the Proposal into HiePRO shall be grounds for rejection of the bid.** Proposals received after said due date and time shall not be considered.

The scope of work consists of replacing the existing exterior fire suppression system at the Pier 2 Shed at Nawiliwili Harbor with a new fire suppression system. The estimated cost of construction is between \$300,000 and \$450,000.

To be eligible for award, bidders must possess a valid State of Hawaii Specialty Contractor's "C-20" license at the time of bidding or a "C-37" license at the time of bidding, along with proof of a licensed mechanical engineer or licensed fire protection contractor for approval and supervision of work.

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

All questions and substitution requests shall be received in writing and submitted to Mr. James B. Miller, Harbors Project Manager, via email at James.B.Miller@hawaii.gov, no later than 14 calendar days before the bid opening date. Questions received after the deadline will not be addressed. Verbal requests for information will not receive a response.

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

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

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS, §11-355, 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.

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

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 State 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 Mr. Miller at (808) 587-1871 or by email as noted above.

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.



DREANALEE K. KALILI
Deputy Director
Department of Transportation, Harbors

Posted on HIePRO: July 28, 2023

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The General Provision is amended as follows:

A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

1. Section 1.3 Definitions: The definition for “Subcontractor” is amended by deleting it and replacing it with the following:
“Subcontractor – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.”
“PROPOSAL (OR BID) - The offer of a Bidder, on the prescribed HDOT form, submitted by the Bidder in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted.”
2. Add the following to section 1.3 Definitions:
“HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.”

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

1. 2.7 Request for Substitution of Specified Materials and Equipment Before Bid Opening is amended as follows:
 - a. The last sentence in the first paragraph (line 147 to 152) be replaced with the following:
“Where a bidder intends to use a material or equipment of an unspecified brand, make, or model, the bidder must submit a request to the Department for review and approval at the earliest date possible. Requests shall be submitted via email to the Contact person listed in HIePRO for the solicitation. The request must be received no later than fourteen (14) calendar days before the bid opening date.”

- b. The first sentence in the second paragraph (line 154 to 156) shall be replaced with the following:

“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

2. 2.8 Preparation and Delivery of Bid is amended as follows: Last paragraph (line 189 to 192) shall be replaced with the following:

“The bidder shall submit the proposal in HiePRO. The proposal shall be UPLOADED to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink) proposal documents are not required to be submitted. The award will be made based on proposals uploaded in HiePRO. Any and all other additional documents explicitly designated and labeled as CONFIDENTIAL OR PROPRIETARY shall be UPLOADED SEPARATELY to HiePRO. Failure to upload the bid Proposal Schedule into HiePRO shall be grounds for rejection of the bid. If there is a conflict between this specification and its HiePRO solicitation, the specifications shall govern and control unless otherwise specified.”

3. 2.11 Bid Security is amended by deleting (a) and replacing it with:

“(a) Unless directed otherwise in the invitation for bids, each bid shall be accompanied by bid security which is intended to protect the Department against the failure or refusal of a bidder to execute the contract for the work bid or to supply the required performance and payment bonds. Bid security shall be in an amount equal to at least five percent of the base bid and additive alternates. Bid security shall be in one of the following forms:

- (1) A deposit of legal tender;
- (2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii; or
- (3) A certificate of deposit; credit union share certificate; or cashier’s, treasurer’s, teller’s, or official check drawn by or a certified check accepted by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00). If the required 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 accepted.

If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, Aliiaimoku Hale, 869 Punchbowl Street, Room 105, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its bid bond shall be included with its bid uploaded to HIePRO.”

4. 2.12 Pre-Opening Modification or Withdrawal of Bids is amended by deleting 2.12 Pre-Opening Modification or Withdrawal of Bids in its entirety and replacing it with the following:

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

5. 2.14 Public Opening of Bids is amended by deleting 2.14 Public Opening of Bids in its entirety.
6. 2.20 Bid Evaluation and Award is amended by replacing 2.20(a) and 2.20(b) with the following:

“(a) The award shall be made to the lowest, responsive, responsible bidder within 120 days after bid opening and shall be based on the criteria set forth in the invitation for bids. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the 120 day period. Agreement to such an extension must be made by a bidder in writing. Only bidders who have agreed to such an extension will be eligible for the award.

(b) No bid shall be withdrawn or corrected for a period of 120 days after bid opening except for a mistake as described in this article; however, a bidder may withdraw a bid without penalty anytime prior to award of the contract if it finds it is unable to comply with the provisions regarding the employment of State of Hawaii residents as described in Section 7.2 and 103B-3, H.R.S.”

C. ARTICLE VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART I

GENERAL PROVISIONS

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this project includes furnishing of all labor, material, and equipment necessary to replace the existing fire suppression system for the Pier 2 Shed at Nawiliwili Harbor with a new fire suppression system. Bidders please be advised that work to be conducted on this project shall be done by contractors that possess a valid State of Hawaii Specialty Contractor's "C-20" license at the time of bidding, or a "C-37" license at the time of bidding along with proof of a licensed mechanical engineer or licensed fire protection contractor for approval and supervision of work to be submitted with the proposal or within seven (7) calendar days after bid opening date.

- A. Bidders are advised to examine the existing conditions at the project site to familiarize themselves with the nature and extent of work involved and working conditions. Appointments may be made with the State Harbors Division Maintenance Engineer for clarification of the work involved and the character and quality of materials specified.
- B. The Contractor shall take field measurements and verify field conditions and shall compare such field measurements and conditions with the contract documents prior to ordering any materials and commencing work. The existing conditions are based on the best available information. Report in writing to the Construction Engineer all inconsistencies and omissions before commencing work.
- C. Approximate repair locations and sizes are indicated on the plans. Actual methods of repair may vary from that indicated on the drawings. The Construction Engineer reserves the right to alter repair methods, sizes and locations to suit field conditions.
- D. The Contractor shall resolve any discrepancies and questions prior to the start of work. No extra payment shall be allowed on account of work made necessary by Contractor's failure to visit the site and/or failure to resolve discrepancies and questions.
- E. The Contractor shall be responsible for methods of construction, workmanship, job safety for protection of the adjacent structures, vessels, cargo, and utilities during the construction period.

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

- A. Mobilization and Demobilization
- B. Best Management Practices (BMP) Plan
- C. Removing and disposing of the existing fire suppression components.

- D. Furnishing and installing the new fire suppression components.
- E. Preparing and painting the new and existing fire suppression components.
- F. Performing tests on the new fire suppression system.

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

10.4 WORK SCHEDULE AND STORAGE AREAS – The Contractor shall coordinate its work so as to minimize interference with harbor operations. The Contractor will be responsible for maintaining the work and storage areas in a neat and orderly condition.

Shipping and dock activities by tenants will take precedence over the Contractor’s activities. All work shall be scheduled with the Harbors Division Kauai District Manager, the Construction Engineer. The Contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors Division Kauai District Manager and the Construction Engineer. The exact scheduling of the work and restrictions on the Contractor’s activities will be established at the pre-construction meeting. The latest schedule for passenger vessels at Nawiliwili Harbor is available at <https://hawaii.portcall.com/>. The Contractor shall attend pre-construction meetings to coordinate its work with others and shall complete all work within the work schedule.

