

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

SPECIAL PROVISIONS, SPECIFICATIONS,  
PROPOSAL AND CONTRACT  
FOR  
OPERATION AND MAINTENANCE OF  
WASTEWATER PUMP STATIONS AND SUMP PUMPS  
AT  
DANIEL K. INOUE INTERNATIONAL AIRPORT  
HONOLULU, OAHU, HAWAII  
PROJECT NO. BO1431-73

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

SEALED BIDS for OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS AT DANIEL K. INOUE INTERNATIONAL AIRPORT, HONOLULU, OAHU, HAWAII, PROJECT NO. BO1431-73, will begin as advertised on HiePRO. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on registering:  
<https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is January 3, 2024, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUND FOR REJECTION OF THE BID.**

The scope of work consists of the operation and maintenance of three (3) wastewater pump stations, two (2) in-line sewage grinders, two (2) triturator stations and thirty-one (31) sump pump stations and two (2) booster pumps at the Daniel K. Inouye International Airport.

To be eligible for award, bidders must possess a valid and current State of Hawaii Specialty Contractor's License "C-37" or Hawaii Specialty Contractor's License "C-37e", Treatment and Pumping Facilities Contractor's license at the time of bidding.

A pre-bid conference is scheduled for December 13, 2023, at 10:00 a.m., HST, at Daniel K. Inouye International Airport, 300 Rodgers Boulevard #12, Honolulu, Hawaii, Administrative Tower Building, 5th Floor Conference Room. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. Anything said at the conference is for clarification purposes and any changes to the bid documents will be made by addendum and posted in HIePRO.

All Request for Information (RFI) questions and substitution requests shall be submitted via HIePRO **no later than December 20, 2023, at 2:00 p.m., HST.** RFI questions received after the stated deadline will not be addressed. Verbal RFIs will not receive a response. All responses to RFI questions shall be issued by formal addendum and posted in HIePRO.

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 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. Derick Ebesuno, our Airports State Project Manager at (808) 836-6461, or email at [derick.t.ebesuno@hawaii.gov](mailto:derick.t.ebesuno@hawaii.gov).

The State reserves the right to reject any or all proposals and to waive any defects in said proposals for the best interest of the public.



---

EDWIN H. SNIFFEN  
Director of Transportation

Posted on HIePRO: December 1, 2023

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Notice to Bidders	
Special Provisions.....	SP-1 to SP-29
Specifications (Serv.)	
Section 1 Definition and Terms .....	1-1 to 1-4
Section 2 Proposal Requirements and Conditions .....	2-1 to 2-3
Section 3 Award and Execution of Contract.....	3-1 to 3-5
Section 4 Scope of Work .....	4-1 to 4-3
Section 5 Control of Work.....	5-1 to 5-3
Section 6 Control of Material and Equipment .....	6-1 to 6-3
Section 7 Legal Relations and Responsibility .....	7-1 to 7-4
Section 8 Prosecution and Progress .....	8-1 to 8-8
Section 9 Payment.....	9-1 to 9-2
Section 10 Operation and Maintenance of Wastewater Pump Stations and Sump Pumps .....	10-1 to 10-29
Exhibits .....	A to I
Appendix A (Service Checklists).....	A-1 to A-10
Proposal.....	PF-1 to PF-5
Proposal Schedule.....	PF-6 to PF-17
Bid Bond .....	BB-1

Forms

Contract.....KF-1 to KF-3

Performance Bond (Surety) ..... 1 to 2

Performance Bond ..... PB-1 to PB-2

Certificate for Performance of Services..... CPS-1

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII  
AIRPORTS DIVISION

SPECIAL PROVISIONS

## SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

SECTION 1 - DEFINITIONS AND TERMS is amended by adding the following:

1.33 SUBCONTRACTOR is amended by deleting it and replacing it with the following:

“1.33 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.”

Add the following new definition:

1.39 HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

## SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2.3 PROPOSAL GUARANTY is amended by deleting it and replacing it with the following:

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

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

- A. a deposit of legal tender; or
- B. a surety bid bond underwritten by a company licensed to issue bonds in the State of Hawaii and submitted on the standard form provided herewith; or
- C. a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by and payable on demand to the State by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).



1. The bidder may use these instruments only to a maximum of one hundred thousand dollars (\$100,000.00).
2. If the required security or bond amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be acceptable.
3. The instrument shall be made payable at sight to the Department of Transportation, State of Hawaii.

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 surety bid bond shall be included with its bid submitted and uploaded to HIePRO.

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

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

**“2.4 DELIVERY OF PROPOSALS – Bidders shall submit and upload the complete proposal 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, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.

**FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

Add the following subsection:

2.9 CERTIFICATE FOR PERFORMANCE OF SERVICES - Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, bidders should submit the attached "Certificate for Performance of Services" in the event bids are in excess of \$25,000. The notarized certificate must be submitted to said Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering into a contract to perform services.

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

Class	BU	Pay Grade	Salary Minimum Hourly Rate	Effective Date
Plumber I	BU-01	BC-10	\$32.27	7/01/2023
Plumber II	BU-01	WS-10	\$34.16	7/01/2023
Plumber Supervisor	BU-02	F-110	\$36.08	7/01/2023
General Laborer I	BU-01	BC-02	\$23.19	7/01/2023
General Laborer II	BU-01	BC-03	\$23.84	7/01/2023
General Laborer III	BU-01	WS-03	\$25.52	7/01/2023
Heavy Equipment Operator	BU-01	BC-10	\$32.27	7/01/2023
Heavy Truck Driver	BU-01	BC-07	\$27.90	7/01/2023
Heavy Equipment Working Supervisor	BU-01	WS-10	\$34.16	7/01/2023

The above information is provided to the Contractor for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated. It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages, which must be paid personnel working on this project at all times. Information on the status of Bargaining Unit (BU) contracts can be obtained from the State Department of Transportation, Airports Division, Personnel Management Office (838-8614).

Bidders are further advised that they are not restricted to hire only those classifications of employees as listed, but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, and as may be according to the bidder's

common hiring practice. However, the principal duties of employees other than those listed herein above working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the Contractor must compensate such employee(s) at a rate which is no less than that of the equivalent State employee.

## SECTION 6 – CONTROL OF MATERIAL AND EQUIPMENT

6.2 TRADE NAMES AND ALTERNATES is amended as follows:

1. The first paragraph of A. QUALIFICATION BEFORE BID OPENING shall be replaced with the following:

“A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Department. The bidder shall 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 HlePRO for the solicitation and also posted as a question in HlePRO under the question/answer tab referencing the email with the request. The request must be posted in HlePRO no later than fourteen (14) calendar days before the bid opening date.”

2. The first sentence of the second paragraph of A. QUALIFICATION BEFORE BID OPENING 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.”

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY - is amended by adding the following:

“7.8 LABOR AND COMPENSATION REQUIREMENTS is amended by replacing the first two paragraph with the following:

7.8 LABOR AND COMPENSATION REQUIREMENTS - Pursuant to Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Additional information on the requirements of Section 103-55, H.R.S. may be obtained at [http://www.capitol.hawaii.gov/hrscurrent/Vol02\\_Ch0046-0115/HRS0103/HRS\\_0103-0055.htm](http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm)”

7.9 INSURANCE is amended as follows:

7.9 (B) COMPREHENSIVE AUTOMOBILE LIABILITY is amended by replacing the first sentence with the following:

“B. Comprehensive Automobile Liability: The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than **\$5,000,000** per accident for bodily injury and property damage with the State of Hawaii named as additional insured.”

7.9 (C) COMMERCIAL GENERAL LIABILITY is amended by replacing the first sentence with the following:

“C. Commercial General Liability: The Contractor shall obtain General Liability Insurance with a limit of not less than **\$5,000,000** per occurrence and in the aggregates.”

Add the following subsection:

7.10 SPECIAL OPERATIONAL REQUIREMENTS FOR CONTRACTORS IN THE AIRPORT OPERATIONAL AREAS.

The information contained in this section is intended to provide assistance to those persons and organizations conducting operation and maintenance activities at Daniel K. Inouye International Airport. Due to the changing nature of conditions at the airport, the State reserves the right to modify, terminate or change any of the policies or procedures which affect Airport Operations at anytime. The Project Manager or Contractor is therefore, responsible for obtaining the appropriate clearance and information regarding airport procedures, conditions, rules and regulations prior to undertaking any activity at the airport.

Additional information pertaining to operation within the Airport and Air Operations Area (AOA) may be obtained through this office and respective project engineers.

A. AIRPORT ORGANIZATIONAL STRUCTURE

Daniel K. Inouye International Airport is in the Oahu District of the Airports Division, Department of Transportation, State of Hawaii, and is operated under the supervision of the Airports District Manager III, Daniel K. Inouye International Airport.

Day-to-day airport activities are administered by the Airport District Manager III and management staff of the Oahu District who operate and maintain the Daniel K. Inouye International Airport and all other State airports on the Island of Oahu in conformance with State and Federal laws, requirements, and rules as well as established policies and procedures of the Department of Transportation and those of the Airports Division.

1. Organization and Personnel

AIRPORTS DIVISION - Airport planning and development and the administrator of aeronautical activity throughout the State of Hawaii is under the jurisdiction of the Airports Administrator, located on the 7th floor of the Interisland Parking complex. The Airports Administrator, referred to as Division Chief, consists of a management staff providing Staff, Management Information, Aviation Development, Operational and Engineering services for the islands of Oahu, Maui, Hawaii and Kauai.

OAHU DISTRICT - The Airport District Manager III for the Oahu District, whose management staff consists of the Airport Construction and Maintenance Superintendent and Airports District Manager II, operates and manages Daniel K. Inouye International Airport, Dillingham Airfield, and Kalaeloa Airport.

- The Airport District Manager III is located on the 8th floor of the Tower Administration Building, Main Terminal. The Airport District Manager III, referred to as the AIRPORT MANAGER, provides Office, Airport Administrative and Management Relief Services for Daniel K. Inouye International Airport, Dillingham Airfield and Kalaeloa Airport. Management Relief Services, located on the 7th floor of the Tower Administration Building, Main Terminal, is comprised of the Airport Services Supervisors, referred to as CODE #22, whose responsibility is to provide relief management services as required for 24-hour coverage at Daniel K. Inouye International Airport. The Airport Services Supervisor represents the Airport Manager during none business hours, weekends and holidays by directing and controlling operational maintenance, custodial, terminal and security services; taking immediate action in cases of emergencies; maintaining liaison with governmental agencies, tenants and patrons.
- The Airports District Manager II is located on the 9<sup>th</sup> floor of the Tower Administration Building, Main Terminal. The Airports District Manager II, referred to as the OPERATIONS MANAGER, provides Crash Fire, Airport Information, Custodial, Security, Terminal Service and Operational services for Daniel K. Inouye International Airport.

- The Airport Construction and Maintenance Superintendent, located on Aolele Street, referred to as the MAINTENANCE MANAGER, provide Contracts, Facilities and Airfield and Grounds services for the Oahu District.
2. Daniel K. Inouye International Airport/Joint Base Pearl Harbor – Hickam is a JOINT USE AIRPORT between the State of Hawaii and the United States Air Force. The major portion of the airfield, including all air carrier and general aviation terminal and facilities, is owned and operated by the State of Hawaii, Department of Transportation, Airports Division.

## B. DEFINITIONS

- "Airlines" means any commercial carrier and those organizations which provide services, such as, ground handling, under contract to the commercial carrier.
- "Contractor" means the individual, partnership, corporations or other legal entity, or combination thereof, contracting with the State of Hawaii, Department of Transportation, Airports Division for performance of the prescribed work.
- "Escorted" means any properly badged or licensed individual and or vehicle having the proper permits who accompanies another individual or vehicle into a secured area.
- "Limited Access" means access shall be limited to specific areas of the airfield or building necessary to the performance of the person's function and to the roadways of the AOA which they must necessarily traverse to perform their function.
- "Tenant" means any lessee or permittee who enters into an agreement with the state in accordance with the lease or permittee agreement. State of Hawaii, Department of Transportation, Airports Division tenants (lessee and permittees) includes, and is not limited to concessionaires, airlines, services, and fixed base operators.
- "Unlimited Access" means access is permitted to areas of the airfield or building necessary to the performance of the person's functions, with the exception that entry into the airfield movement areas is restricted to qualified and authorized individuals only. Unlimited access does not preclude the need to satisfy all other requirements, such as possession of ramp vehicle operator's permit, vehicle AOA access permit, etc.

C. SECURITY AREA ACCESS APPLICATION PROCEDURES

1. Security Identification Badges

The following information is provided to assist contractors in processing their request to obtain Security Identification Badges.

- a. A letter requesting "Security Identification Badges" must be submitted to the Airport Security Manager through the Airports Division/District Project Engineer or Airport Tenant Representative on whose behalf work is being performed, typed on company letterhead stationery with the following information:
  - i. Project number and duration.
  - ii. Location and brief description of job to be performed.
  - iii. Reason access in the Airport Operations Area is required.
  - iv. Key request: Identify doors, gates, and locations.
  - v. Name, job title, and birthday of individuals requiring badges.
- b. Airport Division/District Project Engineer/Airport tenants concurrence for issue will be noted on the correspondence with an "Approval Stamp" and forwarded to the Airport Security Manager.
- c. The Airport Security Manager's determination of approval or disapproval will be indicated on the correspondence.
  - i. Returned to Project Engineer/Airport tenant if denied.
  - ii. Forward to the Airport Security Pass and I.D. office, if approved.
- d. Airport Security Pass and I.D. office, upon receipt and approval of the badging request, will send the Contractor a set of application forms for each badge, upon request. Completed forms shall be turned into the Airport Security Pass and I.D. Office located on the 2<sup>nd</sup> Floor of the Main Terminal Tower Administration Building.

- e. All personnel must present the documents listed in the “Lists of Acceptable Documents” before a security badge can be issued. See List in Forms Section.
- f. U.S. Customs controlled area access procedures requires a separate application made directly to the U.S. Customs Service.
- g. Anyone failing to comply with any rule, regulation or procedure pertaining to security will be assessed the applicable penalty, charges or fines for such violation. A fine will be assessed for each I.D. Badge which is not returned at the completion of the contract term or work period.
- h. The Contractor shall verify any additional information regarding hours, fees and fines at: <http://hidot.hawaii.gov/airports/doing-business/badging/>

2. Electrical or Mechanical Room Access

The following procedures will be observed to ensure proper control and accountability of maintenance keys for electrical and mechanical rooms:

- a. All requests must be submitted through the Airports Division/District Project Engineer or Airport Tenant Representative on whose behalf work is being performed, on company stationery and contain the following:
  - i. Construction Project or Service Contract and project number.
  - ii. Identification of the specific doors or rooms where access is being sought.
  - iii. Name of contractor/Organization and each individual who will be requiring keys.
- b. Airports Division/District Project Engineer/Airport Tenant's concurrence for issue will be noted on the correspondence with an "Approval Stamp" and forward to the Airport Manager.
- c. The Airport Manager's determination for approval or disapproval will be indicated on the correspondence.
  - i. Returned to Division/District Project Engineer/Airport Tenant, if denied.



- ii. Forwarded to the Airport Security Manager and/or Maintenance Section, if approved.
- d. The Project Engineer/Airport Tenant will be contacted and advised on when and where to pick up keys; approximately 5 to 7 working days upon receipt by the Airport Security Manager and/or Maintenance Section.
- e. The construction manager/contractor or his representative, Project Engineer, Project Inspector, Airport Tenant Representative, may sign out for all keys. In the event verification of the person picking up the keys, is necessary, Facilities Maintenance will contact the Project Engineer or Airport Tenant for confirmation.
- f. The individual signing out for the keys will be held responsible for the return of all keys upon completion of work. A deposit of \$500.00 will be required for any key issued and will be forfeited if not returned.
  - i. The Sections responsible for the issuance of keys will retain a roster of all persons/organizations who have been assigned keys.
  - ii. The roster will require a signature verifying receipt and sign out of keys.
- g. Entrance into interior areas of all electrical vaults and mechanical rooms will be kept clean and free of refuse or debris. Electrical panel covers must be back in place at the completion of each day's work. No storage of equipment, material or use of the rooms in any manner which is contrary to building and safety codes will be permitted.
- h. Do not leave unattended rooms unsecured. All doors will be secured when leaving the rooms and/or upon completion of each day's work. Do not tamper with the latches (taping) securing the door. If tampering is found the known last user may be subject to fines and penalties and/or prohibited from further access.
- i. All electrical lines or mechanical equipment installed in any of the rooms shall be clearly labeled to identify their function and the equipment or system which it affects or services.

- j. Anyone failing to comply with any of the conditions noted above will be assessed the cost of the cleanup and/or repair.

### 3. Identification of Personnel

Entry into the Airport Operations Area (AOA) security control area is limited to authorized personnel who have a required and continuing need for access into restricted areas. Access is further limited to official business and to each individual's work hours only. Contractors must familiarize themselves and instruct employees on all aspects of the Airport Security Program.

- a. All contractors applying for AOA access are required to complete the appropriate "Ten-Year Background Verification and Certification Form". Failure to perform the employment background investigation will violate FAA regulations and lead to badge revocation and imposition of civil penalties. In applying for the Airport Security Access Badge, the applicant and employer acknowledge and agree to conduct the necessary investigation prior to receiving the security access badge. The employer should maintain appropriate documentation to verify this requirement has been met.
- b. The information on the most recent five years of employment history must be verified in writing, by documentation, by telephone, or in person. If verification is accomplished by telephone, the information must be obtained from a company representative with authorized access to such records.
- c. The Airport must submit, for a criminal history background check, information on the applicant, if the individual cannot satisfactorily account for his/her time, or if information exists on a possible conviction of a disqualifying crime.
- d. Persons requiring entry into U.S. Customs controlled areas which include the International Arrivals Building, gate areas, warehouse, and ramp areas where bonded cargo and passenger processing is occurring, must meet U.S. Customs security access clearance requirements.
- e. Persons failing to provide such verification and failing to meet U.S. Customs clearance requirements shall be denied unescorted restricted access security clearance privileges.