The Contractor shall coordinate its work so as to minimize interference with pier shed operations and to minimize the amount of time the fire protection system is out of service. Harbor activities shall take precedence over construction activities. The system shall not be off-line more than 24 hours. Any required water service shut down shall be scheduled and approved by the Harbors Division Kauai District Manager and the Construction Engineer. Special watchmen services shall be required to assure prompt detection of any fire which might develop while the system is shut down. If special watchmen services are required, they shall be provided at no cost to the state.

For Nawiliwili Harbor, the project area is heavily used for cruise ship and tenant operations. The work shall be done in increments and the State will arrange to clear a portion of the project area to allow the Contractor to accomplish its work. In general, in order to allow cruise ship operations to continue and construction to proceed, the Contractor will not be allowed to work when a passenger cruise ship is moored in port. Should an unscheduled need for a cruise ship operation to occur, the Contractor will need to reschedule its work around the activity at no cost to the State. Bidders can obtain information on cruise ship schedules and daily shipping schedules from the internet at <https://hawaii.portcall.com/>.

10.5 HARBOR SECURITY - The Contractor shall submit required documentation of all Contractor and subcontractor’s employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site

to the Harbors Division Construction Engineer and District Manager before starting work on the project. The documentation will include the following:

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.
- D. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.
- E. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- F. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Harbors Construction Engineer and District Manager. If approval is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering or posting security personnel to monitor ingress and egress. Inspections of vehicles and equipment moving through the access points will be done in accordance with current MARSEC level and directives.
- G. If security personnel are required, the Contractor shall hire the same contract security that provides service to the State of Hawaii, Department of Transportation, Harbors Division. In the event that the security contract for Harbors changes, contractor must hire the new security contractor.
- H. By the end of each day, the Contractor shall re-erect and restore all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and the District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and District Manager.
- I. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and enhance perimeter security, including restoration of electrical power and lighting, at the sole expense of the Contractor.

- J. At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division's Construction Engineer or District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.
- K. Prior to starting work on this project, the Contractor shall provide a list of names (full legal name) and birth dates of all employees, representatives, subcontractors, vendors, and all alike, as well as their vehicle license number, year, make, color and model that will be entering the project site. All employees, representatives, subcontractors, vendors, and all alike, shall wear their respective company's identification card bearing the company's name, the individual's first and last name, and middle initial(s), and a recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

With the possible exception of Item J above, all other requirements indicated shall be considered incidental to the project and shall be provided by the contractor at no cost to the State.

The Contractor's personnel requiring unescorted access to secure areas of maritime facilities will be required to obtain a Transportation Worker Identification Credential (TWIC). The project area has been deemed to be within a secured area. TWIC was established by Congress through the Maritime Transportation Security Act and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. To obtain a TWIC, the applicant must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. The Contractor will be responsible to obtain and pay for all costs associated in providing their appropriate employees with TWIC. Information regarding TWIC is available on the TSA website at <https://www.tsa.gov/for-industry/twic>.

10.6 LIABILITY AND RESPONSIBILITY - The Contractor shall provide, erect and maintain warning signs, lights, barricades, fences, watchmen and/or all other means as necessary to prevent unauthorized persons and vehicles from entering the job site where they may suffer injury or create a hazard to the construction operations or the work in progress. The Contractor shall also take all reasonable precautions for safety in its operations and to prevent injury to its employees and to others at the job site. The Contractor shall follow all Federal, State and County laws and regulations.

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

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

The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. The Contractor shall ensure that no debris, petroleum products or other deleterious materials be allowed to fall, flow, leach or otherwise enter the harbor waters. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to them.

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

The Contractor shall submit a site-specific best management practices plans that fully complies with all applicable requirements of Article XIV – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL to the Construction Engineer before work is started. The plan shall describe methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering State waters. The Contractor shall revise the plans should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

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

10.9 STANDARD SPECIFICATIONS - The term "Standard Specifications" as used in these Technical Provisions of these Specifications, shall mean the "Hawaii Standard Specifications for Road and Bridge Construction, 2005, Department of Transportation Highways Division, Honolulu, Hawaii."

10.10 AS BUILT DRAWINGS - The Contractor shall keep one (1) set of drawings at the job site and make all field changes thereon. After completion of the project, a PDF/A format digital file including markings with all the field changes, contractor's name, signature, and date shall be submitted to the Construction and the Maintenance Engineer.

10.11 COMPLETION TIME – All work for this project shall be completed within the specified time period as listed in page P-1 of the Proposal. The number of days shall commence on the issuance of the notice to proceed. The intent of the contract is to provide for the construction final acceptance of the work described by the contract documents at the accepted bid price and within the time established by the contract. The

Contractor has the duty to furnish all labor, materials, equipment, tools, transportation, incidentals, and supplies and to determine the means, methods, and schedules required to complete the work in accordance with the contract documents.

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

10.12 SUBMITTALS - The contractor shall submit for information and review within thirty (30) days after the execution of the contract, shop drawings and manufacturer's brochures, one (1) copy in PDF format, for the following items:

- A. Best Management Practices (BMP) Plan.
- B. Fire Risers, Laterals, Sprinkler Pendants, and Appurtenances.
- C. Paints
- D. Work schedule two weeks prior to actual construction

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

- Item 1 Fire Suppression Repairs. Payment shall be made at the lump sum price bid in the Proposal Schedule for Fire Suppression Repairs. Such payment shall include removing and reinstalling existing fire riser metal enclosure; removing existing fire suppression system components including fire riser and laterals; installing new fire riser components; installing new fire sprinkler lateral components; testing new fire suppression system; mobilization and demobilization; special watchman services; installation, maintenance, monitoring and removal of BMP; and other incidental work required to complete this item.
- Item 2 Painting. Payment shall be made at the lump sum price bid in the Proposal Schedule for Painting. Such payment shall include preparing and painting new fire riser system and fire sprinkler lateral system components and other incidental work required to complete this item.

ARTICLE XI - MOBILIZATION AND DEMOBILIZATION

11.1 GENERAL - The work consists of furnishing at the job site, plant, equipment, materials, labor and appliances and performing all work in connection with mobilization and demobilization for the job in accordance with this article of the specifications.

11.2 DESCRIPTION

- A. Mobilization shall include setting up, ready for use, all plant, equipment and necessary materials at the job site.
- B. Providing temporary barricades as required for Harbor operations during construction.
- C. Demobilization shall include the removal of all the Contractor's plant and equipment and surplus material from the job site. The cleanup of the job site, satisfactory to the Construction Engineer, shall also be included in this article.

11.3 PAYMENT - Payment for Mobilization and Demobilization shall not be made separately but shall be incidental to applicable items in the Proposal Schedule.

ARTICLE XII – FIRE SUPPRESSION SYSTEM REPAIRS

12.1 GENERAL – The work to be done under this Article consists of furnishing all labor, materials, equipment, and other expenses necessary to repair a portion of the existing fire suppression systems for Kauai District, Nawiliwili Harbor, Kauai in accordance with National Fire Protection Association Standard 13 (NFPA 13) 2022 edition.

12.2 SUBMITTALS

A. Automatic Fire Suppression System:

1. Drawings: The plans of the system are conceptual and to be used as the basis for working plans. Final quantity and layout shall be in accordance with applicable codes, manufacturer's recommendations, and equipment listing. Contractor shall, in his shop drawings, redraw all information required for a complete suppression system working drawing in accordance with NFPA 1 and 13 and the manufacturer's equipment listing installation requirements. The Contractor shall coordinate with the Hawaii Fire Prevention Bureau to ensure proper compliance with their requirements for the new fire suppression riser and components at Pier 2 Shed, Nawiliwili Harbor.
2. Manufacturers Specifications and Materials for automatic fire suppression system components listed in Section 12.5.
3. Instruction Manuals: The Contractor shall furnish instruction manuals, and occupant operating instructions containing complete instructions for the specific make and model of the equipment furnished. One PDF/A digital copy must be provided to the State. Indicate location of isolating valves and items requiring maintenance or inspection.

12.3 QUALITY ASSURANCE

- A. Comply with the requirements of the latest edition of the National Fire Protection Agency (NFPA), Uniform Plumbing Code, Uniform Building code, State of Hawaii, Kauai County, and the manufacturer's recommendations.
- B. Obtain and pay for fees, permits, licenses, assessments, connection charges and inspections required for this work.
- C. Workmanship and materials shall conform to the recommendations and requirements of the Codes and Standards listed hereinafter in addition to the detailed requirements of this specification.

1. National Fire Protection Association (NFPA)
 - a. NFPA 1 Fire Code
 - b. NFPA 13 Installation of Sprinkler Systems
 - c. NFPA 70 National Electric Code
2. American National Standards Institute (ANSI)
 - a. ANSI C2 National Electrical Code

12.4 MATERIALS - All material and equipment used in the fire suppression system shall be new and in accordance with NFPA 13; be the latest design of the manufacturer; and be designed for a working pressure of 175 pounds per square inch or greater. All material and equipment used in the fire suppression system shall be selected from "List of Inspected Fire Protection Equipment and Materials", published annually by UL, and shall bear UL approved stamp or label.

- A. Piping - Piping shall be hot-dip galvanized Schedule 40, conforming to NFPA 13, Chapters 6. Victaulic couplings or approved equal fittings. Underground piping, if required, shall be ductile iron.
- B. Pipe Fittings - Pipe fittings shall be in accordance with NFPA 13, Chapters 6. Drain line fittings shall be hot dip galvanized.
- C. Sprinkler Heads - Sprinkler heads shall be all pendant type. Heads shall be of the standard type conforming to NFPA Standard 13. Heads shall be UL listed as corrosion resistant and be Electroless Nickel PTFE (ENT) or equal. Provide reserve supply of sprinkler heads and the proper wrench necessary for installing them. Quantity shall be as specified in NFPA 13.
- D. Fire Department Connection – Fire Department connection shall be Elkhart Model N. 15, labeled “Auto-Spkr”, UL approved.
- E. Alarm Check Valves – Alarm check valves shall be UL approved flanged type with standard accessories. The alarm check valve shall be of the same size as the riser shut-off valve and shall be mounted on riser as shown on drawings.
- F. Pipe Hangers and Support Bracing - All pipe hangers and support materials shall be Type 316 stainless steel. Pipe hangers shall be in accordance with NFPA Standard 13.

- G. Provide identification signs of standard design, and for drain, test and alarm valves and fasten at designated locations as per NFPA No. 13.
- H. Hardware - Nuts, bolts, threaded rod screws, washers and other miscellaneous hardware shall be type 316 stainless steel.

12.5 CONSTRUCTION

- A. All materials resulting from the demolition and removal of the existing fire suppression system shall be hauled away from the jobsite and disposed of properly in accordance with all federal, state, and local hauling and disposal regulations.
- B. The existing fire riser systems shall be repaired as shown on the project drawing. The Construction Engineer will designate which components are to be salvaged. The salvaged components, including the existing fire riser metal enclosure at the Pier 2 shed at Nawiliwili, shall be carefully disassembled and delivered to and stored in an area designated by the Construction Engineer. All other removed material shall be disposed of away from the project sites. The existing metal enclosure shall be reinstalled with new hardware after the fire riser repairs are completed.
- C. The work shall be carefully laid out in advance. Contractor shall make offsets and changes in direction required to maintain clearance between structure, lights, or other interferences with the approval of the Construction Engineer. Pipes shall be accurately cut to length then threaded, reamed, and cleaned of all extraneous matter before being worked into place without springing or forcing. Compound shall be applied to the male thread only. Joints shall be drip-tight and secure and free of vibration, pounding, or objectionable noise. All welding shall conform to American Welding Society standards.
- D. Pipe supports, hangers, incidental piping, valves, fittings, and appurtenances shall be provided as recommended by the manufacturers and as required by the National Fire Protection Association (NFPA) Standard No. 13. Pipe support and hanger spacing, and pitch of pipe, shall conform to NFPA Standard Nos. 1 and 13.
- E. Thoroughly flush main pipes to fire suppression system before installing fire suppression risers at Nawiliwili Harbor. If water is not contained, the Contractor will be required to obtain a Notice of General Permit Coverage (NGPC) from the HDOH Clean Water Branch authorizing such discharges as stated in Article XIV – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL.

12.6 INSPECTIONS AND TESTS - The updated fire suppression systems shall be tested in accordance with NFPA Standard Nos. 1, and 13. The Contractor shall also demonstrate

that the systems will function properly in accordance with the applicable fire codes. The Contractor shall arrange and pay for all inspections, tests and examinations as required by approving authorities to obtain complete and final acceptance of the new fire protection systems. Furnish Construction Engineer with results of all tests conducted under this section. If resulting water from testing and disinfection is not contained, the Contractor will be required to obtain a Notice of General Permit Coverage (NGPC) from the HDOH Clean Water Branch authorizing such discharges as stated in Article XIV – TEMPORARY STORMWATER POLLUTION, DUST, AND EROSION CONTROL.

- A. Water System: When the roughing-in is completed, the entire fire protection water piping systems shall be tested at a hydrostatic pressure at no less than 200 pounds per square inch gauge and proved tight at this pressure for no less than two (2) hours in order to permit inspection of all joints. Work shall be coordinated for The Construction Engineer or Inspector to be present during testing.
- B. Alarm Test: Simulate alarm conditions to verify proper operation of all alarms and trouble signals. Reset alarms and signals as required.
- C. Defective work: If inspection or test shows defects, such defective work or material shall be replaced or repaired as necessary, and inspection and tests repeated. Repairs to piping shall be made with new materials. No caulking of screwed joints or holes will be acceptable.
- D. Disinfection: The completed system at the Pier 2 Shed in Nawiliwili Harbor shall be disinfected as set forth by the AWWA Standard C651 “Disinfecting Water Mains”.

12.7 PAYMENT - Payment for fire suppression system repairs shall be made as described in Article X of these Specifications.

ARTICLE XIII – PAINTING

13.1 GENERAL – The work to be done under this Article consists of preparing and painting all surfaces of the new fire suppression system components, except sprinkler heads, at Nawiliwili Harbor, Kauai, as indicated on the drawings and as specified.

13.2 SCOPE OF WORK – The work includes preparing for painting and painting the following surfaces:

- A. All exposed surfaces of the fire suppression system components and existing main pipe from top of pavement, with exception to the sprinkler pendants, for the new fire riser system at Pier 2 Shed, Nawiliwili Harbor.
- B. All exposed surfaces of the existing fire riser metal enclosure.

13.3 COLOR SELECTION - The prime coat shall be of a lighter color than the finish color. The finish coat shall be OSHA Safety Red.