4. Security Identification Badge

a. HNL - Contractor Badge

- i. All applicants must provide the identifications listed in the “Lists of Acceptable Documents” to qualify for badges
- ii. Contractor personnel with a need for continuing access into the AOA will be issued a Security Identification Badge. The badge is a BLUE CODED plastic card with a computer programmable magnetic strip. Badge color may vary, depending on compliance with TSA and Airport security requirements.
- iii. Extension or renewal of a Contractor Badge is provided only upon evidence of a justifiable need to continue clearance and requires reissue of a new badge. The following must be submitted to the Airport Security Pass and I.D. Office:
  - a) A letter requesting extension.
  - b) Project number and duration.
  - c) Location and brief description of job and reason for extension.
  - d) List name(s) of employees, currently holding a Contractor Badge who require an extension.
- iv. The CONTRACTOR IDENTIFICATION BADGE authorizes unescorted access only within the project limits or work areas, and to and from such areas. Persons with a Contractor Badges may escort other workers/employees to and from project areas; only if Contractor Badge has escort privileges, and persons being escorted have and display the HNL Temporary AOA badges.

b. HNL TEMPORARY AOA

- i. The HNL TEMPORARY AOA badge has the words "HNL TEMPORARY AOA" stamped across the front. The back of the badge has the badge number and the issuing authority signature. The TEMPORARY AOA badge is issued to persons with a need

for short-term access to the AOA. Persons in this category are required to be under escort by an individual possessing a Standard AOA Badge with Escort privileges.

- ii. The actions of any individual wearing a HNL TEMPORARY AOA badge in the AOA control zones are the direct responsibility of the requesting authority and the escort.
  - iii. Temporary badges are sequentially numbered and issued either by the Airport Security Office, Access Gates or authorized tenants.
  - iv. A picture I.D. will be requested by the Security Office and/or by the security guard at the Access Gates when applying for temporary access clearance.
  - v. All HNL TEMPORARY AOA badges issued by the Airport Security office or Access Gates are to be returned upon completion of use. Failure to return any issued badges may result in the assessment of applicable fines against the requesting authority. Applicants for temporary badges are required to sign out on a control log providing their name, organization, badge number, time out and time returned (an authorized escort must also be present to escort the individual(s) while in the AOA). Tenants obtaining quantities of temporary badges must complete an Air Operations Area Temporary Badge Authorization Form that includes the number of all badges and badge numbers, expiration date of the badges, and provide an authorized signature and date. Tenants holding badges beyond the expiration date are notified by the Airport Security office of failure to return the badges and are assessed applicable penalties.
  - vi. Tenants issuing temporary badges are instructed to maintain a control log to record the issue of all temporary badges. It should include the badge number, the name of the individual to whom the badge was issued, the individual's organization or affiliation, date/time issued, and date/time returned.
- c. Display and possession of security area access badges/passes.
- i. Security Identification Badges must be worn by all individuals while in the Air Operations Area (AOA).

- ii. The badge shall be clearly displayed on the outer garment on or about the forward upper body area in a manner which permits visual detection.
  - d. Return of identification badges.
    - i. Badges must be turned into the Airport Security Pass and I.D. Office within 5 working days of an employee's termination/transfer or project completion.
    - ii. Badges not turned in at the end of the project will incur a lost fine as indicated on the Department of Transportation Airports Badging website: <http://hidot.hawaii.gov/airports/doing-business/badging/>. All fines must be paid and all badges accounted for prior to the release of the last payment to the contractor.
- 5. Security Responsibilities in Work Areas

The Contractor shall designate a control officer (Construction Supervisor, Work Foreman, etc.) to ensure that proper security procedures are maintained at all times. The control officer should ensure the following:

- a. All personnel must remain in "Authorized Areas" only.
  - b. Each individual must wear and display I.D. badges at all times when on the AOA.
  - c. Anyone on the AOA without a badge must be challenged and reported to Airport Security.
  - d. Be familiar with airport emergency reporting numbers.
  - e. Have access to a viable means of communications to report discrepancies, problems or security violations.
- 6. Challenging Unbadged Individuals

Each airport employee, airport tenant employee, or contractor who has been issued a security area access identification badge should challenge any individual on the AOA who is not properly displaying an airport issued security area access identification badge. Any person who is not properly displaying or cannot

properly produce a valid airport security area access identification badge shall be referred to an airport law enforcement officer for proper handling.

7. Compliance

The Contractor shall comply with all rules and regulations governing the Air Operations Areas (AOA) during construction as specified in:

- a. Hawaii Revised Statutes, Title 19, Administrative Rules for Public Airports;
- b. Airports Division, Airport Certification Manual for HNL;
- c. Airport Security Program and Airport Security Manual Employee Handbook for Daniel K. Inouye International Airport;
- d. Federal Aviation Administration Advisory Circular and Federal Aviation Administration Regulation, applicable to Daniel K. Inouye International Airport.

8. Enforcement Authorization

As provided by the applicable Hawaii Revised Statutes (HRS) and Federal Aviation Administration Regulations, Part 107.

9. Right of Rejection or Revocation

The State of Hawaii, Airports Division, reserves the right to withhold, deny or revoke any airport security clearance, licenses or permits to any individual or organization who fails to meet the prescribed or required access area clearance criteria to include background investigation information, comply with established rules, regulations, and directives. It should be clearly understood that such denial or revocation is based solely on airport security or safety considerations and does not in any way constitute a determination by the State with regard to private determination by the State with regard to private employment by any individual or organization.

D. VEHICLE PERMITS

Only vehicles specifically required for work conducted in the Air Operations Area (AOA) and properly certified and licensed will be permitted in the restricted area.

1. Air Operations Area (AOA) Permit

AIR OPERATIONS AREA (AOA) shall mean any portion of a public airport, from which access by the public is prohibited by fences or appropriate signs, and which is not leased or demised to anyone for exclusive use and includes runways, taxiways, all ramps, cargo ramps and apron areas, aircraft parking and storage areas, fuel storage areas, maintenance areas, and any other area of a public airport use or intended to be used for landing, takeoff or surface maneuvering of aircraft or used for embarkation or debarkation of passengers.

- a. Vehicle Air Operations Area (AOA) Permit - Clearance request for "Air Operations Area (AOA) vehicle decal permit" should be submitted to the Division/District Project Engineer or airport tenant on whose behalf work is being performed, on company letterhead describing the need for such access. The project engineer/airport tenant with an "Approval stamp" will forward to the Airport Manager's office for approval or denial.
  - i. Returned to Project Engineer/Airport Tenant, if denied.
  - ii. Forwarded to Airport Security Pass and I.D. office, if approved.
  - iii. The Airport Security Pass and I.D. office, upon receipt and approval of the AOA request will send the Contractor a set of application forms. Completed forms should be turned into the Airport Security Pass and I.D. office, located on the 2nd floor of the Main Tower Building.
  - iv. The driver of any vehicle operated in the Air Operations Area is required to have in his possession a current and applicable City and County Motor Vehicle Operator's license and HNL Ramp Driver's License, and the appropriate Security Identification Badge.
  - v. AN HNL RAMP DRIVER'S LICENSE may be obtained from the airport security pass and I.D. office following satisfactory completion of the airfield operational procedures examination regarding Section 19-15.1 Hawaii Administrative Rules entitled "Operation of Motor Vehicles at Public Airports".
  - vi. Drivers must meet all State licensing registration and safety requirements and be specifically licensed for operation in the Air Operations Area (AOA).

vii. Drivers must meet all insurance requirements.

2. Insurance

As a condition for authorization to enter the Air Operations Area (AOA), the contractor shall provide evidence of vehicle liability insurance in the form of a Certificate of Insurance issued by an authorized insurance carrier. Insurance shall consist of the following:

a. Daniel K. Inouye International Airport - Standard AOA Clearance

- i. Any portion of a public airport from which the public is restricted by fences or appropriate signs, and not leased or demised to anyone for exclusive use and shall mean and include runways, taxiways, all ramp and apron areas, aircraft parking and storage areas, fuel storage areas, maintenance areas, and landing, areas;
- ii. Vehicle liability insurance coverage in the amount of five million dollars (\$5,000,000) for bodily injury and property damage (combined single limit) per occurrence;
- iii. Specifically name the State of Hawaii, Airports Division as the Certificate Holder and additional insured;
- iv. Indicate that the Airport Manager will be provided with a 30-day prior notice of policy cancellation or material change in coverage or conditions.

b. Daniel K. Inouye International Airport - Limited AOA Clearance

- i. Vehicular operation is restricted to Diamond Head and Ewa gull wing gate building, second level roadway and the connecting third level main terminal roadway only, with entry and exit via Security Access Gates "A & C";
- ii. Vehicle liability insurance coverage in the amount of one million dollars (\$1,000,000) for bodily injury and property damage (combined single limit) per occurrence;



- iii. Specifically name the State of Hawaii, Airports Division as the Certificate Holder and additional insured; and
    - iv. Indicate that the Airport Manager will be provided with a 30-day prior notice of policy cancellation or material change in coverage or conditions.
  - c. Further information on the "Notes to Certificate of Insurance" is available at the Airport Managers Office.
- 3. Temporary Parking Permit
  - a. Temporary parking on all airport roadways may be arranged through the Airport Manager's office. The construction manager/contractor or his representative, project engineer, project inspector, and airport tenant or his representative may submit requests for "Temporary Parking Permits"; if work requirements prescribe such need. Permits will only be granted if vehicular parking is essential or necessary for the particular activity and not for convenience.
  - b. When applying for temporary parking permits, the following information is required:
    - i. Company name
    - ii. Effective start and end date.
    - iii. Location of temporary parking; to be approved by the Airport Manager.
    - iv. Vehicle make, model, and license number.
    - v. Activity to be performed.

E. PERSONNEL AND VEHICLE OPERATIONS

- 1. Operation of Contractor's Motor Vehicle and Personnel in Restricted Air Operations and Movement Areas. For reasons of safety, the operation of motor vehicles in the Air Operations Areas (AOA) must conform with all applicable State Airport Rules and Regulations.

- a. Authorized vehicles
  - i. Only vehicles considered operationally safe and necessary for the performance of this contract may be allowed to operate in the Air Operations Area (AOA);
  - ii. All motor vehicles must be marked in such a manner so as to be easily identifiable and must carry the Contractor's name on each side. These signs may be of a temporary nature applied to the side windows or doors. The lettering shall be in bold characters of a minimum of four (4) inches in height and one and one-half (1 -1/2) inches in width, the height of logos should be a minimum of six (6) inches.
  
- b. Access to Movement Areas
  - i. Movement areas shall mean all of the runways and taxiways of Daniel K. Inouye International Airport which are utilized for taxiing, take-off, and landing of aircraft and certain portions of the aircraft parking ramp. The boundaries of the movement area are identified by a yellow demarcation line;
  - ii. Any vehicle which requires access to the movement area shall be equipped with operational radio equipment capable of positive two-way contact with Honolulu FAA Tower (Ground 121.9/Tower 118.1) and Honolulu Ramp Control (121.8); and
  - iii. Operators of vehicles in movement areas must possess appropriate security clearance for entry into movement areas, knowledge and familiarity with restricted and airfield areas, operational rules, regulations, and procedures and be able to converse with the FAA Control Tower using the 2-way radio or be under direct escort by individuals meeting all of the above requirements.
  
- c. Vehicle Operations On Movement Areas
  - i. All vehicle operators are required to attend and pass the AOA Movement Area Training class which is held once a month. Contractor shall be advised that classes are approximately four (4) hours long. Schedule may be obtained from the Project Manager's office or the Operation Manager's Office.

- ii. No vehicle shall proceed across any runway unless specifically cleared by Honolulu Tower;
- iii. The operator of a vehicle in the movement area shall not leave his vehicle unless continuous radio contact is maintained with Honolulu Tower while he is away from his vehicle;
- iv. Any vehicle proceeding onto the movement area between the hours of sunset and sunrise shall be equipped with an overhead flashing light which is visible for one (1) mile, unless such vehicle is being escorted by another vehicle so equipped;
- v. All vehicles operated on the movement area between sunrise and sunset except those being escorted, shall either be painted a bright color; e.g., international orange, white, yellow; operate an overhead amber or red flashing beacon visible for at least one (1) mile; or display a flag at least three (3) feet square with orange and white checkered squares of not less than one (1) foot on each side.
- vi. More information may be attained from either the Airport Manager and/or Operations Managers Offices.

d. Escort Procedures

- i. All contractors and tenants possessing Air Operations Area security access clearance are advised that escorted access of individuals and equipment into restricted airfield areas requires observance of the following procedures:
  - a) Escorts must be in possession of Air Operations Area (AOA) clearance and, if vehicle operation is involved, in possession of a valid motor vehicle and airport ramp driving permit.
  - b) The vehicle operated by the escort must be certified for AOA operation, evidenced by the AOA access permit and applicable safety check.
  - c) For entry through airfield security control gates, the escorting individual shall be required to sign in and out with the gate guard and provide the following information:

- 1) Name and organization of escort.
  - 2) Name and organization of individual(s) being escorted.
  - 3) Destination.
- d) A maximum of six (6) individuals may be escorted by any one qualified individual at any time, and a maximum of three (3) vehicles may be escorted by an escort vehicle at any time.
- e) Escorts shall be responsible for all persons under their control while they are in the AOA. Escorts must always maintain positive control and be within 10 feet of person(s) under escort, until they have exited AOA secured areas. Escorted individuals may not be left alone and unattended.
- f) Enforcement shall be taken against any individual violating any security area operating procedures to include both the individual being escorted and the individual performing the escort.
- e. Objects Affecting Navigable Airspace
- i. Obstructions apply to any object of natural growth or temporary construction or alteration, including equipment or materials used therein, and apparatus of a permanent or temporary character; and
  - ii. Alteration of any permanent or temporary existing structure by a change in its height (including appurtenances), or lateral dimensions, including equipment or materials used therein. (i.e. Cranes - Prior written approval must be obtained from airport management for the operation or erection of any crane on airport property. Tip of boom should have an orange and white checkered flag during daylight hours; boom should be lowered when not in use or if in the raised position during the hours of sunset to sunrise and should have a red light, prominently displayed at the tip of the highest point during hours of darkness).

- f. Runway and Taxiway Closures or Work in Airfield and Apron Areas.
  - i. Contractors shall refer to the following documents or later versions for additional information prior to conducting any work inside of the Airport Operations Area (AOA):
    - a) AC 150/5210-5D, Painting, Marking, and Lighting Vehicles Used on an Airport, dated April 2010, or most current
    - b) AC 150/5340-1L, Standards for Airport Markings, Dated September 2013, or most current
    - c) AC 150/5345-55A, Specifications for L893, Lighted Visual Aid to Indicate Temporary Runway Closure, dated June 2007, or most current
    - d) AC 150/5370-2F, Operational Safety on Airports During Construction, dated September 2011, or most current
    - e) AC 150-5370-10G, Standards for Specifying Construction for Airports, dated July 2014, or most current
  - ii. Request for runway or taxiway closures, or for any work which affect operational conditions at the airport shall be in writing through the Airports Division/District Project Engineer, to the Airport Manager for approval.
  - iii. The request shall be submitted in advance of the project's start date.
    - a) Returned to Project Engineer with changes as indicated or denied;
    - b) Forwarded to the Operations Manager or Airport Services Supervisor for issuance of applicable NOTAM; copy to be sent to Project Engineer.

- c) Runway closures require placement of yellow "X" marking on top of the runway identification numerals at both ends of the closed runway. See AC150/5345-55A for L893, Lighted Visual Aid to Indicate Temporary Runway Closure.
  - d) Taxiway closures require placement of barricades with alternate orange and white markings at each end of the closed taxiway segment. Barricades must be supplemented with orange flags which measure a minimum of 20 X 20 inches (50 X 50 cm) square and made to be installed in the extended position. Any barricade adjacent to any open runway or taxiway shall be no more than 18-inches high, exclusive of supplementary lights and flags.
  - e) Closures which extend through the hours of darkness must include barricades which are supplemented with flashing amber lights. The intensity of the lights and spacings for barricades, flags, and lights must adequately define and delineate the hazardous area.
- g. Gate Guards and Flag Men Furnished by Contractor
- i. If a Contractor is permitted by the airport to maintain operational control of an AOA security access gate and operational taxiway, entry through such gate and taxiway shall be controlled and in accordance with all prescribed airport security procedures.  
  
Applicable portions of the Airport Security Program pertaining to AOA security control measures, entry escort procedures, and identification of personnel and vehicles must be enforced by tenant/contractor gate guards.
  - ii. Access gate guards must be familiar with security access clearance requirements. Guards should maintain:
    - a) Knowledge of personnel access badges.

- b) Knowledge of vehicle clearance passes. Tenants and contractors that hire or provide the gate guards shall be responsible for insuring that all guards are familiar with and comply with the AOA access requirements as stated in the HNL Security Program. Specific instructions and guidelines within the parameters established by the HNL Security Program may be given to the guards by the responsible tenant or contractor.
- iii. Telephone or radio communications shall be made available to the gate guards by the tenant/contractor for assistance during emergencies. Gate guards may summon Airport Security at 836-6641/6642/6411 or Airport Ramp Control at 836-6603/6411 when emergency situations are beyond the tenants'/contractors' ability to resolve.
- iv. The gate should be closed during any prolonged period of inactivity and closed and locked whenever it is not in use or is unattended.
- v. Any security violations occurring as a result of improper activity and inattention or failure to comply with prescribed security procedures shall result in the assessment of any penalty which may result from such improper performance.

Tenants/contractors shall be responsible for security violations resulting from improper activity and inattention or failure to comply with prescribed security procedures. Fines/penalties resulting from such violations shall be assessed the responsible tenant/contractor.
- vi. Crossing of active taxiways shall be controlled by the posting of a competent flagman. The taxiway flagman shall also be equipped with a broom to assist in keeping debris, dirt and other potentially damaging material off any portion of the taxiway.
- vii. All vehicular and personnel activities must adhere to these procedures specified for activities within the airport movement area.

2. Precautionary Measures for Public Safety and Property Damage
  - a. Barricades
    - i. The Contractor shall take precaution to protect people and property from injury and damage. Contractor shall erect barricades to delineate the work areas and provide the appropriate signage, hazard lights, and temporary paint striping as directed by the Project Engineer or his representative, to aid public and airport pedestrian and vehicular traffic around his work areas.
    - ii. Barricades shall be painted as directed by the Project Engineer or his representative.
    - iii. Barricades shall consist of traffic cones, sawhorses, plywood barricades or other material conducive to the work condition or as may be required to provide public safety and protection.
    - iv. The Contractor shall also erect barricades as directed by the Project Engineer or his representative to maintain the security of the airport operational and sterile areas.
    - v. Barricades, in general, shall be neat, as required for protection. Where dust, noise, security is a problem, the Contractor shall erect floor to ceiling dust proof partitions.
    - vi. The Contractor shall coordinate and sequence his work with the Project Engineer to permit the continuing operation of the existing airport facility. Barricades shall be removed upon the completion and acceptance of work and the premise left clean operational.
  - b. Open-Flame Welding and Torch-Cutting
    - i. The Contractor shall take precautions to protect people and property from injury and damage.
    - ii. Welding is not permitted immediately adjacent to any aircraft or during fueling at any gate areas.
    - iii. Approval for open flame activities must be obtained from airport management through the project coordinator using the standard



outage request form.