13.4 MATERIAL - All paints shall be delivered to the site in the manufacturer's sealed containers. Each container shall be labeled by the manufacturer with the label showing name, brand, type of paint, color of paint, and the manufacturer's instructions for reducing consistency. Paint shall be asbestos-free, lead-free, zinc-chromate-free, strontium-chromate-free, cadmium-free, and mercury-free. The painting materials shall be the following or approved equal.

- A. Pre-Treatment - The pre-treatment shall be a concentrated water-based surface cleaner low in odor, non-flammable and biodegradable, "Prep 88" as manufactured by PPG or approved equal.
- B. Prime Coat - Prime coat shall be a high performance, chemically cured, epoxy rust inhibitive primer, "Amercoat 240 Universal Epoxy Primer" as manufactured by PPG or approved equal.
- C. Finish Coat - Finish coat shall be a high performance, two component, chemically cured aliphatic polyurethane paint, gloss finish, "Amercoat 450H" as manufactured by PPG or approved equal.

13.5 SURFACE PREPARATION

- A. New Metal Surfaces - All new metal surfaces to be painted shall be sound, dry and thoroughly cleaned of oil, grease, dirt and other foreign material by the use of chemical cleaning. Surface preparation shall conform to SSPC-SP-1, Chemical Cleaning.
- B. Existing Metal Surfaces – All existing metal surfaces to be painted shall be thoroughly cleaned of all loose paint, grease, dirt scale, rust and other foreign

material via suitable chemical cleaning in accordance with Chemical Cleaning, SSPC-SP-1. Rinse surface thoroughly and allow to dry completely. Rinse discharge should be properly contained.

13.6 PAINTING SCHEDULE

- A. New Metal Surfaces – All new metal surfaces to be painted shall be pre-treated with the material specified in paragraph 13.4 A above. All new metal surfaces shall be painted with one prime coat of the material specified in paragraph 13.4 B above and two finish coats of the material specified in paragraph 13.4 C above.
- B. Existing Metal Surfaces – All existing metal surfaces shall be painted with one prime coat of the material specified in paragraph 13.4 A and one finish coat of the material specified in paragraph 13.4 B above.

13.7 PAINTING APPLICATION

- A. All surfaces to be painted shall be properly prepared prior to painting and shall be inspected for approval by the Harbors Division Construction Engineer before painting will be allowed. All painting materials shall be mixed and applied in accordance with the manufacturer's instructions.
- B. The time interval between each coat of paint shall be recommended by the manufacturer. The prime coat shall be of a lighter color than the finish coat.
- C. All prime and finish coats for new metal surfaces shall be applied by brush or roller. No spraying at the project site will be allowed.
- D. The prime coat for new metal surfaces shall be applied at a rate to produce a dry film thickness of at least 4.0 mils. Each finish coat shall be applied at a rate to produce a dry film thickness of 3.0 mils. The finish dry film thickness of the three-coat system for repaired concrete wall surfaces shall be at least 10.0 mils.
- E. The prime coat for existing metal surfaces shall be applied at a rate to produce a dry film thickness of at least 4.0 mils. Each finish coat shall be applied at a rate to produce a dry film thickness of 3.0 mils. The finish dry film thickness of the three-coat system for repaired concrete wall surfaces shall be at least 7.0 mils.
- F. Shield sprinkler heads with protective covering while painting is in progress. Upon completion of painting, remove protective covering from sprinkler heads. Remove sprinkler heads which have been painted and replace with new sprinkler heads.

- G. Finish work shall be uniform and of approved color. The finish shall completely cover, be smooth and free from runs, sags, drips, waves, laps, or brush marks. Edges of paint adjoining other surfaces or materials shall be sharp and clean without overlapping.
- H. Before final approval, Contractor shall ensure complete coverage of paint free of marks, gauges, nicks, and scrapes which may have occurred after initial painting.

13.8 CLEAN UP

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

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

ARTICLE XIV – TEMPORARY WATER POLLUTION, DUST, AND EROSION
CONTROL

For Project NOT Subject to NPDES NOI-C Permit

14.1 DESCRIPTION - This section is required for all work, including the Contractor's storage sites. It describes the following:

- A. A detailed site-specific Best Management Practice (BMP) Plan including diagrams and narratives; constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site including local material sources, work areas and access roads; removing and disposing of wastes and hazardous wastes; and control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion). Additionally, all projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors Division, Stormwater Management Plan (SWMP) requirements, unless exempted, and are subject to Harbors Stormwater BMP inspections. If any requirement conflicts with those administered by State of Hawaii, Department of Health (HDOH), the Contractor shall follow the more stringent requirement.
- B. Compliance with applicable federal and other state permit conditions.
- C. Work associated with dewatering and hydrotesting activities and compliance with conditions of the NPDES general permit coverage authorizing discharges associated with construction activity dewatering and hydrotesting.

14.2 GENERAL REQUIREMENTS - In order to provide for the control of water pollution, dust, and erosion arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, the work performed shall comply with all applicable federal, state, and local laws and regulations concerning water pollution control including, but not limited to, the following regulations.

- A. State of Hawaii, HDOH, Hawaii Administrative Rules (HAR) Chapter 11-54 – Water Quality Standards and Chapter 11-55 – Water Pollution Control.
- B. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors Division, Stormwater Management Plan.
- C. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Water Quality.
- D. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.
- E. 40 CFR Part 110, Environmental Protection Agency (EPA), Discharge of Oil.

- F. 40 CFR Part 117, EPA, Determination of Reportable Quantities for Hazardous Substances.
- G. 40 CFR Part 261, EPA, Identification and Listing of Hazardous Waste.
- H. 40 CFR Part 302, EPA, Designation, Reportable Quantities, and Notification.
- I. 49 CFR Part 171, U.S. Department of Transportation, Hazardous Materials Regulations.

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

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

14.4 CONSTRUCTION

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

2. Temporary Water Pollution, Dust, and Erosion Control Submittals. The Contractor shall submit the site-specific BMP Plan to the Construction Engineer prior to the start of work for review of compliance with this Article. A site-specific BMP Plan template is available online at <https://hidot.hawaii.gov/harbors/malamaikeawakai/>, under **HDOT Harbors Construction and Post-Construction Programs – Documents and Forms**.

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

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

Personal Protective Equipment (e.g., earplugs, dust masks, and gloves). Employees who are specifically tasked with housekeeping duties shall be identified by name.

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

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

The Contractor shall follow guidelines in the “*The City and County of Honolulu Storm Water Best Management Practice Manual – Construction*,” (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow applicable CCH *Rules Relating to Water Quality* for

all projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors, and use respective Soil Erosion Guidelines for other Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows.

1. No work shall be allowed to begin until submittals detailed in Subsection 14.4 A.2 – Temporary Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Construction Engineer. The Contractor shall prevent pollutants from entering state waters. These efforts shall address areas such as those that drain to water, are over water, or drain to storm drains adjacent and in the area of the project site. The Contractor shall design, operate, implement, and maintain the Plan to ensure that stormwater discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.
2. All projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors are subject to HDOT Harbors Division SWMP requirements for construction at those harbors unless the project meets a specified exemption class. The requirements include, but are not limited to, construction site BMP initial, recurring (i.e., every two weeks from October through March and every two months otherwise), and final inspections at the frequencies outlined in the SWMP. No grading or land disturbance activities are allowed until the initial BMP inspection is completed and required BMPs are found to be properly installed.
3. Address all comments received from the Construction Engineer.
4. Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.
5. Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.
6. BMP shall be in place and operational until the construction is completed and accepted by Harbors.
7. Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto roadways.

8. Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Construction Engineer.
9. Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be a source of fugitive dust.
10. Cleanup and remove any pollutant that can be attributed to the Contractor.
11. Install or modify BMP due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site-specific BMP Plan or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.
12. Properly maintain BMP.
13. Remove, replace or relocate any BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to the project or public.
14. The Contractor's designated representative specified in Subsection 14.4 A.2.a.4 shall address any BMP concerns brought up by the Construction Engineer within 24 hours of notification, including weekends and holidays. Should the Contractor fail to satisfactorily address these concerns, the Construction Engineer reserves the right to employ outside assistance or use the Construction Engineer's own labor forces to provide necessary corrective measures. The Construction Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Construction Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply BMP shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP may result in one or more of the following: The Contractor being fully responsible for all additional costs incurred by HDOT Harbors Division including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.

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

Do not begin hydrotesting activities until the HDOH CWB has issued a NGPC. Hydrotesting operations shall be in accordance with conditions in the NGPC. Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Construction Engineer.

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

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

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

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

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

ARTICLE XV - REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS

15.1 EXECUTION - This section includes removal and disposal of lead-containing materials.

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

A. Code of Federal Regulations (CFR).

29 CFR 1910.94	Ventilation
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1910.1000	Air Contaminants
29 CFR 1926.21	Safety Training and Education
29 CFR 1926.33	Access to Employee Exposure and Medical Record
29 CFR 1926.55	Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.59	Hazard Communication
29 CFR 1926.62	Lead Exposure in Construction
29 CFR 1926.65	Hazard Waste Operations and Emergency Response
29 CFR 1926.103	Respiratory Protection
29 CFR 1926.502(f)	Warning Line Systems
40 CFR 260	Hazardous Waste Management Systems: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of Hazardous Waste
40 CFR 263	Transporters of Hazardous Waste
40 CFR 264	Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 265	Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 268	Land Disposal Restriction

49 CFR 172 Hazardous Materials, Tables, and Hazardous Materials Communications Regulations

49 CFR 178 Shipping Container Specification

B. Hawaii Occupational Safety and Health (HIOSH).

12-114.2 Personal Protective and Life Saving Equipment

12-148.1 Lead

12-122.2 Materials Handling, Storage, Use, and Disposal

12-151 Hazardous Waste Operations and Emergency Response

12-202-33.1 Lead

C. American National Standards Institute (ANSI).

ANSI A10.14 (1991) Construction and Demolition Operations - Requirements for Safety Belts, Harnesses, Lanyards and Lifelines for Construction and Demolition Use

ANSI Z88.2 (2015) Practices for Respiratory Protection

ANSI Z359.1 (1992, R1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

D. National Fire Protection Association (NFPA).

NFPA 30 (2018) Flammable and Combustible Liquid Code

NFPA 70B (1998) Electrical Equipment Maintenance

NFPA 70 (2017) National Electrical Code

NFPA 241 (2019) Safeguarding Construction, Alteration, and Demolition Operations

NFPA 326 (2020) Safeguarding Tanks and Containers for Entry, Cleaning, or Repair

NFPA 327 (1993) Cleaning or Safeguarding Small Tanks and Containers

15.3 DEFINITIONS

- A. Definitions as outlined in 29 CFR 1910.120
- B. Action Level - Lead. Employee exposure, without regard to use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period.
- C. Contractor. For this project, the Contractor is that individual, or entity under contract to the General Contractor to perform the herein listed work.
- D. Lead. Metallic lead, inorganic lead compounds, and organic lead soaps. Excludes other forms of organic lead compounds.
- E. Lead Control Area. A temporary area or structure or containment, sometimes equipped with high-efficiency particulate air (HEPA)-filtered local exhaust, that prevents the spread of lead dust or debris. Usually, critical barriers and physical boundaries are employed to isolate the lead control area and to prevent migration of lead contamination and unauthorized entry of personnel.

15.4 DESCRIPTION OF WORK

- A. **The Contractor shall assume that all painted surfaces disturbed by the project are classified as lead-based and shall be properly handled in accordance with all applicable codes, laws, and regulations.**
- B. In performing this project, all possible safeguards, precautions, and protective measures should be utilized to prevent exposure of any individual to hazardous materials. The disturbance or dislocation of lead- containing materials may cause contaminated dust to be released into the atmosphere, thereby creating a potential health hazard to the workers and the general public. Apprise all workers, supervisory personnel, subcontractors, consultants, and authorized visitors who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.
- C. The Contractor shall be responsible for proper testing, handling, transporting, and disposal of all existing hazardous materials from the subject property at no cost to the State.
- D. Contractor to provide all Hazardous Waste (HW) disposal documentation (i.e., Uniform Hazardous Waste Manifest, Environmental Protection Agency (EPA) Form 8700-22; certificates of disposal) to Harbors Engineering for review and acceptance prior to any contaminated debris leaving the project site. For purposes of this Specification and proposal, all contaminated construction debris that is regulated for disposal in accordance with (IAW) 40 CFR Part 261 shall hereinafter be referred to as a Hazardous Waste (HW) vice Hazardous Materials

(HM).

- E. Pollution Control. The Contractor shall not contaminate the air, water, soil, or other items with hazardous materials such as cleaning solutions, debris, and wastes contaminated by lead. The Contractor shall immediately clean the contaminated area and dispose of the waste in compliance with all Federal, State, and local laws, ordinances, rules, and regulations at his or her own expense.
- F. The Contractor shall be responsible for conducting a site visit to verify all quantities and material locations. There will be no change orders issued for the abatement of additional hazardous materials discovered in the course of the abatement activities.
- G. The Contractor shall comply with all applicable Federal, State, and local laws and regulations.

15.5 REQUIREMENTS

- A. Notification. The Contractor shall notify the Harbors Division Construction Engineer 15 days prior to the start of any abatement or renovation work involving hazardous materials.
- B. Certification. The Contractor shall use only EPA-certified Lead Workers or Supervisors to perform all work that involves lead-containing or lead-contaminated materials.
- C. Worker Training. Contractor employees assigned to work at the site must have successfully completed either the 40-hour basic Hazardous Waste Operations (HAZWOPER) or the refresher course, as stipulated in 29 CFR 1910.120, within the last year. The Contractor shall be solely responsible for complying with all OSHA 29 CFR 1926.62 and HIOSH 12-148.1 requirements to train each employee. Training shall include, but not be limited to, the hazards of lead; safety and health precautions; and the use and requirements for protective clothing, equipment, and respirators.
- D. Supervisor Training. Field managers and supervisors who are directly responsible for, or who supervise employees engaged in hazardous waste site operations, must have successfully completed either the 40-hour basic HAZWOPER and additional 8-hour supervisor training, or the refresher courses, as required by 29 CFR 1910.120, within the last year.
- E. Field Experience. Each employee assigned to work at the site must also have a minimum of three days of field experience under the direct supervision of trained, experienced personnel. The field experience, at a minimum, must have included hands-on training in the proper use and calibration of field instruments, waste cleanup, spill control and containment, and general site safety.