- iv. The Contractor will be required to schedule work hours to minimize interference with movement of aircraft, passenger, and service vehicles as may be directed by the Project Engineer or his representative.
- v. Proper safety precautions shall be taken to prevent injury to persons or property from sparks.

c. Outages/Closures

i. Utility

- a) All utility outage requests shall be transmitted through the Project Engineer and sent to the Airport Manager for approval. Forms may be acquired from either the Project Engineer and/or Airport Manager's Office.
- b) Forward to the Maintenance Section for coordination, if approved.
- c) Received by the Maintenance Section at least seven (7) calendar days prior to the date of the desired outage;
- d) Sent back to Project Engineer with changes as indicated, upon review and approved.

ii. Gates

- a) All gate outage/closure requests shall be transmitted through the Project Engineer and sent to the Airport Manager for approval.
- b) Forward to Airport Operations for coordination, if approved.
- c) Received by airport ramp control at least seven (7) calendar days prior to the date of the desired outage/closure;
- d) Sent back to Project Engineer with changes as indicated upon review and approved.

- d. Movement or Removal of Furniture and Equipment
  - i. The removal of furniture or equipment shall be requested through the Project Engineer to the Airport Manager for approval.
  - ii. Forwarded to the appropriate departments for coordination, if approved.
    - a) Received by the appropriated department at least 5 to 10 working days prior to approval; and
    - b) Sent back to Project Engineer with changes as indicated upon review and approved.
- e. Dust and Noise
  - i. The Contractor shall undertake measures to control dust and noise at all times.
  - ii. Noise levels should be kept at a minimum with no disruption to passenger and airport activities in holding rooms and ticket lobby areas. All construction equipment shall be equipped with suitable mufflers to maintain noise within levels complying with applicable regulations. Radios, recorders and other sound transmitting devices are not permitted except in enclosed areas where the use of such items will not interfere or intrude upon adjoining public or tenant areas.
- f. Maximum Vehicle's Axle Load Limits, Overseas Terminal and Elevated Terminal Roadways
  - i. The following weight restrictions, for all vehicles other than the Wiki-Wiki intra-terminal vehicles other than the Wiki-Wiki intra-terminal shuttle bus are in effect for elected roadways in the airport terminal complex:
    - a) Main Overseas Terminal, 3rd level roadway segment between Ewa and Diamond Head gull wing gate buildings - 8,800 lbs. axle;

- b) Ewa and Diamond Head Concourse 2nd level roadways, including turnaround areas - 7,480 lbs. axle;
- c) \*Ewa and Diamond Head Concourse, 3rd level roadways, including turn around areas - 5,400 lbs. axle.
- d) 2nd level Domestic Departure and all other elevated roadways are to meet "H20" and "S44" high specifications.

(\*Roadway segments presently restricted to Wiki-Wiki bus travel only)

g. Emergency Numbers

- i. The Airport Services Supervisor (Code #22) provides Management Relief Services for HNL and shall be contacted for any after hour emergencies needing corrective action/attention. They may be contacted at 836-6434 or through the Central Airport Switchboard Exchange at 836-6411, operated twenty-four hours a day.
- ii. The Contractor shall provide a list of name(s) and number(s) of individuals, to be contacted in the event an emergency arises, involving the project site during the workday and after hours. The list shall be submitted through the Airports Division/District Project Engineer or Airport Tenant Representative on whose behalf work is being performed and forwarded to the Airport Manager.
- iii. When working at HNL, DO NOT DIAL 911 for Ambulance, Medical, Fire and/or Police.
  - a) Utilize the PRIVATE AIRPORT EXCHANGE (PAX) DIAL 711 for Ambulance, Medical, Fire and/or Police.
  - b) If using a pay telephone and/or telephone not connected to the Private Airport Exchange (PAX), dial Central Airport Switchboard Exchange at 836-6411, advise them as to the nature of the emergency and ask to be transferred to 711.

- iv. Commonly Used Telephone Numbers - Dial 836-6411 to reach the Central Airport switchboard Exchange or for direct dialing, use the prefix 836-XXXX.

State Agencies	PAX
Fire Station #1	6607
Fire Station #2	6608
Airport Communications	6600
Airport Custodial	6483
Airport Electrician	6486
Airport Operations Manager	6428
Airport Manager	6533
Airport Maintenance	6456
Airport Medical	6643/6440
Airport Police	6606
Airport Ramp Control	6603
Airport Security Manager	6063
Airport Security	6641/6642
Airport Security Pass/I.D. Office	6548/6427
Airport Services Supervisors (Code #22)	6434

h. Publications and Request Forms

The following may be attained through respective Project Engineers.

- Airport Building Design Standards
- Airport Telephone Directory
- Hawaii Administrative Rules, Section 19-15.1, Operations of Motor Vehicles at Public Airports
- Hawaii Airports and Flying Safety Manual Security Manual (Extracts)
- Tenant Improvement Guide
- Utility and/or Gate Outage Request Forms

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII  
AIRPORTS DIVISION

SPECIFICATIONS

## SECTION 1 - DEFINITION AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.11 DEPARTMENT - The State Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.32 STATE - The State of Hawaii.



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

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

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

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

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

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

## SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Lack of proposal guaranty.

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

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

**A. Tax Clearance.**

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

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

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

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

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

**B. DLIR Certificate of Compliance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## SECTION 4 - SCOPE OF WORK

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

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

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

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

### 4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

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

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

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

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

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

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

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

#### 4.5 PRICE ADJUSTMENT

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

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

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

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

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

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

#### 4.6 VARIATION IN QUANTITY

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

## SECTION 5 - CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

agreed upon by both parties; or

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

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

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

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

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

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

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



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

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

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

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

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

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

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

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TYPES OF INSURANCE:

A. Workers' Compensation:

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

B. Comprehensive Automobile Liability:

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

policies.

C. Commercial General Liability:

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

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

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

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

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

## SECTION 8 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

8.5 TEMPORARY SUSPENSION OF WORK

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

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

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

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



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

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

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

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

#### 8.7 DEFAULT AND TERMINATION OF CONTRACT

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

similar goods or services.

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

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

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

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

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

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

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

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

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

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

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

3. Compensation:

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

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

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

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

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

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

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

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

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

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

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

## SECTION 9 - PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## SECTION 10

### OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS

#### 10.1 SCOPE OR WORK

The Contractor shall operate and maintain three (3) wastewater pump stations, maintain two (2) in-line sewage grinders and two (2) wastewater triturator equipment stations, maintain twenty-four (24) sump pump stations, at Daniel K. Inouye International Airport and one (1) sump pump station at Hickam Air Force Base, and repair as required, six (6) suction pumps stations servicing the North, South and Wiki Wiki Wash Pads, Inter-Island hardstand, General Aviation, and Ewa Maintenance pad areas, and monitor two (2) water booster pumps at the Inter-Island Terminal. All work is subject to the requirements of Sections 1 to 9 inclusive, and Section 10.

#### 10.2 PERSONNEL SKILL AND QUALIFICATIONS

- A. Contractor Qualifications – The Contractor shall have a valid and in good standing State of Hawaii Specialty Contractor “C-37” or State of Hawaii Specialty Contractor’s “C-37e” License; **AND** a minimum of at least three (3) years of experience (prior to bid opening date) as a company in the operation and maintenance of wastewater pump and sump pump stations of the capacity and complexities of the stations covered by these specifications.
- B. Personnel Qualifications – Prospective bidders shall produce and submit to the State Project Manager within 5 working days after bid opening, all documented operation and maintenance experience to substantiate their claims of experience required by Subsection 10.2.A. In addition, personnel performing the work must obtain an Airport Vehicle Operator’s Permit before being assigned to the project. Falsification of personnel qualifications shall constitute a major breach of this contract.
- C. Contingent to award, STATE may require the Contractor to submit a completed Qualifications Questionnaire to confirm all requirements in Sections 10.2.A and 10.2.B, have been met by the Contractor.

#### 10.3 SECURITY, AND RESPONSIBILITY AND CONTROL

- A. Control - During the contract term, the Contractor shall have full control over the three (3) wastewater pump stations. On the date of the Notice to Proceed, the

Contractor shall take quasi-ownership of the three (3) wastewater pump stations and shall be responsible for rectifying all events related to the operation and maintenance of the wastewater pump stations. This shall include, but not be limited to the payments of all fines related to the improper operation of any of the pump stations, submission of throughput reports to the City and County of Honolulu and obtaining information for industrial waste permits as it relates to the pump stations. The Contractor shall provide and pay for all expendables consumed at the pump stations except water, electricity, and fuel for the engine generators, which shall be provided by the State. The Contractor shall notify the State when a generator fuel level reaches one-half (1/2) full. The ordering of the fuel shall be the responsibility of the Contractor, although paid for by the State, when the fuel level reaches one-half (1/2) full. The Contractor shall coordinate the delivery of the fuel and maintain the integrity of the fuel by either consumption (running the generator) or “polishing” the fuel as may be required.

1. All alarm and telemetering systems that monitor the functions at the wastewater pump stations shall be tested daily. The warning systems shall be monitored by both the Contractor and at the State facilities maintenance shop.
2. The Contractor must respond to all alarms, which are transmitted directly to them, in accordance with the provisions of Subsection 10.9. The State’s Maintenance Office must be notified within ten (10) minutes of Contractor’s receipt of an alarm, confirming that an alarm has been received and the Contractor’s personnel have been dispatched to the jobsite. The Contractor’s response time and payment shall be determined according to Subsection 10.9 whereas an alarm shall be considered to be a trouble call.

B. Limitations – Usage of the wastewater pump station premises are limited to the activities required to fulfill the obligations of this contract.

1. Only legal activities can be conducted on and from the premises.
2. No vehicles, equipment or materials can be stored at any pump station without approval of the State Maintenance Superintendent or Project Manager unless the materials and equipment are only for use at that pump station.
3. These limitations also apply to the Contractor’s subcontractors, vendors, visitors, and agents.

## C. Security

1. Locks – Within ten (10) working days of the issuance of a Notice to Proceed, the Contractor shall replace all building and gate locks. All gate and building locks shall be on a common key. One (1) set (one [1] gate and one [1] building) of keys shall be furnished to the State for emergency access to the wastewater pump stations.
2. With the approval of the State, the Contractor may build storage lockers to secure tools, supplies, spare parts, etc. inside of the wastewater pump stations. Any renovations the Contractor makes must be approved by the State. Renovations become the property of the State unless the Contractor is directed to remove same.

## 10.4 WORK SCHEDULE

Within seven (7) days after the receipt of the contract award letter, the Contractor shall submit to the Director in writing a proposed schedule of Inspection, Operation, Preventive Maintenance, Maintenance Record System and Spare Parts Inventory Record System all in sufficient detail to show its adequacy in carrying out the terms of this contract.

## 10.5 RECORDS AND REPORTING

The Contractor shall record all malfunctions and corrective actions taken on the equipment in performing his work under this contract and shall submit all such records within 72 hours after completion to the State Maintenance Superintendent and Project Manager.

Where specified herein, the Contractor shall maintain the service log book by daily update of the log (to be kept in the wastewater pump station or at the individual sump pump stations for inspection by the State at all times). Minimum information shall include date, time in/out, name of person performing the work, status of equipment and facility (including grounds), corrective actions taken, abnormal conditions, data as daily volume of wastewater pumped, motor/pump running time, pump pressures, and other available data that identifies the operating condition of the station. In addition, should the Contractor be at the station in response to a trouble call or alarm, the log entry shall also include the name of the individual placing a trouble call. Service “check” sheets may be used only to supplement the log book update activity, however, all information must be kept in the station at all times. The State must approve of the use and content of the Contractor’s “check” sheets. Whenever a wastewater pump station is entered, an entry should be made in the log book unless all activity is confined outside of

the station in the yard area. All quarterly, semi-annual, and annual reports should provide a clear picture of the status and condition of the pump station or sump pumps plus a full record of all the work that has been performed since the previous report was issued. A copy of each report shall be turned in for review to State Maintenance Superintendent and Project Manager. See Appendix A–Service Checklists for service check sheet examples.

- A. Daily (every calendar day of the year) operating and maintenance tasks shall be performed on a consistent schedule.
- B. Weekly maintenance tasks shall be performed on normal working days on a consistent schedule.
- C. Monthly maintenance tasks shall be performed during the last 15 days of the month on normal working days and coordinated with the State Maintenance Superintendent and Project Manager.
- D. Quarterly maintenance tasks shall be performed with the monthly tasks in the months of March, June, September and December on normal working days and coordinated with the State Maintenance Superintendent and Project Manager.
- E. Semi-annual maintenance tasks shall be performed with the quarterly tasks in June and December on normal working days and coordinated with the State Maintenance Superintendent and Project Manager.
- F. Annual maintenance tasks shall be performed in the month of December on normal working days, which will facilitate the performance of the tasks and provide the least interference with the operations of the airport wastewater system. These tasks shall be closely coordinated with the State Maintenance Superintendent and Project Manager.

#### 10.6 OPERATION AND MAINTENANCE SERVICES FOR THE WASTEWATER PUMP STATIONS

The work to be performed by the Contractor shall be inclusive of all services, which relate to complete and continuous functioning of the wastewater pump stations (Elliot Street, Lagoon Drive, and Kalewa Street). The special operation and maintenance manual developed for the Elliot Street wastewater pump station, shall be the basis of the Contractor’s bid for the operation and maintenance services to be provided for these stations. A copy of this manual can be examined at the State Airports Division, Engineering Branch, which is located at the Daniel K. Inouye International Airport.

- A. Operations – The Contractor shall operate each pump station as designed and in accordance with approved practices and the following specifications.
1. The Contractor shall visit daily each wastewater pump station to perform the prescribed maintenance activities and record operating data in the station log. A daily visit is a minimum requirement for the designated stations. The Contractor may be required to visit (check) the wastewater stations more frequently to ensure proper operation of the stations.
  2. The Contractor shall recommend changes (additions/deletions of maintenance tasks or frequencies) in maintenance services as may be required for proper operation of the pump stations.
  3. The Contractor shall prepare a recommended spare parts inventory for each pump station and prepare and provide to the State a list containing the updated spare parts inventory amounts for each pump station. The list shall be updated and kept at the pump station plus be provided to the State with each acquisition, custody (storage and updated accounting), and replenishment of spare parts. Initial stocking of the inventory shall be paid for by the State.
  4. The Contractor shall recommend written changes in the operating mode of the pump stations to optimize the usage of the individual facilities to meet demand requirements.
  5. The Contractor shall ensure that the wastewater pump stations are operating as designed through the performance of all operating, basic, and periodic tasks.
  6. Alarms and all other automated devices are to be operated and maintained (maintenance and repair) by the Contractor. This includes and is not limited to auto transfer switches, telemetry/auto dialers, underground storage tank fuel and leak detection systems. All records and test requirements for the diesel underground storage tanks at the Elliot Street station shall be maintained and conducted in accordance with the State Department of Health (DOH) and Federal E.P.A. rules and regulations. All fines, which are a resultant of the Contractor's failure to maintain the emergency power fuel storage system in accordance with all applicable rules and regulations, shall be paid for by the Contractor.

7. The Contractor shall inform State when replacement parts becomes unavailable to repair and maintain designed performance of wastewater pump stations, or when automated devices and monitoring equipment become obsolete or non-operational.
- B. Maintenance – Contractor shall provide all labor, equipment, tools, and materials required to maintain each pump station (which includes all items unless specifically excluded herein) in accordance with the pump station components manufacturer’s recommendations or as specified herein. Should there be a conflict between these specifications and the manufacturer’s recommendations, the stricter requirements shall govern.
1. ”Pump Station” shall include all accessible (not requiring excavation) components, exposed or in manholes, within the wastewater pump station fence line or wastewater pump station building line where no fence exists. The State will maintain the security fence and paved areas, ensure the structural integrity of the building and roof membrane and paint the exterior of the building.
  2. ”Spare Parts” shall be an inventory of replacement parts, which shall be maintained at the wastewater pump stations, and are initially paid for by, and are the property of the State. As spare parts are utilized, they shall be immediately replaced in equal kinds and numbers by the Contractor and paid for by the State. Expendables such as hoses (with proper fittings), cleaning equipment (brooms, mops, buckets, scrapers, disinfectants, etc.), rags, paper towels, lamps, recorder supplies (ink, paper, pens, etc.), etc. shall not be considered as “spare parts” but incidentals furnished and paid for by the Contractor.
- C. Basic Tasks – The following work, as applicable, shall be performed at all pump stations on a continuous basis:
1. General housekeeping duties as sweeping, mopping, dusting, deodorizing (sanitizing) the premises.
  2. Disposal of all waste materials, such as sludge and grease from wet well and debris away from the airport premises in accordance with Federal, State of Hawaii and City and County of Honolulu rules and regulations. Provide receipt of disposal from disposal facility.

3. All wastewater pump station building interior surfaces including piping and equipment shall be touch-up painted.
  4. Operate the wastewater pump stations in conformity to their individual design, location, construction, machinery and equipment installation.
  5. Maintenance of the landscaping and ground cover within the enclosed yard areas by watering, fertilizing, trimming, mowing, edging (grassed areas and shrubs), weeding, raking, and disposal of related debris from the wastewater pump station premises.
  6. Respond to “trouble call” (alarms) at all times to correct the improper operation of the wastewater pump stations.
  7. Maintain and repair all machinery and equipment in accordance with manufacturer’s recommendations or as actual equipment utilization may dictate. This shall include, but not limited to, lubrication, adjusting (packing, alignment, timing, etc.), repacking of seals, flushing of drains and servicing of control and recording mechanisms.
  8. Furnish and maintain a supply of all expendables (recording charts, cleaning equipment and supplies, etc.).
  9. Unspecified Services – It is not the intent of these specifications to detail all the tasks that the Contractor must perform. Since the services described subsequently are basically generic, the Contractor shall be responsible to perform whatever other services, which need to be performed as good practice without additional payment.
- D. Periodic Services – “Periodic Services” shall mean maintenance services performed in accordance with Subsection 10.4 and shall apply to all wastewater pump stations, except as noted. See attached Exhibit “A” for the location of these wastewater pump stations.

In addition to the “basic tasks,” the following minimum periodic services shall be provided by the Contractor at all pump stations unless specified otherwise:

1. Daily Operating and Maintenance Services
  - a. Record pump run time in Log book.

- b. Check and as necessary lubricate all pump packings, take up on packing glands as required.
- c. Check operation of air compressors manually to ensure proper operation
- d. Check operation of motor cooling reservoirs to ensure proper operation.
- e. Flush and clean drip reservoirs, drains and sump pit (test sump pump).
- f. Check float/bubbler system, control switches and alarm systems (high level).
- g. Visual check of all other equipment and service/adjust as required.
- h. Update service log (to be kept in the station for inspection by the State at all times). Minimum information shall include date, time in and out, name of person performing work, status of equipment, action taken, and unusual and impending problem, if any.
- i. Report unusual conditions or anticipated problems to the State Maintenance Superintendent or Project Manager.
- j. Inspect emergency power engine and generator and record run time.