- F. Medical Surveillance. Employees and subcontractors who are assigned to work at the site are required to have medical clearance satisfying 29 CFR 1910.120 and 1910.134. A physician must have examined the employee or subcontractor within the past twelve months and must certify that the employee or subcontractor is physically fit to wear a respirator and perform work at hazardous waste sites. Individuals, whose medical clearance is not current will not be allowed to work at the site.
- G. Respiratory Protection Program. The Contractor shall establish and implement a Respiratory Protection Program as required by ANSI A88.2, 29 CFR 1910.134, 29 CFR 1926.62, and HIOSH 12-148.1.
- H. Hazard Communication Program. The Contractor shall establish and implement a Hazard Communication Program as required by 29 CFR 1926.59.
- I. Safety Program. The Contractor shall establish and implement a Health and Safety Plan that meets the specifications of 29 CFR 1926 Subparts C and D.
- J. Applicable Standards and Guidelines. All work under this contract, and any other trade work conducted with the project, shall be done in strict accordance with all applicable Federal, State, and local regulations, standards, documents, and codes governing the preparation, removal, renovation, treatment, transportation, and disposal of lead-containing and contaminated materials. The most recent edition of any relevant regulation, standard, document, or code shall be applicable.

15.6 SUBMITTALS

- A. Contractor to provide all documentation referenced in this part to the Harbors Division Construction Engineer for review and acceptance prior to starting work. Documentation shall include, but not be limited to, the following areas:
 - 1. EPA-recognized lead certification for all employees assigned to the project.
 - 2. All relevant medical surveillance records to demonstrate that employees are monitored for lead exposure.
 - 3. Medical clearance for employees to wear respirators.
 - 4. Contractor written Respiratory Protection Program.
 - 5. Contractor written Hazard Communication (HAZCOM) Program. HAZCOM plan shall address all requirements for HAZCOM 2012.
 - 6. Contractor written site-specific Health and Safety Plan.

7. Training records for all employees in HAZCOM, HAZWOPER, Lead Awareness, Respiratory Protection, and PPE.
 8. Work Procedure and Waste Management Plan, to include an air monitoring plan, where required.
- B. Manufacturer's Catalog Data. Submit copies of manufacturer's specifications, installation instructions, and field test materials for all chemicals and equipment related to miscellaneous hazardous materials, including any other data that may be required to demonstrate compliance with these Specifications and proposed uses. This includes, but is not limited to, data for respirators.
 - C. Safety Data Sheets (SDSs). Submit copies of the SDSs for all chemicals used.
 - D. Respiratory Protection Program. Submit no later than 10 consecutive working days from notice of award, a copy of the Contractor's Respiratory Protection Program prepared in accordance with all applicable laws. The Contractor shall also submit fit test records on all employees to be used on this project who may be required to wear a respirator.
 - E. Hazard Communication Program. Submit no later than 10 consecutive working days from notice of award, a copy of the Contractor's Hazard Communication Program prepared in accordance with all applicable laws.
 - F. Safety Program. Submit no later than 10 consecutive working days from notice of award, a copy of the Contractor's Health and Safety Plan prepared in accordance with all applicable laws.
 - G. Certification of Medical Examinations. The Contractor shall submit documentation from a physician that all employees or agents who may be required to wear a respirator have been medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects.
 - H. Employee Training Certifications. Submit documentation within 10 consecutive calendar days of award, satisfactory to the Harbors Division Construction Engineer, that the Contractor's employees, including foreman, supervisors, and any other company personnel or agents who may be responsible for any aspects of removal and disposal of miscellaneous hazardous materials, have received training in accordance with this Specification.
 - I. Emergency Planning Procedures. Emergency planning shall be developed prior to initiation of work and approved by the Contractor and the Harbors Division Construction Engineer. It shall include, but not be limited to, considerations of fire, explosion, electrical hazards, slips, trips and falls and heat related injuries. The Contractor shall develop written emergency procedures and provide

employee emergency training.

J. Work Procedure and Waste Management Plan.

1. The Contractor shall develop and submit a detailed written job- specific Work Procedure and Waste Management Plan to establish and implement practices and procedures for the proper testing, handling, and disposal of waste generated by the abatement of material containing lead or other hazardous materials.
2. **The Contractor must obtain the Harbors Division's approval of the Work Procedure and Waste Management Plan prior to starting any work.**
3. The Work Procedure and Waste Management Plan shall effectively and clearly communicate the means for complying with requirements of this Section and EPA regulations and procedures for the classifying, handling, and disposal of solid and liquid waste. Generic statements shall not be used. Specific methods, procedures, and details are required. The plan shall address procedures for handling and disposal of both hazardous and non-hazardous waste.
4. The Work Procedure and Waste Management Plan shall also comply with applicable requirements of all other Federal, State, and local waste/hazardous waste regulations.
5. Required components of Work Procedure and Waste Management Plan include:
 - a. A sketch showing the location, size, and details of control areas, signage, security, decontamination and support areas, including eating, drinking, smoking, and restroom areas;
 - b. Procedures, interface of trades, sequencing of work, respirators, protective equipment;
 - c. A detailed description of the methods of control of the work to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded; and
 - d. A detailed description of the methods of control of the work to ensure that lead is not released into the water.

K. Work Plan and Schedule for Waste Containment and Disposal.

1. List of waste handling equipment to be used in performing the work, to

include cleaning, volume reduction, and transport equipment;

2. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes;
 3. Estimated quantities of wastes to be generated and disposed of as well as a description of the methods used to identify hazardous wastes encountered with the work;
 4. Spill prevention, containment, and cleanup contingency measures to be implemented;
 5. Description of procedures to stop work in the event that area monitoring and laboratory analysis indicate air concentrations of lead in excess of the action level;
 6. Methods to eliminate runoff of the water used to minimize dust created by renovation work, and collection and disposal plan for wastewater and debris;
 7. Names, EPA Transporter Identification numbers, and qualifications of all Subcontractors that will be transporting, storing, treating, or disposing of the wastes as hazardous waste. Include the facility location, facility operator, and a 24-hour point of contact; and
 8. EPA Generator ID number for the work site.
- L. TCLP Results. Submit test results to the Harbors Division Construction Engineer within three (3) working days of collection, signed by the testing laboratory employee performing the analysis and the Contractor's Competent Person.
- M. Waste Disposal Manifest Forms. Submit copies of all transport manifests, trip tickets, and disposal receipts for all hazardous waste removed from the work area and disposed of at a disposal facility during the work process.

15.7 PERSONAL PROTECTIVE EQUIPMENT (PPE) - The contractor acknowledges that he alone is responsible for instruction and for enforcement of personal protection requirements and that these specifications provide only a minimum acceptable standard. Safety equipment shall be provided to all workers and shall include, at minimum, the following:

- A. Respirators. Select respirators approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. Respirators shall comply with the requirements of 29 CFR 1926.62 and HIOSH 12-148.1. For this project, respirators shall be worn at all times throughout the removal and renovation process or as deemed necessary by the

Contractor's Competent Person.

- B. Hard hat meeting the requirements of ANSI/ISEA Z89.1-2014 (R2019).
- C. Steel-toed and steel-shank boots meeting the requirements of ANSI Z41.1-1967.
- D. Safety glasses with side shields meeting the requirements of ANSI Z87.1- 2015.
- E. Gloves of a composition appropriate to the hazard being handled.
- F. Any additional insulating or impermeable clothing to protect against relevant work or weather conditions.