## 2. Weekly Maintenance Services

- a. Pump out scum layer in wet well, hose down and scrape wet well walls (two [2] entries to well surfaces).
- b. Flush and back flush float/air tube(s).
- c. Back flush wet well level recorder and the discharge pressure recorder gauge lines.
- d. Back flush venturi meter pressure lines. Equalize and bleed oil seal tanks and venturi meter.



- e. Test operating units, alarms and automated units, including standby generators.
- f. Clean premises (housekeeping and landscaping).
- g. Inspect and service bubbler line system and components.
- h. Check oil, water (battery), coolant level and replenish as required.

3. Monthly Maintenance Services

- a. Operate suction, discharge, force main and bypass valves.
- b. Inspect float/air tube, float cables/bubbler regulators and fasteners.
- c. Operate vent plugs, drain and flush venturi tube chamber.
- d. Pump out water from manhole (equipment) and flush venturi tube chamber.
- e. Clean, inspect and service sump pump.
- f. Test alarm systems (coordinate with the Airport Maintenance Section).
- g. Lubricate main and sump pump bearings and drives.
- h. Witness test run of emergency generator.
- i. Exercise and verify proper operation isolation valves, clear sediment in valve channel if necessary.

4. Quarterly Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)

- a. Check pump packing, repack pump as needed and record the shaft sleeve wear for that pump.
- b. Assist and stand-by when the State pumps out and removes all liquid and solid waste from the wet wells for disposal off the airport premises.

- c. Submit written quarterly service report listing condition of all equipment located in the pump station and also containing a complete list of all service and repair work completed during the previous quarter.
  - d. Load test the emergency generator. Check transfer switch by simulating power failures. Check alarms and all other automated devices. This includes and is not limited to auto transfer switches, telemetry/auto dialers, underground storage tank fuel and leak detection systems.
5. Semi-Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. Inspect, clean and service all check valves.
  - b. Inspect, clean and service all air relief valves.
    - i. Remove lid and check for internal damage
    - ii. Visually inspect air relief valves for signs of obstruction or leakage
  - c. Inspect, clean and service all pump impellers.
6. Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. Clean and inspect wet well rungs, suction elbows, flange bolts and nuts.
  - b. Clean out all equipment manholes (chambers).
  - c. Overhaul pumps. (Raise rotating element, inspect and change wearing rings, seals, shaft, impeller, gaskets, casing, etc. as required.)
  - d. Inspect, clean and service all electrical equipment, including motors, starters, float switches, circuit breakers, transfer switches, contacts, relays, megger motors, etc. by a qualified electrician. Provide report of condition of every electrical equipment.

- e. Check condition of air compressors, controllers and air tubes. Check and recalibrate the air regulator, if necessary.
- f. Check inventory record of spare parts for completeness. Shortages noted at this time shall be brought to the attention of the Project Manager and restocked, as directed via "Parts Allowance".
- g. Submit annual maintenance service report listing current condition of all equipment in the pump stations and also containing a complete list of all service and repair work completed during the previous year.

#### 10.7 OPERATION AND MAINTENANCE SERVICES FOR THE SUMP PUMPS

All work performed at the pump stations and sump pumps must be performed in accordance with all Federal and State Rules and Regulations. Where there is conflict, the stricter shall govern. See attached Exhibits "A" to "I" for locations of sump pumps.

The Contractor shall provide all labor, tools, material and equipment necessary for the maintenance of the following designated sump pumps:

**Table 1 – Sump Pump Location**

PUMP NO.	TYPE	LOCATION	EXHIBIT
CSP-1 & 2	Duplex Wastewater	Central Concourse	A&C
DHX-2(A&B)	Duplex Wastewater	DHX Basement (Restroom)	H
DXSP-19 & 20	Duplex Wastewater	DHX Basement	H
FSP-3 & 4	Duplex Wastewater	Building 346 Basement	G
TSP-3 & 4	Duplex Wastewater	Building 344 Basement	G
TSP-10 & 11	Duplex Wastewater	Building 344 Basement	G
DHX-1(A&B)	Duplex Drainage	DHX Basement	H
DHX-3 & 4	Duplex Drainage	DHX Basement (Fan Room)	H
DHX-5 & 6	Duplex Drainage	DHX Basement (Fan Room)	H
DXSP-21 & 22	Duplex Drainage	DHX Basement	H
FSP-1 & 2	Duplex Drainage	Building 346 Basement	G
FSP-5 & 6	Duplex Drainage	Building 346 Basement	G
FSP-7 & 8	Duplex Drainage	Building 346 Basement	G
FSP-10 & 11	Duplex Drainage	Building 346 Basement	G
HUP-1(A&B) *	Duplex Drainage	Hickam Worchester Avenue Underpass at Taxiway "J"	A&B
PUP-2(A&B)	Duplex Drainage	U.S.P.S. Underpass	F
TGSP-15 & 16	Duplex Drainage	Terminal Chiller Room	E
TSP-1 & 2	Duplex Drainage	Building 344 Basement	G
TSP-5 & 6	Duplex Drainage	Building 344 Basement	G
TSP-7 & 8	Duplex Drainage	Building 344 Basement	G
OSP-1	Drainage Sump	O.S. Parking	E
PUP-1 (A&B)	Drainage Sump	Parking Lot Underpass	F
TSP-14	Drainage Sump	Building 344 Basement	G
IPS-1 & 2	Two Column Pumps	International Parking Structure Basement	I
DHC-1	Drainage Sump	Gate G6 Escalator Sump Pump	C
North Wash Pad	Two Suction Pumps	Between Manuwai Canal and Taxiway "L"	A&B
South Wash Pad	Two Suction Pumps	Lagoon Drive	A&D
Wikiwiki Wash Pad	Two Suction Pumps	Near Access A	A&C
General Aviation Wash Pad	Two Suction Pumps	T-Hangar area	A&D
Inter-Island Hardstand	Two Suction Pumps	Elliott Street and HA Cargo access Road	A&B
Ewa Maintenance Pad	Two Submersible Pumps	Hardstand Adj. to AARF 1	A&B

\* Access to this pump is through Hickam Air Force Base. Contractor needs to obtain access pass from Hickam Air Force Base security office before being allowed on base.

The periodic maintenance service tasks shall include the following items of work:

A. WASTEWATER SUMP PUMPS

The periodic maintenance service described here are for the following pump locations CSP-1&2, DHX-2(A&B), DXSP-19&20, FSP-3&4, TSP-3&4, and TSP-10&11.

1. Weekly Maintenance Services
  - a. Visual inspection of all components, including opening the wet well cover for inspection, removal and disposal of debris to preclude excessive build-up of matter, which could cause the pumps to malfunction.
  - b. Check operating readiness of components (manual and automatic controls, floats, power availability, etc.) and test run the equipment (pump down wet well).
  - c. Update service log book (Subsection 10.5).
  - d. Report abnormal conditions and impending problems to the State.
2. Monthly Maintenance Services
  - a. Hose down wet well with fresh water.
  - b. Clean floats, lubricate pump, and make all adjustments to equipment as necessary for proper operation.
  - c. Amp motors to verify proper operation of motors.
  - d. Clean entire station of rubbish and dust.
  - e. Update Service Log Book (Subsection 10.5).
  - f. Report abnormal conditions and impending problems to the State.
3. Quarterly Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)

- a. A status report listing current status of all equipment on all wastewater sump pumps must be submitted quarterly. This report shall also include a complete listing of all service and repair work performed during the previous quarter.
  - b. Exercise isolation valves and verify proper operation.
  - c. Fill wet well with water to test proper operation of the automatic controls.
  - d. Update service log book (Subsection 10.5).
  - e. Report abnormal conditions and impending problems to the State.
4. Semi-Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. The walls of the wet well interior shall be cleaned with high pressure water or scraped.
  - b. Exercise and service check valves.
  - c. Inspect, clean and service all check valves
  - d. Remove all dirt and other accumulated material from the entire sump basin and dispose off the airport premises.
  - e. Update service log book (Subsection 10.5).
  - f. Report abnormal conditions and impending problems to the State.
5. Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. Megger motors, record readings in service log, clean all switches and contacts in motor control circuit.
  - b. Submit annual report listing the current status of all equipment associated with the sump pumps and containing a complete list of all repair and service work completed on all sump pump equipment during the previous year.

- c. Check inventory record of spare parts. Spare parts shortages noted at this time, shall be brought to the attention of the Project Manager and restocked, as directed via “Parts Allowance”.

B. DRAINAGE SUMP PUMPS

The periodic maintenance service described here are for the following pump locations DHX-1(A&B), DHX-3&4, DHX-5&6, DXSP-21&22, FSP-1&2, FSP-5&6, FSP-7&8, FSP-10&11, HUP-1(A&B), OSP-1, PUP-1 (A&B), PUP-2(A&B), TGSP-15&16, TSP-1&2, TSP-5&6, TSP-7&8, TSP-14, IPS-1, and DHC-1. Contractor shall coordinate with elevator maintenance contractor for access to pump TSP-14. For sump pump location, see Table 1 on page 10-12.

1. Weekly Maintenance Services

- a. Visual inspection of all components, including opening the wet well cover for inspection.
- b. Test run the equipment (pump down wet well).
- c. Update service log book (Subsection 10.5).
- d. Report abnormal conditions and impending problems to the State.

2. Monthly Maintenance Services

- a. Open wet well cover for inspection, removal and disposal of debris to preclude excessive build-up of matter as necessary, which could cause the pumps to malfunction.
- b. Check operating readiness of components (manual and automatic controls, floats, power availability, etc.).
- c. Clean floats, lubricate pump, and make all adjustments to the equipment as necessary for proper operation.
- d. Verify proper operation of check valves.
- e. Clean entire station of rubbish and dust.
- f. Update Service Log Book (Subsection 10.5).

- g. Report abnormal conditions and impending problems to the State.
3. Quarterly Maintenance Services
- a. Clean the sump basin intakes of debris.
  - b. Exercise isolation valves and verify proper operation.
  - c. Hose down wet well walls with fresh water and test proper operation of the automatic controls.
  - d. Amp motors to verify proper operation of motors.
  - e. Update service log book (Subsection 10.5).
4. Semi-Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. A status report listing current status of all equipment on all drainage sump pumps must be submitted semi-annually. This report shall also include a complete listing of all service and repair work performed during the previous report period.
  - b. Exercise and service all check and shut-off valves.
  - c. Update service log book (Subsection 10.5).
5. Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. Megger motors, record readings in service log, clean all switches and contacts in motor control circuit.
  - b. Clean all switches and contacts in motor control circuit.
  - c. The walls of the wet well interior shall be cleaned with high pressure water or scraped.
  - d. Remove all dirt and other accumulated material from the entire sump basin and dispose off the airport premises.



- e. Submit annual report listing the current status of all equipment associated with the sump pumps and containing a complete list of all repair and service work completed on all sump pump equipment during the previous year.
- f. Check inventory record of spare parts. Spare parts shortages noted at this time, shall be brought to the attention of the Project Manager and restocked, as directed via “Parts Allowance”.

C. WASH PAD SUMP PUMPS

The periodic maintenance service described here are for the following pump locations GAWP-1&2, IITHSP-1&2, NWP-1&2, SWP-1&2, EMP-1&2, and WIKIWIKI WP-1&2.

- 1. Monthly Maintenance Services
  - a. Visual inspection of all components, including opening the wet well cover for inspection.
  - b. Test run the equipment (pump down wet well).
  - c. Update service log book (Subsection 10.5).
  - d. Report abnormal conditions and impending problems to the State.
- 2. Quarterly Maintenance Services
  - a. Open wet well cover for inspection, removal and disposal of debris to preclude excessive build-up of matter as necessary, which could cause the pumps to malfunction.
  - b. Check operating readiness of components (manual and automatic controls, floats, power availability, etc.).
  - c. Clean floats, lubricate pump, and make all adjustments to the equipment as necessary for proper operation.
  - d. Verify proper operation of check valves.
  - e. Clean entire station of rubbish and dust.

- f. Update Service Log Book (Subsection 10.5).
3. Semi-Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. Clean the sump basin intakes of debris.
  - b. Exercise isolation valves and verify proper operation.
  - c. Hose down wet well walls with fresh water and test proper operation of the automatic controls.
  - d. Amp motors to verify proper operation of motors.
  - e. Update service log book (Subsection 10.5).
4. Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
- a. Exercise and service all check and shut-off valves.
  - b. Megger motors, record readings in service log, clean all switches and contacts in motor control circuit.
  - c. Clean all switches and contacts in motor control circuit.
  - d. The walls of the wet well interior shall be cleaned with high pressure water or scraped.
  - e. Remove all dirt and other accumulated material from the entire sump basin and dispose off the airport premises.
  - f. Submit annual report listing the current status of all equipment associated with the sump pumps and containing a complete list of all repair and service work completed on all sump pump equipment during the previous year.
  - g. Check inventory record of spare parts. Spare parts shortages noted at this time, shall be brought to the attention of the Project Manager and restocked, as directed via “Parts Allowance”.

D. HEAVY RAINFALL

If heavy rainfall is forecasted for the airport area, the Contractor shall ensure that the underpass pumps (PUP-1, PUP-2 and HUP-1) are operating properly prior to the forecasted rainfall. The intake of the sumps shall be cleared of all debris to prevent flooding of the underpass. Power to the pumps shall be checked and the sump pumps shall be tested for proper operation. Repairs, if required, shall be completed as soon as possible. Notify the State before performing this task and update the service log book (Subsection 10.5).

During heavy rainfall, if parking garage dry well and elevator sump pits are flooded, the Contractor shall be required to pump out rainwater from flooded parking garage dry well and elevator sump pits. All costs to pump out rain water shall be expensed as Allowance item. See Proposal Schedule page PF-10.

E. GENERAL NOTES TO PERIODIC MAINTENANCE TASKS:

1. All work performed at the pump stations and sump pumps must be performed in accordance with all Federal and State Rules and Regulations. Where there is conflict, the stricter shall govern.
2. Debris externally removed, shall mean that the in-place pumps shall not be used to remove the debris.
3. All debris shall be disposed of, off all airport premises in accordance with Federal, State of Hawaii, and City and County of Honolulu rules and regulations.

F. OPERATION AND MAINTENANCE SERVICES FOR WASTEWATER TRITURATOR STATIONS

The Contractor shall provide all labor, tools, material and equipment necessary for the maintenance of wastewater grinders at Gate C9 and Wiki Wiki Wash Pad:

1. Annual Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
  - a. Megger wastewater grinder motors, record readings in service log.
  - b. Inspect wastewater grinders for leakage, vibration, noise, excessive buildup or seepage from the grease drive assembly. Check wastewater grinder processing for proper solids reduction.

- c. Clean all switches and contacts in motor control circuit and floats.
- d. Inspect cutters for wear and tear. Replace as recommended by manufacturer.
- e. Inspect cutter stack for tightness. Tighten and recommended by manufacturer.
- f. Inspect fasteners. Tighten as needed.
- g. Remove and replace grease gears per manufacturer recommendation.
- h. Remove all dirt and other accumulated material from the entire sump basin and dispose of material off airport premises.
- i. Submit annual report listing the current status of all equipment associated with the wastewater grinders and containing a complete list of all repair and service work completed on all sump pump equipment during the previous year.
- j. Check inventory record of spare parts. Spare parts shortages noted at this time, shall be brought to the attention of the Project Manager and restocked, as directed via "Parts Allowance".

G. OPERATION AND MAINTENANCE SERVICES FOR WASTEWATER IN-LINE MUFFIN MONSTER GRINDERS

The Contractor shall provide all labor, tools, material and equipment necessary for the maintenance of two (2) Muffin Monster sewage grinders at Diamond Head Concourse Ground Floor corridor, near Gate G4:

- 1. Monthly Maintenance Services  
(Notify State Maintenance Superintendent 3 days in advance)
  - a. Inspect Muffin Monster pipe connections for leaks.
  - b. Inspect fasteners. Tighten as needed.
  - c. Test run the equipment.

- d. Update service log book (Subsection 10.5).
- e. Report abnormal conditions and impending problems to the State.

2. Annual Maintenance Services

(Notify State Maintenance Superintendent 3 days in advance)

- a. Clean (2) Muffin Monster station (Gate G4) of rubbish and dust.
- b. Inspect Muffin Monster base support, wall bracing, and all fasteners. Tighten as needed.
- c. Megger Muffin Monster motor, record reading in service log.
- d. Clean all switches and contacts in motor control center. Test pressure switch.
- e. Exercise all isolations valves.
- f. Check inventory record of spare parts. Spare parts shortages noted at this time, shall be brought to the attention of the Project Manager and restocked, as directed via “Parts Allowance”.
- g. Report abnormal conditions and impending problems to the State.

H. INTERISLAND TERMINAL (IIT) BOOSTER PUMPS

The Contractor shall provide all labor, tools, materials and equipment necessary for the periodic inspection and verify operation of two (2) IIT booster pumps for 7<sup>th</sup> Floor office. Booster pumps are located on ground floor IIT building.

1. Monthly Maintenance Services – IIT Booster Pumps.

- a. Visual inspection of all components.
- b. Verify pumps and control system working properly.
- c. Update Service Log Book (Subsection 10.5)
- d. Report abnormal conditions and impending problems to the State Project Manager.

## 10.8 MAINTENANCE SERVICE PAYMENT

Payment for maintenance services (basic tasks & periodic services) shall be based on the unit bid prices and the actual number of times the services are performed. Services not substantiated with the log book information (Subsections 10.5, 10.7.A.1.c, 10.7.A.2.e, 10.7.A.3.d, 10.7.A.4.d, 10.7.B.1.c, 10.7.B.2.f, 10.7.B.3.e, 10.7.B.4.c, 10.7.C.1.c, 10.7.C.2.f, 10.7.C.3.e and 10.7.G.1.d) and timely specified reports (Subsections 10.6.D.4.c, 10.6.D.6.f, 10.7.A.3.a, 10.7.A.5.b, 10.7.B.4.a, 10.7.B.5.d, 10.7.C.4.e, 10.7.F) will not be paid for, nor will repair services (Subsection 10.9.) be subject to payment if at the sole discretion of the State, the repairs were necessitated by the failure of the Contractor to perform the specified maintenance services. Payment for the operation, maintenance, and repair of the three complete emergency power systems (fuel tank through auto-transfer and disconnect switches) shall be paid for on a lump sum basis as indicated in the Proposal Schedule. No separate payment shall be made for repairs to any part of the emergency power system unless damages were caused by the State or a natural disaster (tsunami, earthquake, etc.). The Contractor must advise the State at least 48 hours in advance of performing the specified tasks to ensure approval of payment. Unit bid prices shall be inclusive of all costs (labor, materials (lubricants, rags, solvents, etc.), tools, taxes, overhead and profit, etc.) to operate and maintain the wastewater pump stations and sump pumps as specified herein.