15.8 CONTROL AREA REQUIREMENTS

A. Boundary Requirements.

- 1. Establish a control area to contain lead abatement/removal operations by demarcating a boundary around the work areas in accordance with the Contractor's approved Work Procedure and Waste Management Plan. The control area shall be isolated by physical boundaries, such as temporary fencing, boundary tape and rope, to prevent unauthorized entry of personnel. If the work practice relating to hazardous material abatement will create airborne dust, create a containment to prevent migration of airborne dust outside of control area.
- 2. Post Warning and Danger signs in accordance with 29 CFR 1926. Signs shall be placed at all approaches to lead control area and at the boundary of the control area. Signs shall be posted at all locations where airborne concentrations of hazardous substances may exceed ambient background levels. Locate signs at such a distance that personnel may read the sign and take necessary protective measures to avoid exposure. In addition, post signs with "Authorized Entry Only, Lead Control Area" and "PPE Required" at every entry point.

B. Personal Protection Requirements.

- 1. No one will be permitted in the control area unless they have been given appropriate training, PPE, and medical examinations. PPE is required for all employees and persons within the control area.
- 2. Eating, drinking, smoking, and application of cosmetics shall be permitted only in areas designated by the Contractor, approved by the Harbors Division Construction Engineer, and which are free of dust generated by the renovation. Eating, drinking, smoking, and application of cosmetics are not permitted in the control area.

3. Where eyes may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes shall be provided within the work area.

C. Environmental Requirements.

1. Minimize the emission of dust and particulates from work with lead-contaminated materials and prevent their migration out of the control area. Ensure airborne lead levels outside the lead control area are below the Action Level.
2. Do not release any contaminated material to water. Water includes the ocean, streams, sewer system, and any run-off that may enter the ocean, streams, sewer system, or other water source.
3. Perform work without damage to or contamination of the areas adjacent to locations where hazardous material will be disturbed as a result of renovation activities. If any part of the work area is damaged or contaminated during the disturbance of hazardous materials, restore the damaged or contaminated area to its original condition or better, as determined by the Harbors Division Construction Engineer.

D. Exit Procedures. Whenever personnel exit the control area, they shall perform the following procedures and shall not leave the workplace wearing any clothing or other equipment worn in the control area:

1. Vacuum themselves off with HEPA-filtered vacuum equipment. Use UL-586 labeled HEPA filters;
2. Remove protective clothing in the designated changing area within the lead control area and place them in an approved impermeable disposal bag;
3. Wash hands and face in the designated changing area before exiting to the designated clean area outside of lead control area; and
4. Prevent the migration of mud, dust, and/or debris carried on work boots, clothing, or equipment from the renovation site into areas beyond the control area.

15.9 WORK PROCEDURE

- A. Perform renovation and removal work in accordance with approved Work Procedure and Waste Management Plan.
- B. Engineering controls shall be used to minimize airborne dust from work with materials containing lead or other hazardous substances. Care shall be taken to avoid pulverizing, scraping, or crumbling debris from such materials.
- C. The use of heat guns or hot knives that reach temperatures above 650 degrees Fahrenheit, on surfaces containing lead or other hazardous substances is prohibited.
- D. Open flame burning or torching of material containing lead or other hazardous substances is prohibited.
- E. Use of vacuum equipment without HEPA filters in areas containing material containing lead or other hazardous substances is prohibited.
- F. Control of Visible Emissions. The Contractor shall control dust emissions from the project site so that no visible dust emissions leave the project work areas during renovation work involving materials containing lead or other hazardous substances. Wet methods or other engineering controls shall be used to control the emission of dust and/or debris from the renovation site in accordance with all applicable Federal, State, and local regulations. Emissions in excess of the above shall be cause for immediate shut down of the project until corrective measures are implemented.
- G. Control of Emissions to Water. The Contractor shall control dust and debris emissions from the project site so that no emissions enter the ocean, streams, sewer system, or other water sources from the project work areas during renovation work involving materials containing lead or other hazardous substances.
- H. Control of Water Runoff. Water used to control emissions of dust from the renovation or as part of the renovation activities shall not be allowed to flow uncontrolled from a control area, to any adjacent area or to enter the sanitary or storm water sewer system. All water runoff from control areas shall pass through a filter berm to remove particulate matter prior to discharge to water sewer system. The Contractor shall use only sufficient water to adequately control dust. Under no conditions shall wastewater be disposed of in storm drains or dumped on the ground.

15.10 WASTE CHARACTERIZATION

- A. TCLP testing of the gross solid renovation debris shall be performed by the Contractor to characterize the debris as either non-hazardous or hazardous waste. Metal items to be demolished and removed shall be recycled.
- B. The Contractor shall not concentrate, treat, or intermix wastes from outside this project with the debris and wastes generated by this project.
- C. All TCLP test samples shall be collected by the Contractor in accordance with SW 846, "Test Methods for Evaluating Solid Waste - Physical/Chemical Methods."
- D. Submit results of TCLP tests to the Harbors Division Construction Engineer within 3 working days of collection, signed by the testing lab employee performing the analysis and the Contractor's Competent Person.

15.11 DISPOSAL - The Contractor shall be responsible for proper and necessary testing, packaging, transporting, and disposing procedures to remove all miscellaneous drums, containers, and other hazardous and non-hazardous waste/materials from the abatement of hazardous materials. If disposed of at a disposal facility, the Contractor shall provide proper waste disposal and transportation waste manifests from the receiving disposal facility to the Harbors Division Construction Engineer.

15.12 REPORTING - The Contractor shall make available to the authorized representative of the State all pertinent documents, disposal certificates, waste transportation manifests, laboratory data, and field notes necessary for the preparation of the final report.

15.13 PAYMENT - Payment for removal and disposal of miscellaneous hazardous materials shall be made as described in Article I of this HIEPRO solicitation. Project final payment will not be made until a signed copy of the manifest from the treatment or disposal facility certifying the amount of hazardous materials delivered is returned and a copy is furnished to the Harbors Division Construction Engineer.

ARTICLE XVI - PROJECT PHOTOGRAPHS

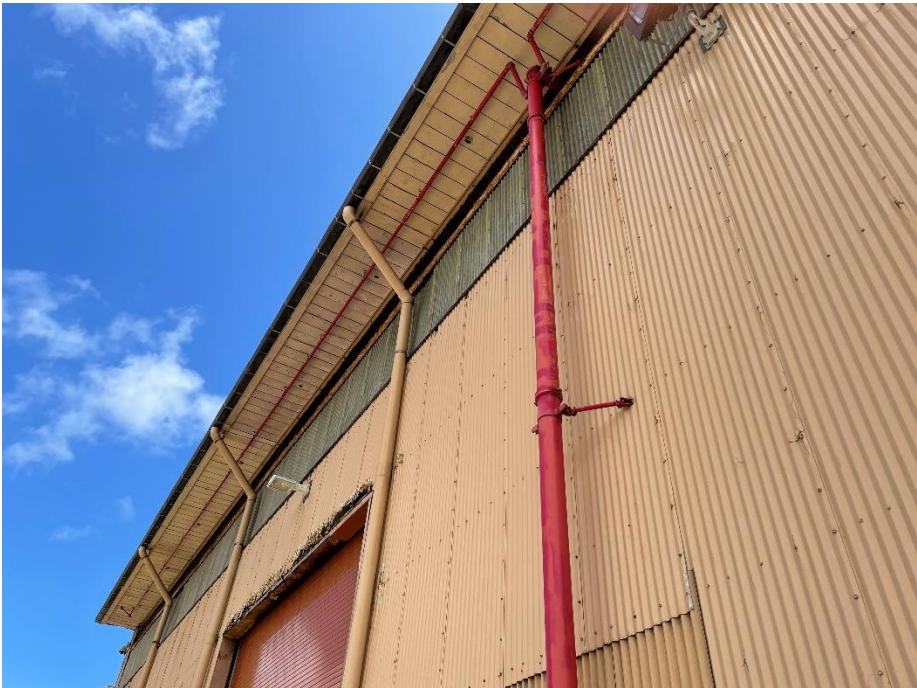


Photo 1: Existing fire suppression system to be replaced.