## 10.9 REPAIR SERVICES FOR WASTEWATER PUMP STATIONS AND SUMP PUMPS (INCLUDING PARTS/EQUIPMENT REPLACEMENT)

The Contractor shall furnish the State Maintenance Superintendent with telephone numbers through which the Contractor can be called by the State Maintenance Superintendent, 24 hours a day, everyday of the year to perform the work. The number and skill of personnel utilized to perform the work shall be fully justified by the Contractor and is subject to the approval of the State Maintenance Superintendent.

All repair work orders shall be submitted to the State Maintenance Superintendent for approval at the end of each day or job except as provided in Subsection 10.9.B herein below. All invoices for non-routine servicing must include the following information to be paid by the State:

- Date and time of receipt of notification to perform repair work;
- Name of individual authorizing the work be performed;
- Complete log of persons working on the job, including dates and times they worked on the repair;

- Original invoices for all parts and materials purchased;
- Location and description of work performed; and
- Date and time of completion of work.

When the repair work becomes extensive (estimated to be in excess of \$5,000.00 by the State), the State reserves the right to solicit competitive bids and have the repair work done by the lowest bidder.

- A. Repairs During Regular Work Hours – In the event of any mechanical and/or operational malfunction at any of the pump stations or sump pumps, the Contractor is subject to be called to perform the repair services by the State Maintenance Superintendent. Should the Contractor be called during the regular working hours, he shall respond within one (1) hour to the job site.

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

All trouble calls during the regular working hours shall be authorized by a representative of the State Maintenance Superintendent in order for the Contractor to receive payment therefore.

Except as noted in Subsection 10.9.C herein below, the hourly bid price shall include all labor, tools, materials, overhead, insurance, taxes and all other incidentals necessary to complete the repair work.

For bidding purposes only, it is estimated that there will be a total of 300 man-hours of non-warranted repair work as a result of regular working hours trouble calls. The Contractor’s overhead and supervisory cost shall not be paid for separately, but be included in the repair rate.

- B. Repairs During “Off-Hours” – The term “off-hours” as used in these specifications shall mean from 3:30 p.m. to 7:00 a.m. the following day, Monday through Friday, and all hours on Saturdays, Sundays and State Holidays.

If the Contractor is called by the State Maintenance Superintendent during off-hours to perform repair work, the Contractor shall respond within 90 minutes to the job site. The off-hours hourly rate of pay for non-warranted work shall be based on the hourly bid rate of the Contractor's proposal for regular working hours trouble calls plus 50 percent (50%) of the Contractor's hourly bid rate. Except as noted in Subsection 10.9.C herein below, such off-hours hourly rate of pay shall include all labor, materials, equipment, tools, overhead, insurance, taxes and other incidentals necessary to complete the repair work. For non-warranted repair work performed during off-hours, the Contractor shall be paid at the off-hours hourly rate multiplied by the time spent at the job site to complete the repair work during off-hours shall be taken to the closest one-half (1/2) of an hour and any fraction of one-quarter (1/4) of an hour shall be considered a full one-half (1/2) of an hour. In any event, the Contractor shall be paid for two (2) hours, even if the repair work is completed in less than two (2) hours. The Contractor shall secure the State Maintenance Superintendent's authorization for non-warranted repair work in excess of two (2) hours during off-hours.

All trouble calls during off-hours shall be authorized by a representative of the State Maintenance Superintendent within 48 hours in order for the Contractor to receive payment. Repair work initiated during off-hours and completed during regular working hours shall be paid accordingly. That is, off-hours hourly rate shall only apply to repair work performed during off-hours, and regular working hours hourly rates shall apply to repair work performed during regular work hours.

- C. Trouble Call Repair for Wastewater Pump Stations and Sump Pumps – Trouble call repair services shall be paid for only upon satisfactory completion of non-warranted repair work. Payment for repair services shall be made in accordance with Subsection 10.9(A).

Repair services performed during the scheduled "periodic services" will not be paid for separately unless specifically authorized in writing by the State Maintenance Superintendent. Contractor shall submit a quote on the work to be performed, which is to include the cost for parts/equipment and labor.

Payment for the use of subcontractors while performing repair during trouble calls shall be paid for at the same hourly rate as bid by the Contractor in the Proposal Schedule.



D. Replacement of Parts/Equipment – If replacement of parts/equipment is required on any trouble call, or the replacement of parts/equipment is not covered under any specific provision of this contract, the Contractor shall be reimbursed for the cost of the new parts/equipment excluding taxes, including shipping charges, plus 15 percent (15%) for overhead, profit, taxes, and other incidental expenses. The Contractor shall substantiate his charges submitting original invoices. Any individual parts/equipment/materials that cost less than \$10.00 shall be considered as incidental and shall not be paid for separately. Replacement parts/equipment will not be paid for if at the sole discretion of the State, the replacement of the part/equipment was necessitated by the failure of the Contractor to perform the specified maintenance services.

Labor costs for removing old parts and replacing with new parts during the course of inspection and scheduled maintenance services shall be considered incidental to the Contractor's bid prices for inspection and maintenance services and no additional payment will be made for such labor costs. For example, if parts need to be replaced during an overhaul, the labor costs to replace the parts would be considered as part of the scheduled overhaul.

#### 10.10 EMERGENCY REPAIR SERVICES

Provide emergency repair services to prevent/address overflows due to operating failures to pumps, operating valves, air relief valves and sewer force mains. The Contractor shall respond within thirty (30) minutes of being notified. Responsibilities shall include assessing the situation, determining the cause of the overflow, the containment, transport and clean-up of the overflow and any best management practices to prevent the overflow from entering any storm drainage system or body of water. Payment will be made on a time and materials basis.

#### 10.11 ADVISORY SERVICES AND SUBCONTRACTORS

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

#### 10.12 LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal, State, City and County laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work.

The Contractor shall also comply with all such orders and decrees of bodies or tribunals

having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State and all its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders or decrees, whether such violation is committed by the Contractor or his subcontractor or the employee of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Airport Manager in writing.

The Contractor's attention is directed to Hawaii Employment Regulations Act, Chapter 377, H.R.S.; Hawaii Employment Security Law, Chapter 383, H.R.S.; Wage and Hour Law, Chapter 387, H.R.S.; Payment of Wages, Chapter 104, H.R.S.; Industrial Safety, Chapter 376, H.R.S.; and Workmen's Compensation Law, Chapter 386, H.R.S.

#### 10.13 PERMITS, LICENSES AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

#### 10.14 PUBLIC CONVENIENCE AND SAFETY

- A. The Contractor shall at all times conduct his work to assure the least possible obstruction to public traffic. The safety and convenience of the general public and of the residents along the project and the protection of persons and property shall be provided for by the Contractor.
- B. The Contractor shall take all necessary precautions to protect all his workmen and all other personnel from injuries. The rules and regulations promulgated by OSHA are not physically included herein, but included by reference and are applicable and made a part of these specifications.

#### 10.15 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property.

- A. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or due to defective work or materials.

- B. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct of the Contractor, his employees or agents, the Contractor shall, at his own expense, restore, repair, or rebuild such property to a condition similar or equal to that existing before such damage or injury was done or make restitution in an acceptable manner.

#### 10.16 ENVIRONMENTAL

Contractor shall comply with Federal, State and County laws and regulations regarding the control of dust, noise and hazardous materials at the work place.

#### 10.17 SECURITY

In accordance with the security requirements of the State, all construction personnel entering and occupying secured areas within airport property are required to visibly display an identification badge. The Contractor shall obtain all required permits and passes required for his vehicles and personnel to enter or leave the security areas in accordance with section 7.11 of the special provisions. Contractor shall be advised that issuance of badges may be between fourteen (14) and thirty (30) calendar days. It shall be the responsibility of the Contractor to verify the status of their badges in person. No information will be emailed, mailed or discussed over the phone.

#### 10.18 INSURANCE

The Contractor shall be required to have insurance for this contract in accordance with Section 7 of the Special Provisions of these specifications.

#### 10.19 COORDINATION OF WORK

All work shall be coordinated with the Airport Manager. The Contractor shall submit a work schedule in writing to the Airport Manager for approval prior to the beginning of work on the project. Requests for subsequent schedule changes shall be submitted in writing to the Airport Manager for approval.

#### 10.20 INSPECTION AND CORRECTION OF DEFECTS

All materials furnished and services performed by the Contractor under this contract shall be subject to inspection and test by the State Maintenance Superintendent to the extent practicable at all times (including the period of performance) and places, and in any event

prior to acceptance. All inspections and tests by the State Maintenance Superintendent shall be performed in such a manner as will not unduly delay or interrupt the Contractor's work.

Unless otherwise specifically provide for in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the usage intended and all workmanship shall be first-class. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Director shall decide the question of equality. All labor and/or materials furnished by the Contractor, which are found to be defective within 90 days of its completion and acceptance, shall be repaired and/or replaced at no additional cost to the State.

#### 10.21 WASTEWATER PUMP STATION DATA

The wastewater pump station and sump pump construction plans and equipment information may be examined at the State's Airports Division Engineering Branch located at Daniel K. Inouye International Airport.

#### 10.22 LIQUIDATED DAMAGES

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

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

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

#### 10.23 PAYMENT

Payment shall be made all in accordance with the unit prices for the actual non-warranted work performed less liquidated damages, if any.

#### 10.24 TERM OF CONTRACT

The term of this contract shall be for a period of twelve (12) months from the date of the official Notice to Proceed issued by the State, unless renewed as specified in Subsection 10.25.

#### 10.25 OPTION TO EXTEND TERM

Subject to the availability of State funds, this contract may be extended by mutual agreement for three (3) twelve (12) month periods provided that:

- A. The option to extend is exercised by the State prior to expiration of the contract;
- B. The term, including yearly extensions, shall not exceed forty-eight (48) months;
- C. Payment to the Contractor for each of the additional terms is based on the unit bid prices indicated in the Proposal Schedule of the original contract with no adjustments.
- D. Performance bonds shall remain in effect throughout the extension periods.

The Contractor is advised that a contract similar in all essentials to this contract may be advertised for bids by the State so that the bids will be received at least 30 days prior to the expiration of this contract. The Contractor may submit a bid in response to such solicitation of bids upon compliance with the applicable requirements.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

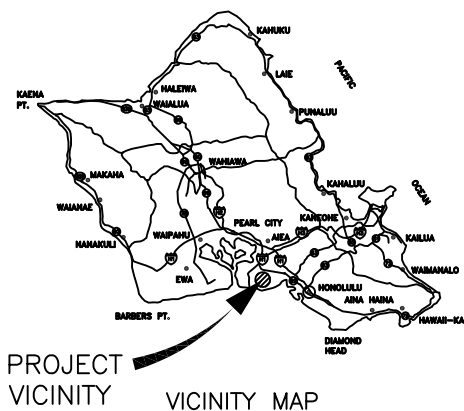
EXHIBITS

# AIRPORT DIVISION OAHU DISTRICT

DEPARTMENT OF TRANSPORTATION  
STATE OF HAWAII



## OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS PROJECT NO. BO1431-73 AT DANIEL K. INOUE INTERNATIONAL AIRPORT HONOLULU, OAHU, HAWAII

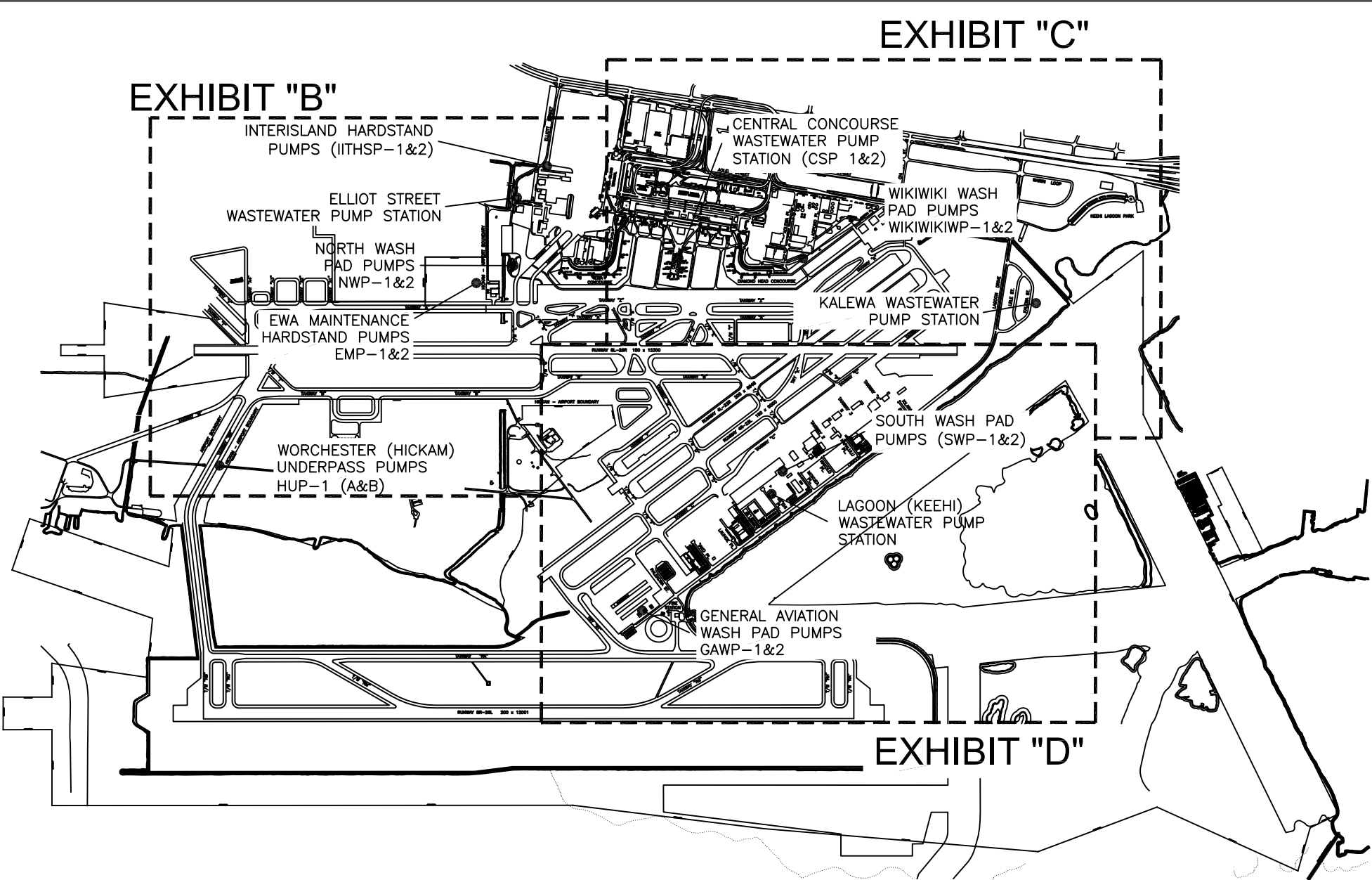


### DRAWING INDEX

Item	Description	Exhibit ID
1	Wastewater, Storm Water and Wash Pad Pump Location	<b>A</b>
2	Interisland, Elliot St., North Wash Pad, Ewa Maintenance Hardstand, Worcester Pumps	<b>B</b>
3	Central Concourse, Kalewa, Wiki Wiki Wash Pad Pumps	<b>C</b>
4	South Wash Pad, Lagoon (Keehi), General Aviation Pumps	<b>D</b>
5	Central Concourse and Overseas Terminal Parking Lot Ground Level	<b>E</b>
6	Commuter Terminal and International/Overseas Parking Underpass	<b>F</b>
7	Building 344 and 346 Basement Level	<b>G</b>
8	Building 339 and 341 Basement Level	<b>H</b>
9	International Parking Structure	<b>I</b>

EXHIBIT "C"

EXHIBIT "B"



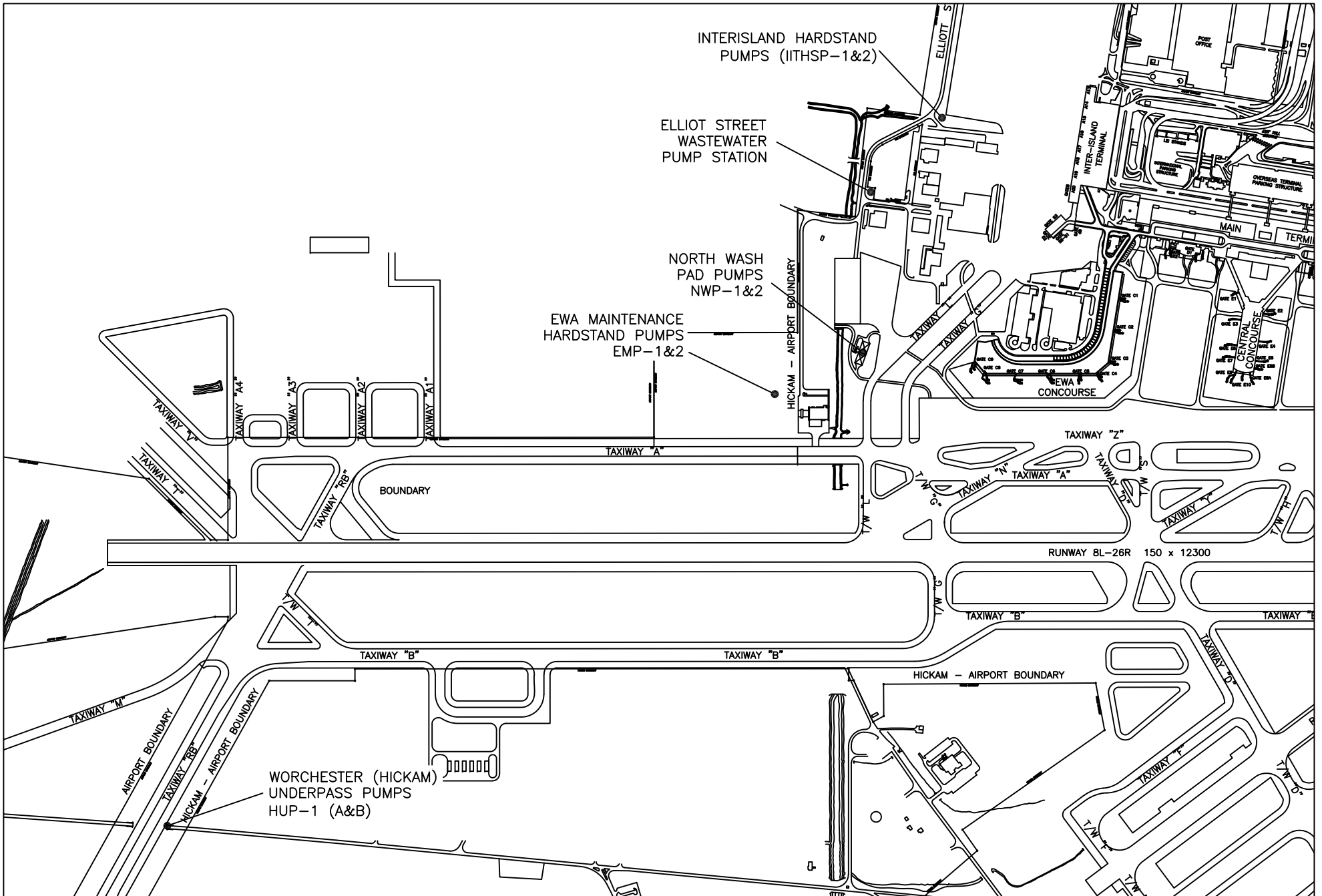
OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. BO1431-73