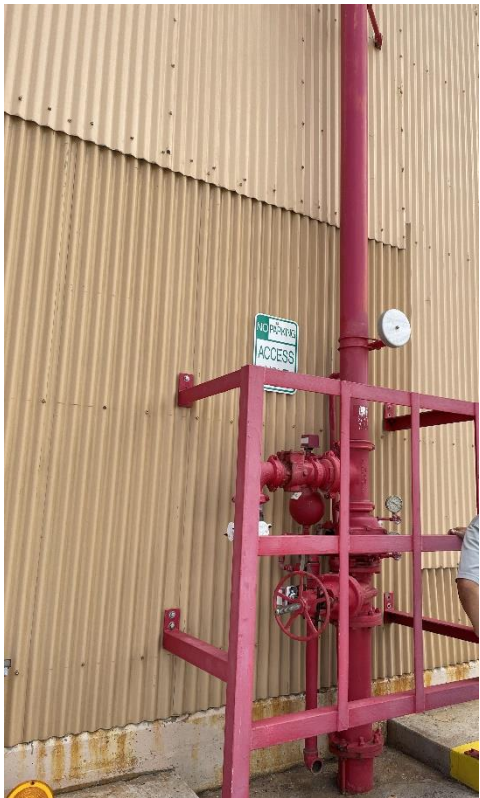


Photo 2: Existing fire suppression system to be replaced

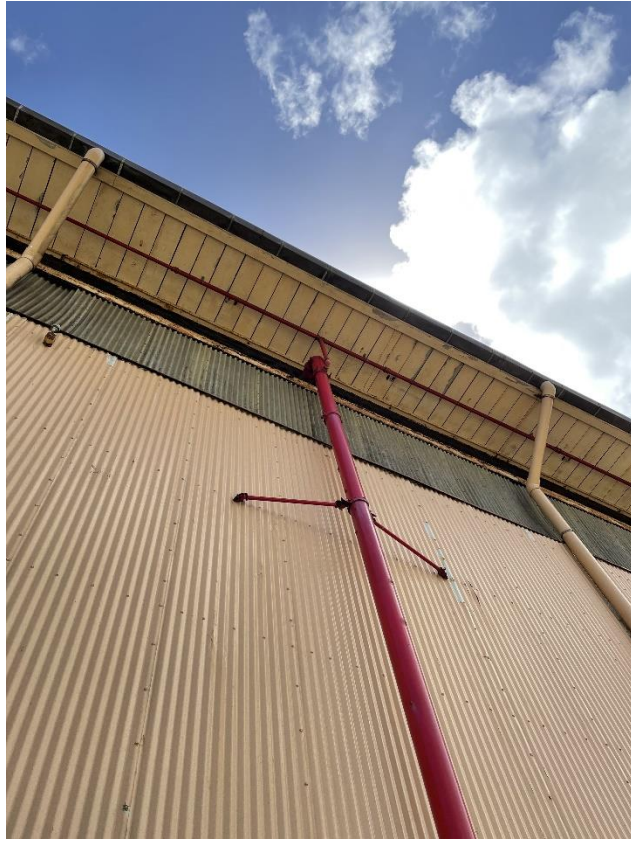


Photo 3: Example of new fire suppression system.



Photo 4: Example of new fire suppression system.

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

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

Rate of Wages for Laborers and Mechanics

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

Overtime

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

Weekly Pay

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

Posting of Wage Rate Schedules

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

Withholding of Accrued Payments

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

Certified Weekly Payrolls and Payroll Records

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

Termination of Work on Failure to Pay Wages

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

Apprentices

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

Enforcement

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

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



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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

PROPOSAL

PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROJECT: REPAIR EXTERIOR FIRE SUPPRESSION SYSTEM AT
PIER 2 SHED, NAWILIWILI HARBOR, KAUAI,
HAWAII

PROJECT NO.: S70161

COMPLETION TIME: TWO HUNDRED SEVENTY (270) calendar days from the
date indicated in the Notice to Proceed from the Department.

LIQUIDATED DAMAGES: ONE HUNDRED FIFTY DOLLARS (\$150.00) for each
and every working (or calendar) day which the Contractor
has delayed the completion of this project.

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

ELECTRONIC SUBMITTAL: The bidder shall submit the proposal in HiePRO. The
proposal shall be UPLOADED to HiePRO prior to the bid
opening date and time. **Failure to upload the Proposal
into HiePRO shall be grounds for rejection of the bid.**
See SPECIAL PROVISIONS - 2.8 PREPARATION AND
DELIVERY OF BID - for additional information.

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

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

The undersigned Bidder further agrees to the following:

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

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

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

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

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

(Fill in other acceptable security.)

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

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

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

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

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

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

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

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

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

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

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

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

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

PREFERENCES

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

A. HAWAII PRODUCTS PREFERENCE

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

B. APPRENTICESHIP PROGRAMS PREFERENCE

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

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

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

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

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

REPAIR EXTERIOR FIRE SUPPRESSION SYSTEM PIER 2 SHED

AT

NAWILIWILI HARBOR, KAUAI, HAWAII

S70161

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity	Unit	Amount Bid
1	Fire Suppression Repairs	Lump Sum	Lump Sum	\$ _____
2	Painting	Lump Sum	Lump Sum	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS..... \$ _____				

NOTES:

Bids shall include all Federal, State, County and other applicable taxes and fees.

The TOTAL AMOUNT FOR COMPARISON OF BIDS will be used to determine the lowest responsible bidder.

Bidders shall complete all unit prices and amounts. Failure to do so may be ground for rejection of bid.

If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

The bidder shall submit the proposal in HiePRO. The proposal shall be **UPLOADED** to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink) proposal documents are not required to be submitted. The award will be made based on proposals uploaded in HiePRO. Any and all other additional documents explicitly designated and labeled as **CONFIDENTIAL OR PROPRIETARY** shall be **UPLOADED SEPARATELY** to HiePRO. Failure to upload the bid Proposal Schedule into HiePRO shall be grounds for rejection of the bid. If there is a conflict between this specification and its HiePRO solicitation, the specifications shall govern and control unless otherwise specified.

S70161

P-7

Bids will be evaluated on the basis of the TOTAL AMOUNT FOR COMPARISON OF BIDS. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.

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

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

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

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

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

(name of bonding company)

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

(State/county entity)

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

(required amount of bid security)

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

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____

Name of Principal (Offeror) (Seal)

Signature

Title

Name of Surety (Seal)

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contents:

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104, HRS Compliance Certificate

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

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

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

_____ *(State/County entity)*

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

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

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

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

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

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

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

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

WHEREAS:

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

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

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

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

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

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

Notary Seal
NOTARY CERTIFICATION

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

Notary signature _____
Date _____

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

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under 103D, HRS.
 - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in Section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
 - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

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

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

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

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

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

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

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

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

Notary Signature

Date

NOTARY CERTIFICATION