WASTEWATER,  
 STORM WATER AND  
 WASH PAD PUMP  
 LOCATIONS

DESIGN: AIR-OME  
 PROJECT NO.: BO1431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

EXHIBIT  
**A**  
 SHEET 1 OF 9





OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. BO1431-73

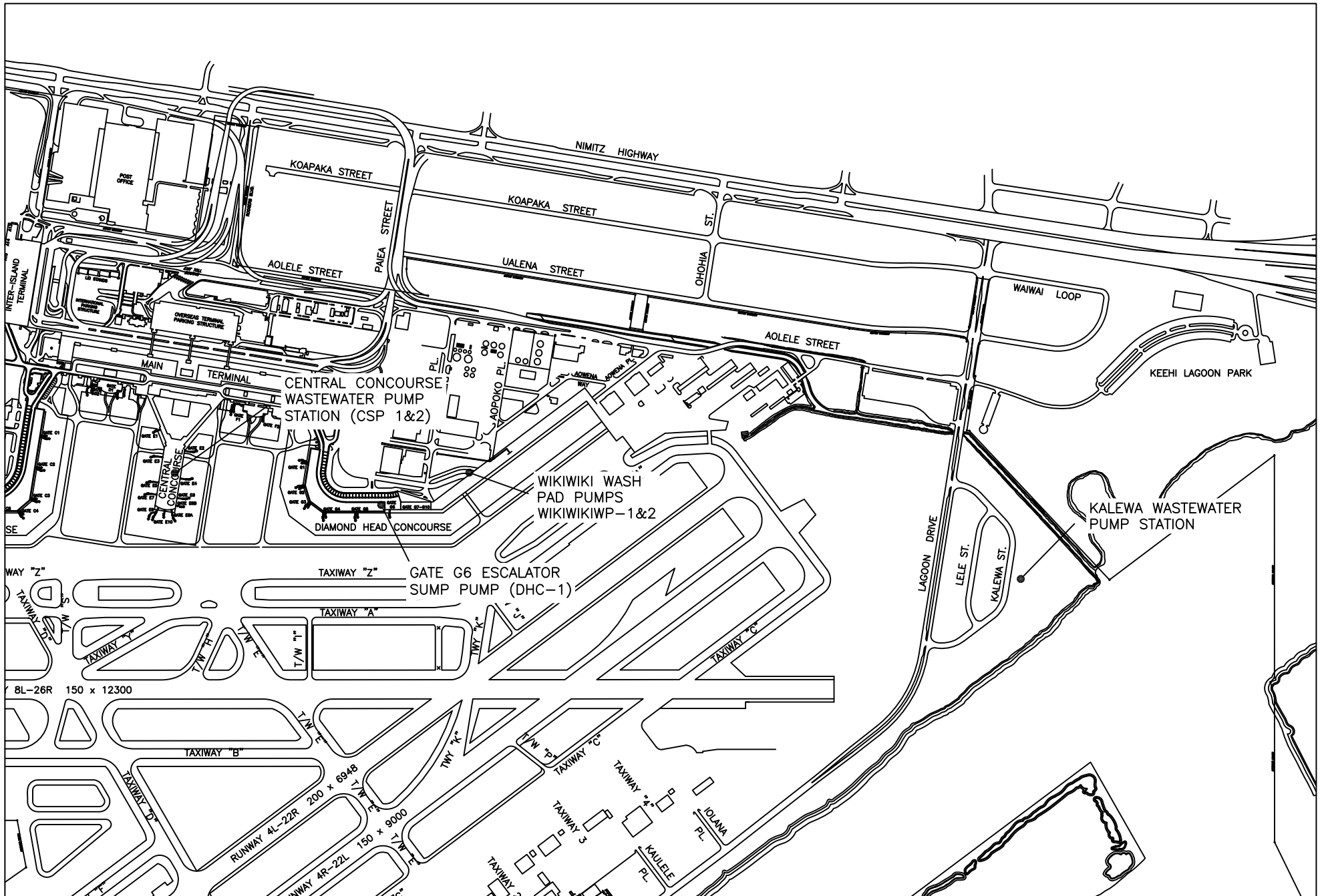
INTERISLAND, ELLIOT ST.,  
 NORTH WASH PAD, EWA  
 MAINT. HARDSTAND,  
 WORCHESTER PUMPS

DESIGN: AIR-OME  
 PROJECT NO.: BO1431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

EXHIBIT

**B**

SHEET 2 OF 9



OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. B01431-73

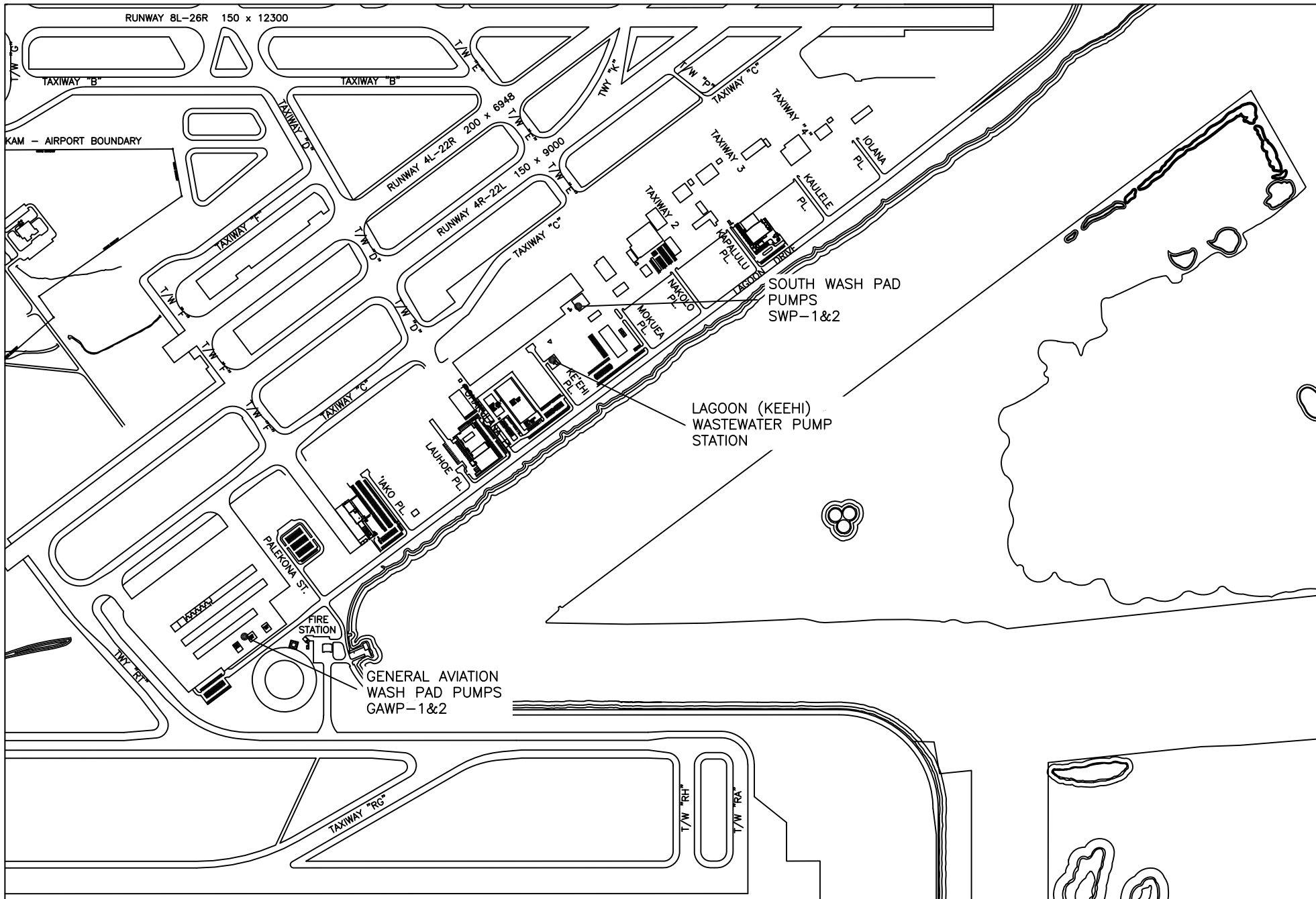
CENTRAL CONCOURSE,  
 KALEWA, WIKIWIKI WASH  
 PAD PUMPS.

DESIGN: AIR-OME  
 PROJECT NO.: B01431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

EXHIBIT

**C**

SHEET 3 OF 9



OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. B01431-73

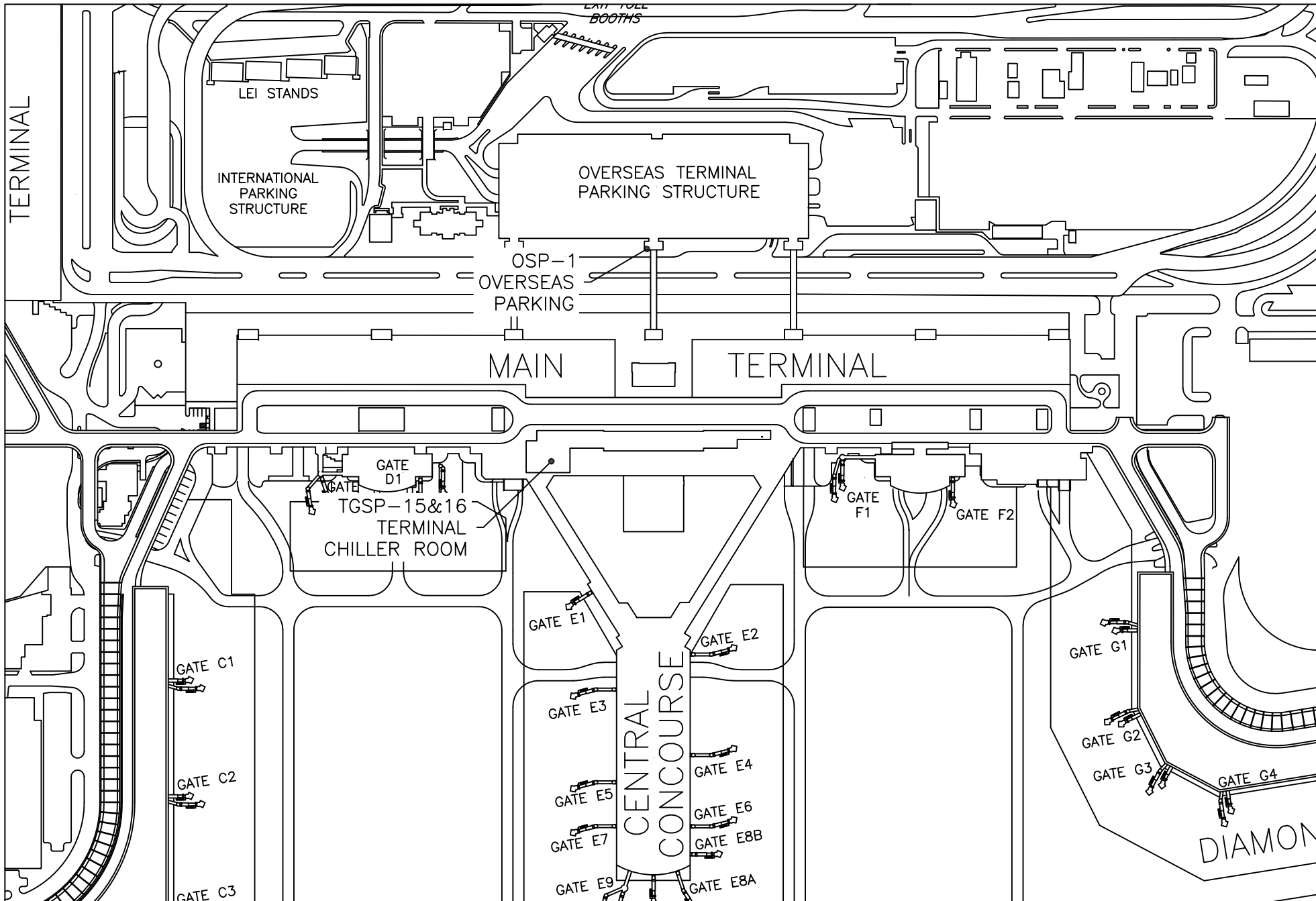
SOUTH WASH PAD,  
 LAGOON (KEEHI),  
 GENERAL AVIATION  
 PUMPS

DESIGN: AIR-OME  
 PROJECT NO.: B01431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

EXHIBIT

**D**

SHEET 4 OF 9



OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. B01431-73

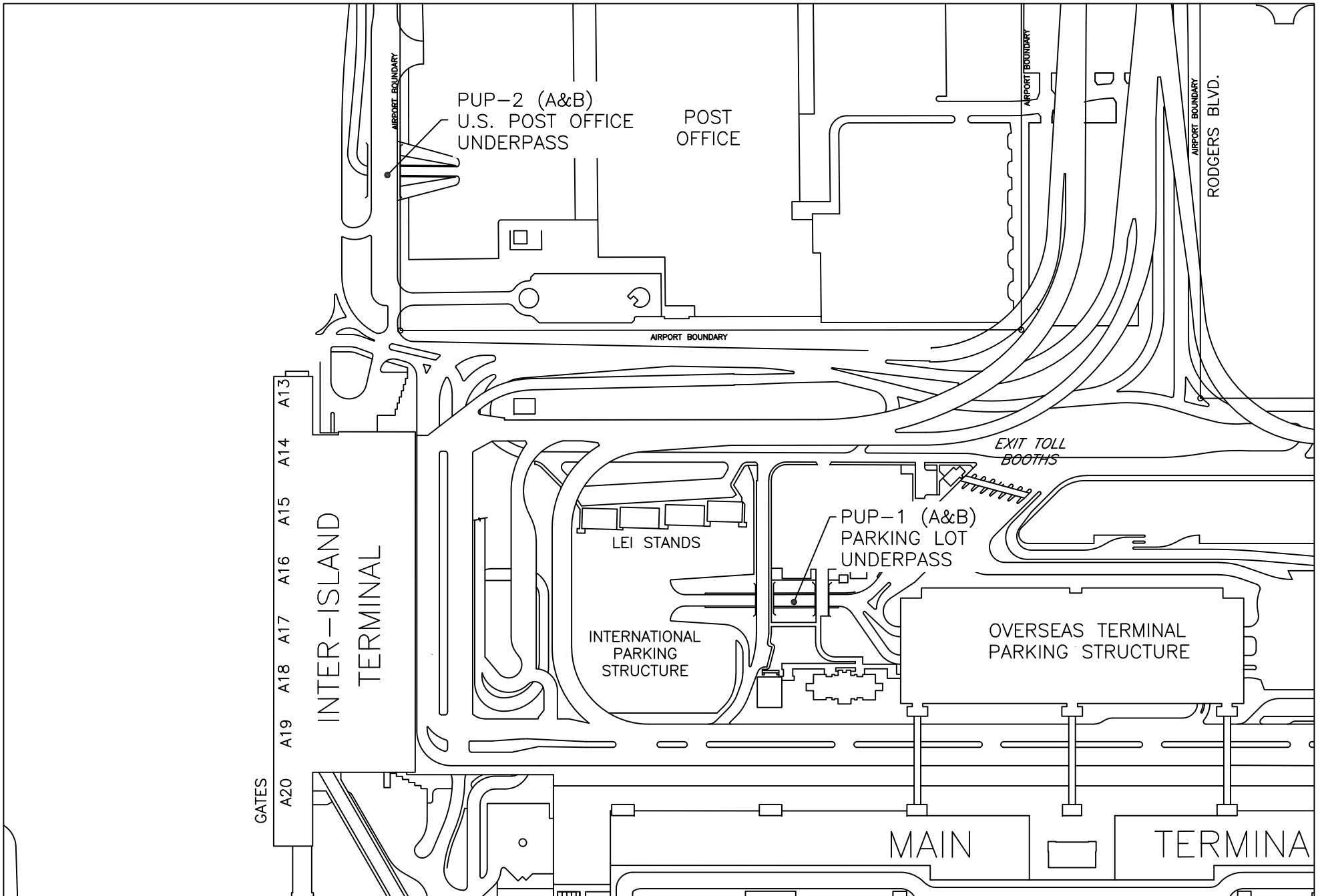
CENTRAL CONCOURSE  
 AND OVERSEAS  
 TERMINAL PARKING  
 LOT  
 GROUND LEVEL

DESIGN: AIR-OME  
 PROJECT NO.: B01431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

EXHIBIT

**E**

SHEET 5 OF 9



OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. B01431-73

COMMUTER TERMINAL  
 AND  
 INTERNATIONAL/OVERSEAS  
 PARKING UNDERPASS

DESIGN: AIR-OME  
 PROJECT NO.: B01431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

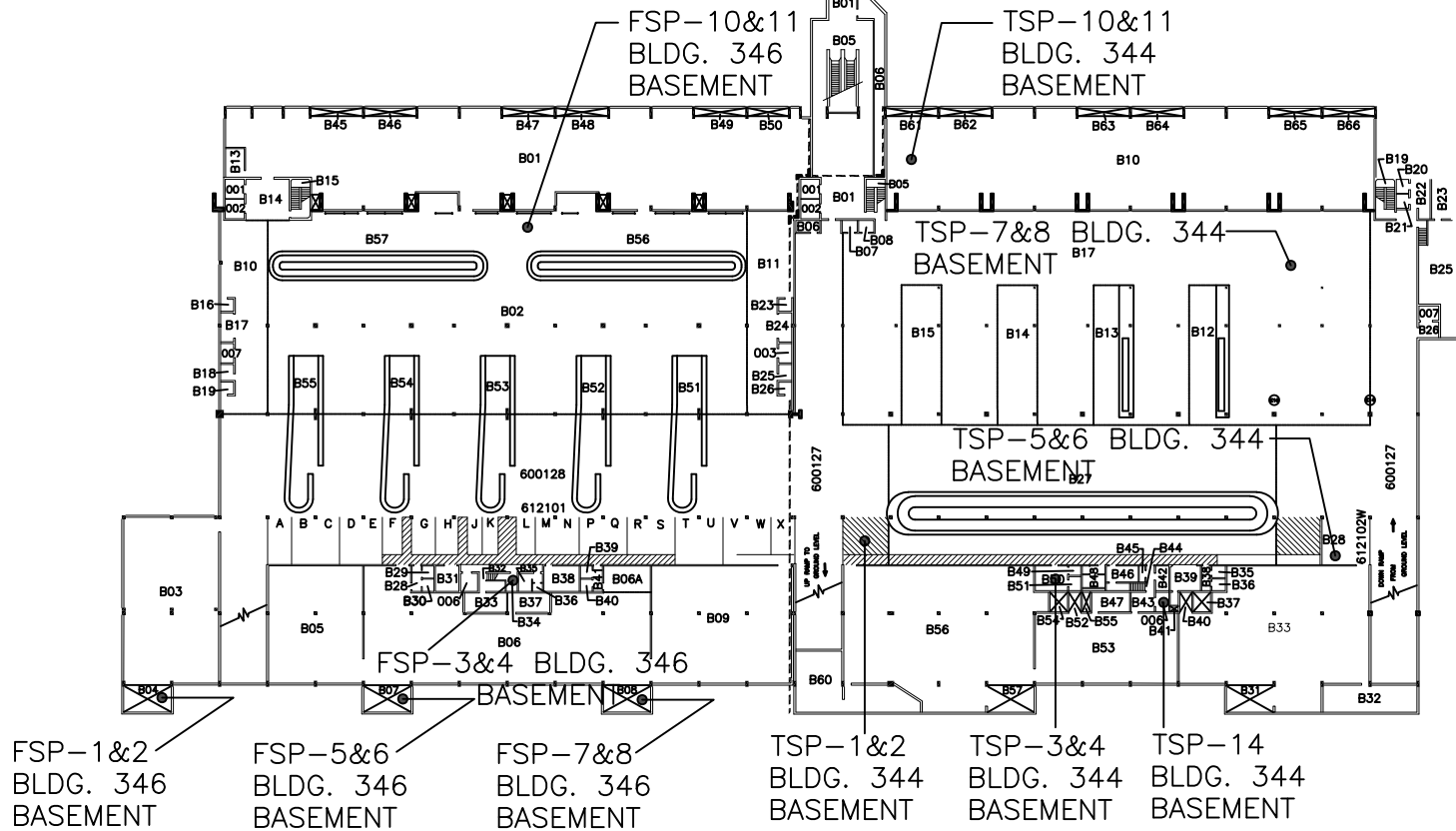
EXHIBIT  
**F**

SHEET 6 OF 9

UNDERPASS BLDG  
BASEMENT

BLDG 346  
INTERNATIONAL ARRIVALS BLDG

BLDG 344  
EWA DOMESTIC EXTENSION BLDG



OPERATION AND MAINTENANCE OF WASTEWATER  
PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
HONOLULU, OAHU, HAWAII • PROJECT NO. BO1431-73

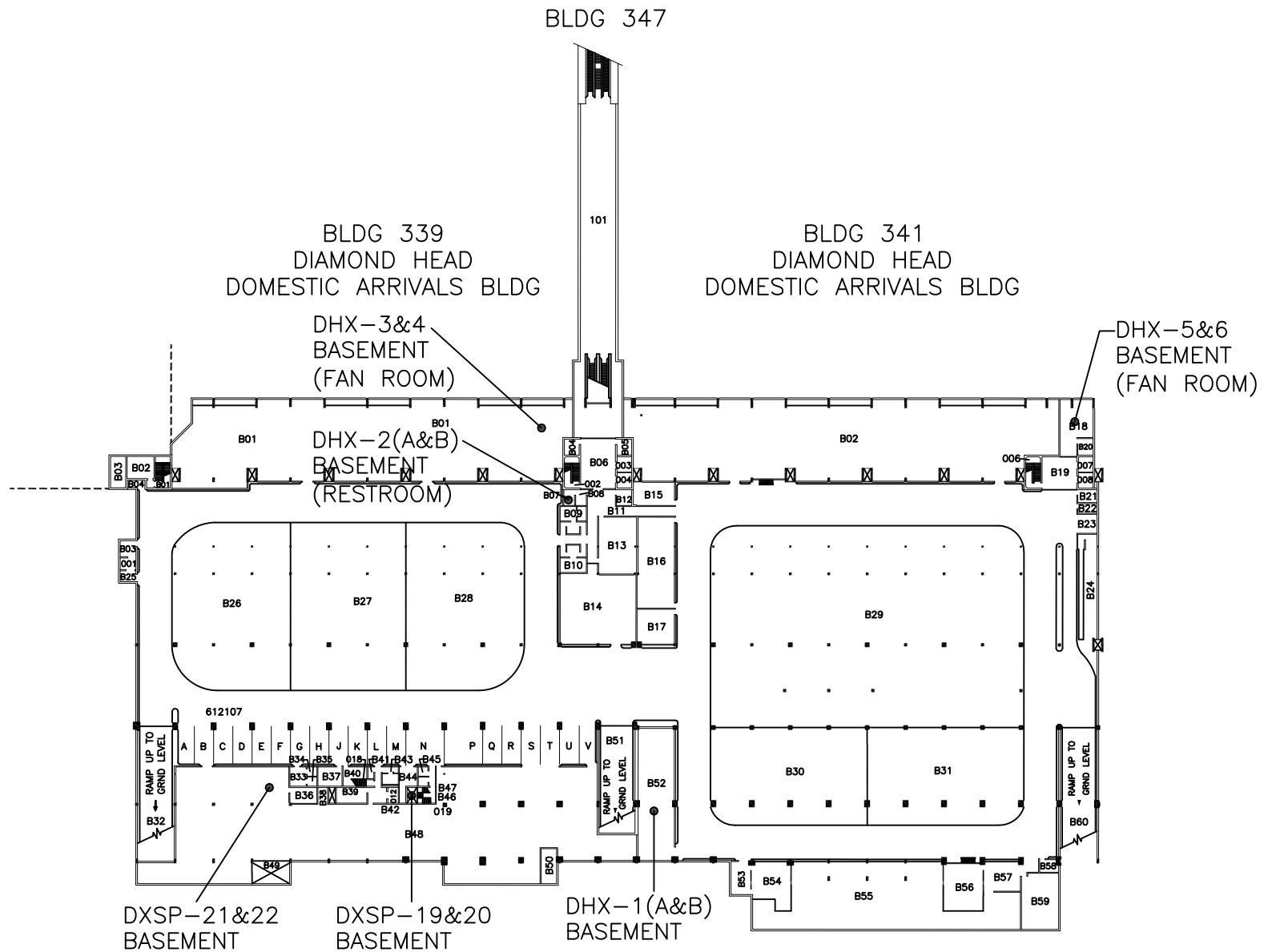
BUILDING 344  
AND 346  
BASEMENT LEVEL

DESIGN: AIR-OME  
PROJECT NO.: BO1431-73  
DATE: OCTOBER 23, 2023  
REVIEW BY: D. EBESUNO

EXHIBIT

**G**

SHEET 7 OF 9



OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. BO1431-73

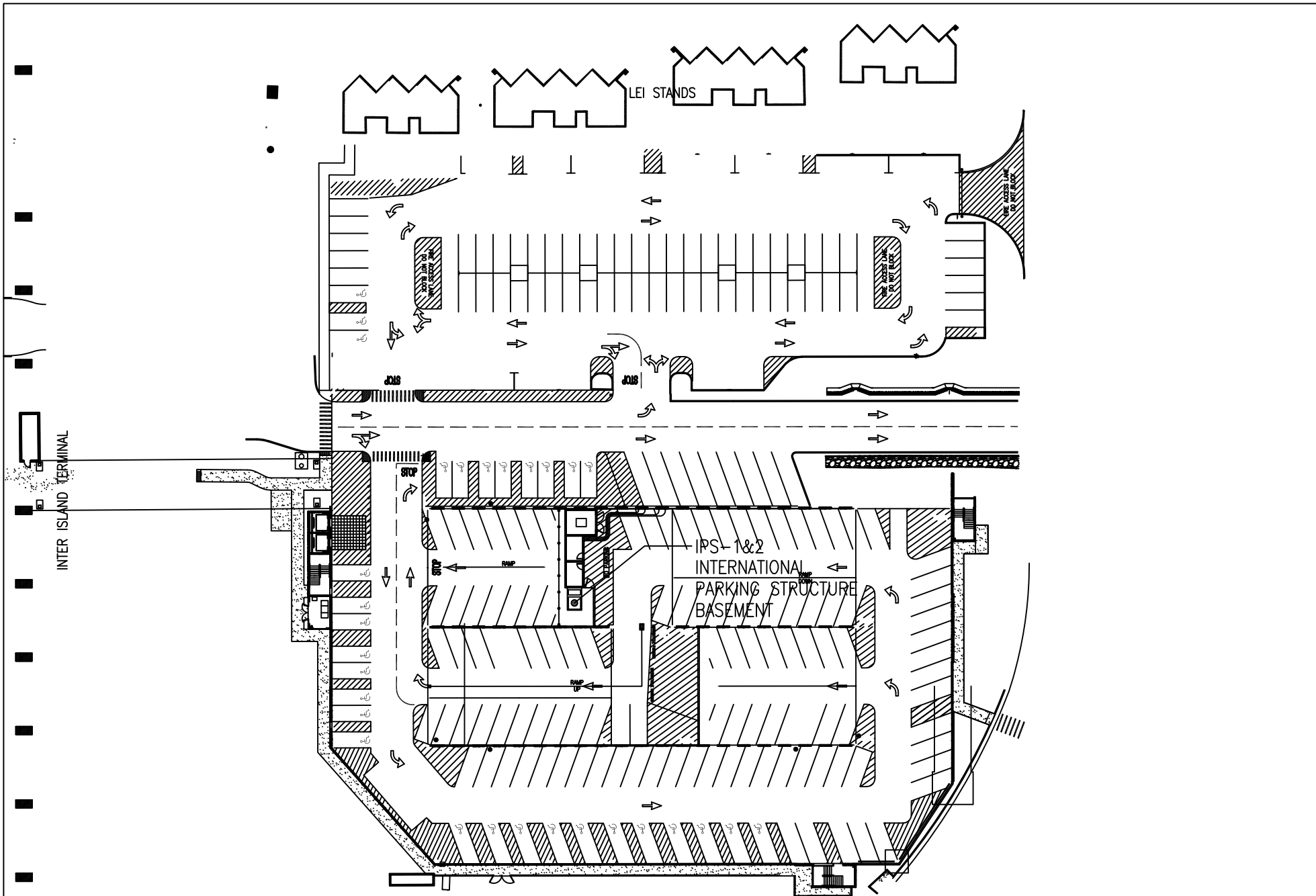
BUILDING 339  
 AND 341  
 BASEMENT LEVEL

DESIGN: AIR-OME  
 PROJECT NO.: BO1431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

EXHIBIT

**H**

SHEET 8 OF 9



OPERATION AND MAINTENANCE OF WASTEWATER  
 PUMP STATIONS, EQUIPMENT AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII • PROJECT NO. B01431-73

INTERNATIONAL  
 PARKING STRUCTURE

DESIGN: AIR-OME  
 PROJECT NO.: B01431-73  
 DATE: OCTOBER 23, 2023  
 REVIEW BY: D. EBESUNO

EXHIBIT



SHEET 9 OF 9



STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

APPENDIX A  
SERVICE CHECKLISTS

Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

**Wastewater Pump Station Checklist**

Elliott                  Lagoon                  Kalewa

<b>Daily</b>	
Record pump run time in Log book.	
Check and as necessary lubricate pump packing, take up on packing as required.	
Check operation of air compressor to ensure proper operation.	
Check operation of motor cooling reservoirs to ensure proper operation.	
Flush and clean drip reservoirs, drains, and sump pit (test sump pump).	
Check float/mercuroid, control switches, and alarm system (high level dialer).	
Visual check of all other equipment and service/adjust as required.	
Update service log book. Information should include date, time in and out, name of technician, status of equipment, unusual and impeding problems, and action taken.	
Report unusual conditions or anticipated problems to the State Maintenance Superintendent or Project Manager.	
Inspect emergency engine and generator and record run time.	

<b>Weekly</b>	
Pump out scum layer in wet well, hose down and scrape wet well walls.	
Flush and back flush float tube.	
Back flush wet well level recorder and the discharge pressure recorder gauge lines.	
Back flush venturi meter pressure lines. Equalize and bleed oil seal tanks and venturi meter.	
Test operating units, including standby generator.	
Clean premises (housekeeping and landscaping).	
Inspect and service bubbler line system and components.	
Check oil, water (battery), coolant level and replenish as required.	

<b>Monthly</b>	
Operate suction, discharge, force main and bypass valves.	
Inspect float, tube, float cables and fasteners.	
Operate vent plugs, drain and flush venturi tube chamber.	
Pump out water from manhole (equipment) and flush venturi tube chamber.	
Clean, inspect and service sump pump.	
Test alarm system (coordinate with the State).	
Lubricate main and sump pump bearing and drives.	
Witness test run of emergency generator.	
Exercise and clear check valve of sediment	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Technician: \_\_\_\_\_ Time In/Out: \_\_\_\_\_ : \_\_\_\_\_ : \_\_\_\_\_ Date: \_\_\_\_\_

## Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

### Wastewater Pump Station Checklist

Elliott                  Lagoon                  Kalewa

		1-Jun	1-Sep	1-Dec	1-Mar
<b>Quarterly (Schedule with State)</b>					
Check pump packing, repack of pump shafts as needed and record the shaft sleeve wear for pump.					
Assist and stand-by when State cleans and pumps out wet well.					
Load test emergency generator by simulating power failure.					
Submit Quarterly Checklist and Report for all equipment located in the pump station with list of service and repair work completed for quarter.					
<b>Semi-Annually (Schedule with State)</b>					
Inspect, clean and service all check valves					
Inspect, clean and service all air relief valves. Remove lid and check for internal damage. Visual inspect air relief valves for signs of obstruction and leaks.					
Inspect, clean and service all pump impellers					
<b>Annually (Schedule with State)</b>					
Clean and inspect wet well rungs, suction elbows, flange bolts and nuts					
Clean all equipment manholes (chambers)					
Overhaul pumps. (Raise rotating group and inspect. Change wearing rings, seals, shaft, impeller, gasket, casing, etc. as needed.)					
Inspect, clean and service all electrical equipment, including motors, starters, float switches, circuit breakers, transfer switches, contacts, relays, and megger motors, etc. by a qualified electrician.					
Check condition of air compressors, controllers, and air tubes. Check and recalibrate air regulator, if necessary.					
Check inventory record of spare parts for completeness.					
Submit Annual Checklist and Report.					

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Technician: \_\_\_\_\_

Time In/Out:                  :                  :

Date: \_\_\_\_\_

## Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

### Wastewater Sump Pump Checklist

CSP-1&2	DHX-2(A&B)	DXSP-19&20	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun
FSP-3&4	TSP-3&4	TSP-10&11																										
<b>Weekly</b>																												
Inspection of all components and wet well																												
Removal and Disposal of excessive debris																												
Check components for operating rediness																												
Test run equipment. (Pump down wet well.)																												
Update Service Log book.																												
Report abnormal conditions and problems to State Maintenance Superintendent or Project Engineer																												
<b>Monthly</b>																												
Hose down wet well with fresh water																												
Clean floats, lubricate pumps, and adjust equipment for proper operation.																												
Amp motors to verify proper operation of pump motors.																												
Clean entire station of rubbish and dust																												
<b>Quarterly (Schedule with State)</b>																												
Create status report for all equipment on all wastewater sump pumps. Include all service and repairs for period.																												
Exercise isolation valves and verify proper operation.																												
Fill wet well with water to test automatic controls																												
<b>Semi-Annually (Schedule with State)</b>																												
Wet well walls pressure washed or scraped																												
Exercise and service all shut-off valves.																												
Exercise and service check valves																												
Remove all dirt and accumulated material from sump basin.																												
Dispose off the airport premises.																												
<b>Annually (Schedule with State)</b>																												
Megger motors and record readings in service log.																												
Clean switches and contacts in motor control center.																												
Submit annual status report of all sump pump equipment.																												
Include list all repairs and service work for period.																												
Check inventory record of spare parts. Spare parts shortages to be restocked on approval by Project Mgr.																												

## Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

### Wastewater Sump Pump Checklist

CSP-1&2	DHX-2(A&B)	DXSP-19&20	1-Jul	8-Jul	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec
FSP-3&4	TSP-3&4	TSP-10&11																										
<b>Weekly</b>																												
Inspection of all components and wet well																												
Removal and Disposal of excessive debris																												
Check components for operating rediness																												
Test run equipment. (Pump down wet well.)																												
Update Service Log book																												
Report abnormal conditions and problems to State Maintenance Superintendent or Project Engineer																												
<b>Monthly</b>																												
Hose down wet well with fresh water																												
Clean floats, lubricate pumps, and adjust equipment for proper operation.																												
Amp motors to verify proper operation of pump motors.																												
Clean entire station of rubbish and dust																												
<b>Quarterly (Schedule with State)</b>																												
Create status report for all equipment on all wastewater sump pumps. Include all service and repairs for period.																												
Exercise isolation valves and verify proper operation.																												
Fill wet well with water to test automatic controls																												
<b>Semi-Annually (Schedule with State)</b>																												
Wet well walls pressure washed or scraped																												
Exercise and service all shut-off valves.																												
Exercise and service check valves																												
Remove all dirt and accumulated material from sump basin. Dispose off the airport premises.																												
<b>Annually (Schedule with State)</b>																												
Megger motors and record readings in service log.																												
Clean switches and contacts in motor control center.																												
Submit annual status report of all sump pump equipment. Include list all repairs and service work for period.																												
Check inventory record of spare parts. Spare parts shortages to be restocked on approval by Project Mgr.																												

Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

**Drainage Sump Pump Checklist**

FSP-1&2	FSP-7&8	TSP-1&2	TSP-7&8	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun
FSP-5&6	FSP-10&11	TSP-5&6	TSP-14																										
<b>Weekly</b>																													
Inspection of all components and wet well.																													
Removal and Disposal of excessive debris.																													
Check sump pump components for operating readiness.																													
Test run equipment. (Pump down wet well).																													
Update service log book.																													
Report abnormal conditions and problems to State Maintenance Superintendent or Project Engineer																													
<b>Monthly</b>																													
Open wet well cover for inspection. Remove and dispose of debris build-up which may cause pump malfunction.																													
Check operating readiness of components (manual and automatic controls, floats, power availability, etc).																													
Clean floats, lubricate pump and make all adjustments to equipment as necessary for proper operation																													
Verify proper operation of check valves.																													
Clean entire station of rubbish and dust																													
<b>Quarterly</b>																													
Clean the sump basin intakes of debris.																													
Exercise isolation valves and verify proper operation.																													
Hose down wet well with fresh water. Fill and test proper operation with automatic controls.																													
Amp motors to verify proper operation of pump motors.																													
<b>Semi-Annually (Schedule with State)</b>																													
Status report listing current status of all equipment on all drainage sump pumps must be submitted.																													
Exercise and service all check and shut-off valves.																													
<b>Annually (Schedule with State)</b>																													
Megger motors and record readings in service log.																													
Clean all switches and contacts in motor control center.																													
Wet well walls pressure washed or scraped																													
Remove and Dispose of debris from entire wet well																													
Submit annual report for current status of all equipment.																													
Include all repair and service work for the period.																													
Check inventory record of spare parts. Spare parts shortage shall be restocked upon approval of Project Mgr.																													

TGSP-15&16	PUP-1 (A&B)	HUP-1(A&B)	DHX-3&4
DXSP-21&22	PUP-2(A&B)	DHX-1(A&B)	DHX-5&6
OSP-1	IPS-1&2	DHC-1	

Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

**Drainage Sump Pump Checklist**

FSP-1&2	FSP-7&8	TSP-1&2	TSP-7&8	1-Jul	8-Jul	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec	
FSP-5&6	FSP-10&11	TSP-5&6	TSP-14																											
<b>Weekly</b>																														
Inspection of all components and wet well.																														
Removal and Disposal of excessive debris.																														
Check sump pump components for operating readiness.																														
Test run equipment. (Pump down wet well).																														
Update service log book.																														
Report abnormal conditions and problems to State Maintenance Superintendent or Project Engineer																														
<b>Monthly</b>																														
Open wet well cover for inspection. Remove and dispose of debris build-up which may cause pump malfunction.																														
Check operating readiness of components (manual and automatic controls, floats, power availability, etc.																														
Clean floats, lubricate pump and make all adjustments to equipment as necessary for proper operation.																														
Verify proper operation of check valves																														
Clean entire station of rubbish and dust																														
<b>Quarterly</b>																														
Clean the sump basin intakes of debris.																														
Exercise isolation valves and verify proper operation.																														
Hose down wet well with fresh water. Fill and test proper operation with automatic controls.																														
Amp motors to verify proper operation of pump motors.																														
<b>Semi-Annually (Schedule with State)</b>																														
Status report listing current status of all equipment on all drainage sump pumps must be submitted.																														
Exercise and service all check and shut-off valves.																														
<b>Annually (Schedule with State)</b>																														
Megger motors and record readings in service log.																														
Clean all switches and contacts in motor control center.																														
Wet well walls pressure washed or scraped.																														
Remove and Dispose of debris from entire wet well																														
Submit annual report for current status of all equipment.																														
Include all repair and service work for the period.																														
Check inventory record of spare parts. Spare parts shortage shall be restocked upon approval of Project Mgr.																														

TGSP-15&16	PUP-1 (A&B)	HUP-1(A&B)	DHX-3&4
DXSP-21&22	PUP-2(A&B)	DHX-1(A&B)	DHX-5&6
OSP-1	IPS-1&2	DHC-1	

## Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

### Wash Pad Sump Pump Checklist

NWP-1&2	SWP-1&2	IITHSP-1&2	EMP-1&2	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun
WIKIWIKIWP-1&2		GAWP-1&2																											
<b>Monthly</b>																													
Visual inspection of all components and wet well.																													
Test run equipment (Pump down wet well).																													
Update service log book.																													
Report abnormal conditions and problems to State Maintenance Superintendent or Project Engineer																													
<b>Quarterly</b>																													
Open wet well cover for inspection. Remove and dispose debris build-up which may cause pump malfunction.																													
Check operating readiness of components (manual and automatic controls, floats, power availability, etc).																													
Clean floats, lubricate pump and make all adjustments to equipment as necessary for proper operation																													
Verify proper operation of check valves																													
Clean entire station of rubbish and dust																													
<b>Semi-Annually (Schedule with State)</b>																													
Clean the sump intakes of debris.																													
Exercise isolation valves and verify proper operation.																													
Hose down wet well with fresh water. Fill and test proper operation with automatic controls.																													
Amp motors to verify proper operation of pumps																													
<b>Annually (Schedule with State)</b>																													
Exercise and service all check and shut-off valves.																													
Megger motors and record readings in service log.																													
Clean switches and contacts in motor control center.																													
Wet well walls pressure washed or scraped.																													
Remove all dirt and material from sump basin and dispose off airport premise.																													
Submit annual report for current status of all equipment. Include all repair and service work for the period.																													
Check inventory record of spare parts. Spare parts shortage shall be restocked upon approval of Project Mgr.																													



## Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

### Wash Pad Sump Pump Checklist

NWP-1&2	SWP-1&2	IITHSP-1&2	EMP-1&2	1-Jul	8-Jul	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	9-Dec	16-Dec	23-Dec
WIKIWIKIWP-1&2		GAWP-1&2																											
<b>Monthly</b>																													
Visual inspection of all components and wet well.																													
Test run equipment (Pump down wet well).																													
Update service log book.																													
Report abnormal conditions and problems to State Maintenance Superintendent or Project Engineer																													
<b>Quarterly</b>																													
Open wet well cover for inspection. Remove and dispose debris build-up which may cause pump malfunction.																													
Check operating readiness of components (manual and automatic controls, floats, power availability, etc).																													
Clean floats, lubricate pump and make all adjustments to equipment as necessary for proper operation																													
Verify proper operation of check valves																													
Clean entire station of rubbish and dust																													
<b>Semi-Annually (Schedule with State)</b>																													
Clean the sump intakes of debris.																													
Exercise isolation valves and verify proper operation.																													
Hose down wet well with fresh water. Fill and test proper operation with automatic controls.																													
Amp motors to verify proper operation of pumps.																													
<b>Annually (Schedule with State)</b>																													
Exercise and service all check and shut-off valves.																													
Megger motors and record readings in service log.																													
Clean switches and contacts in motor control center.																													
Wet well walls pressure washed or scraped.																													
Remove all dirt and material from sump basin and dispose off airport premise.																													
Submit annual report for current status of all equipment. Include all repair and service work for the period.																													
Check inventory record of spare parts. Spare parts shortage shall be restocked upon approval of Project Mgr.																													

Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

**Wastewater Triturators**

GATE C9 TRITURATOR		1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun
WIKIWIKI TRITURATOR																											
<b>Annually (Schedule with State)</b>																											
Megger motors and record readings in service log.																											
Inspect wastewater grinder for leakage, vibration, noise, excessive build-up or seepage from grinder assembly. Check wastewater grinder processing for proper solids reduction.																											
Clean all switches and contact in motor control center and floats.																											
Remove all dirt and accumulated material from entire sump basin and dispose of material off airport premises. Clean triturator vault of rubbish and dust.																											
Check inventory record of spare parts. Reorder spare parts as directed via "Parts Allowance".																											
Submit annual report listing current status of all equipment associated with wastewater grinders and include a list of all repairs and service work for the period.																											

GATE G4 GRINDER (MUFFIN MONSTER)		1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun
<b>Semi-Annually (Schedule with State)</b>																											
Inspect Muffin Monster pipe connections for leaks.																											
Inspect fasteners. Tighten as needed.																											
Test run equipment. Update service log book.																											
<b>Annually (Schedule with State)</b>																											
Clean Muffin Monster station of rubbish and dust.																											
Inspect Muffin Monster base support, wall bracing and fasteners. Tighten fasteners as needed.																											
Megger motors and record readings in service log book.																											
Clean all switches and contact in motor control box. Test pressure switch.																											
Exercise isolation valves.																											
Submit annual report listing current status of all equipment associated with wastewater grinders and include a list of all repairs and service work for the period.																											

Operation and Maintenance of Wastewater Pump Stations, Equipment and Sump Pumps

INTER-ISLAND TERMINAL BOOSTER PUMP			2-Jan		2-Feb		2-Mar		2-Apr		2-May		2-Jun		2-Jul		2-Aug		2-Sep		2-Oct		2-Nov		2-Dec		31-Dec
	<b>Monthly (Schedule with State)</b>																										
Visual inspection of all booster pump components.																											
Verify two (2) booster pumps and control systems working properly.																											
Update Service Log Book.																											
Report abnormal conditions and impending problems to the State Project Manager.																											
Submit annual report listing the current status of booster pump equipment.																											

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS

PROJECT: OPERATION AND MAINTENANCE OF WASTEWATER  
PUMP STATIONS AND SUMP PUMPS  
AT DANIEL K. INOUYE INTERNATIONAL AIRPORT  
HONOLULU, OAHU, HAWAII

PROJECT NO.: BO1431-73

TERM OF CONTRACT: TWELVE (12) MONTH period beginning as of the date indicated  
on the Notice to Proceed from the State, unless extended by  
mutual agreement as provided for in Subsection 10.25 of these  
Specifications.

LIQUIDATED DAMAGES: Reference Subsection 10.22 of the Specifications.

ELECTRONIC SUBMITTAL: Bidders shall submit and **upload the complete proposal to  
HiEPRO** prior to the bid opening date and time. Any additional  
Support documents explicitly designated as **confidential and/or  
proprietary** shall be uploaded as a **separate file** to HiEPRO.  
See **SPECIAL PROVISIONS 2.4 DELIVERY OF PROPOSAL**  
**for complete details. FAILURE TO UPLOAD THE COMPLETE  
PROPOSAL TO HiEPRO SHALL BE GROUNDS FOR  
REJECTION OF THE BID.**

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

Director of Transportation  
Aliiaimoku Hale  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

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

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended

principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

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

Accompanying this proposal is

_____ surety bid bond*)	*Use standard form
_____ )	
_____ cash )	
_____ )	Check whichever is Applicable
_____ cashier's check )	
_____ )	
_____ certified check )	

\_\_\_\_\_ (Fill in other acceptable security)

in the amount of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), pursuant to Section 103D-324, H.R.S.

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

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

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

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

\_\_\_\_\_  
Bidder (Company Name)

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Telephone      Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person (If different from above)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



NOTE:

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

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

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

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

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (CxD)
<b>LAGOON DRIVE WASTEWATER PUMP STATION (3 PUMPS):</b> Provide the following maintenance services in accordance with the project specifications for the one-year term of the project. See Section 10.6 for service tasks.					
1a	Daily Operating and Maintenance Services as specified in Section 10.6(A), 10.6(B), 10.6(C), 10.6(D)(1)..	365	EA	\$ /EA	\$
1b	Weekly Maintenance Services as specified in Section 10.6(D)(2).	52	EA	\$ /EA	\$
1c	Monthly Maintenance Services as specified in Section 10.6(D)(3).	12	EA	\$ /EA	\$
1d	Quarterly Maintenance Services as specified in Section 10.6(D)(4)(a). Repacking of pump and log shaft sleeve wear.	4	EA	\$ /EA	\$
1e	Quarterly Maintenance Service as specified in Section 10.6(D)(4)(b). Assist and stand-by when STATE cleans and pumps out wet well.	4	EA	\$ /EA	\$
1f	Quarterly Maintenance Services as specified in Section 10.6(D)(4)(c) and 10.6(D)(4)(d). Load test emergency generator operation and check alarms. Submit written quarterly service report.	4	EA	\$ /EA	\$
1g	Semi-Annual Maintenance Services as specified in Section 10.6(D)(5)(a) and 10.6(D)(5)(b). Service all check valves. Service all air relief valves.	2	EA	\$ /EA	\$
1h	Semi-Annual Maintenance Services as specified in Section 10.6(D)(5)(c). Service 3 pump impellers twice a year.	2	EA	\$ /EA	\$
1i	Annual Maintenance Services as specified in Section 10.6(D)(6)(a). Clean and inspect wet well rungs, suction elbows, flange bolts and nuts.	1	EA	\$ /EA	\$
1j	Annual Maintenance Services as specified in Section 10.6(D)(6)(b). Clean equipment manholes.	1	EA	\$ /EA	\$
1k	Annual Maintenance Services as specified in Section 10.6(D)(6)(c). Overhaul all pumps.	3	EA	\$ /EA	\$
1l	Annual Maintenance Services as specified in Section 10.6(D)(6)(d), 10.6(D)(6)(e) and 10.6(D)(6)(g). Inspect, clean and service all electrical equipment, air compressors, controllers, and air tubes. Submit annual maintenance service report.	1	EA	\$ /EA	\$
1m	Annual Maintenance Services as specified in Section 10.6(D)(6)(f). Lagoon PS Parts Allowance.	Allowance		Allowance	\$ 20,000.00

LAGOON DRIVE WASTEWATER PUMP STATION SUBTOTAL \$

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (CxD)
<b>ELLIOT STREET WASTEWATER PUMP STATION (2 PUMPS):</b> Provide the following maintenance services in accordance with the project specifications for the one-year term of the project. See Section 10.6 for service tasks.					
2a	Daily Operating and Maintenance Services as specified in Section 10.6(A), 10.6(B), 10.6(C), 10.6(D)(1)..	365	EA	\$ /EA	\$
2b	Weekly Maintenance Services as specified in Section 10.6(D)(2).	52	EA	\$ /EA	\$
2c	Monthly Maintenance Services as specified in Section 10.6(D)(3).	12	EA	\$ /EA	\$
2d	Quarterly Maintenance Services as specified in Section 10.6(D)(4)(a). Repacking of pump and log shaft sleeve wear.	4	EA	\$ /EA	\$
2e	Quarterly Maintenance Service as specified in Section 10.6(D)(4)(b). Assist and stand-by when STATE cleans and pumps out wet well.	4	EA	\$ /EA	\$
2f	Quarterly Maintenance Services as specified in Section 10.6(D)(4)(c) and 10.6(D)(4)(d). Load test emergency generator operation and check alarms. Submit written quarterly service report.	4	EA	\$ /EA	\$
2g	Semi-Annual Maintenance Services as specified in Section 10.6(D)(5)(a) and 10.6(D)(5)(b). Service all check valves. Service all air relief valves.	2	EA	\$ /EA	\$
2h	Semi-Annual Maintenance Services as specified in Section 10.6(D)(5)(c). Service 2 pump impellers twice a year.	2	EA	\$ /EA	\$
2i	Annual Maintenance Services as specified in Section 10.6(D)(6)(a). Clean and inspect wet well rungs, suction elbows, flange bolts and nuts.	1	EA	\$ /EA	\$
2j	Annual Maintenance Services as specified in Section 10.6(D)(6)(b). Clean equipment manholes.	1	EA	\$ /EA	\$
2k	Annual Maintenance Services as specified in Section 10.6(D)(6)(c). Overhaul all pumps.	2	EA	\$ /EA	\$
2l	Annual Maintenance Services as specified in Section 10.6(D)(6)(d), 10.6(D)(6)(e) and 10.6(D)(6)(g). Inspect, clean and service all electrical equipment, air compressors, controllers, and air tubes. Submit annual maintenance service report.	1	EA	\$ /EA	\$
2m	Annual Maintenance Services as specified in Section 10.6(D)(6)(f). Elliot Street PS Parts Allowance.	Allowance		Allowance	\$ 20,000.00

ELLIOT STREET WASTEWATER PUMP STATION SUBTOTAL \$

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (CxD)
<b>KALEWA STREET WASTEWATER PUMP STATION (2 PUMPS):</b> Provide the following maintenance services in accordance with the project specifications for the one-year term of the project. See Section 10.6 for service tasks.					
3a	Daily Operating and Maintenance Services as specified in Section 10.6(A), 10.6(B), 10.6(C), 10.6(D)(1)..	365	EA	\$ /EA	\$
3b	Weekly Maintenance Services as specified in Section 10.6(D)(2).	52	EA	\$ /EA	\$
3c	Monthly Maintenance Services as specified in Section 10.6(D)(3).	12	EA	\$ /EA	\$
3d	Quarterly Maintenance Services as specified in Section 10.6(D)(4)(a). Repacking of pump and log shaft sleeve wear.	4	EA	\$ /EA	\$
3e	Quarterly Maintenance Service as specified in Section 10.6(D)(4)(b). Assist and stand-by when STATE cleans and pumps out wet well.	4	EA	\$ /EA	\$
3f	Quarterly Maintenance Services as specified in Section 10.6(D)(4)(c) and 10.6(D)(4)(d). Load test emergency generator operation and check alarms. Submit written quarterly service report.	4	EA	\$ /EA	\$
3g	Semi-Annual Maintenance Services as specified in Section 10.6(D)(5)(a) and 10.6(D)(5)(b). Service all check valves. Service all air relief valves.	2	EA	\$ /EA	\$
3h	Semi-Annual Maintenance Services as specified in Section 10.6(D)(5)(c). Service 2 pump impellers twice a year.	2	EA	\$ /EA	\$
3i	Annual Maintenance Services as specified in Section 10.6(D)(6)(a). Clean and inspect wet well rungs, suction elbows, flange bolts and nuts.	1	EA	\$ /EA	\$
3j	Annual Maintenance Services as specified in Section 10.6(D)(6)(b). Clean equipment manholes.	1	EA	\$ /EA	\$
3k	Annual Maintenance Services as specified in Section 10.6(D)(6)(c). Overhaul all pumps.	2	EA	\$ /EA	\$
3l	Annual Maintenance Services as specified in Section 10.6(D)(6)(d), 10.6(D)(6)(e) and 10.6(D)(6)(g). Inspect, clean and service all electrical equipment, air compressors, controllers, and air tubes. Submit annual maintenance service report.	1	EA	\$ /EA	\$
3m	Annual Maintenance Services as specified in Section 10.6(D)(6)(f). Kalewa Street PS Parts Allowance.	Allowance		Allowance	\$ 10,000.00

KALEWA STREET WASTEWATER PUMP STATION SUBTOTAL \$

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (Cx D)
<b>WASTEWATER SUMP PUMPS (12 PUMPS, 6 LOCATIONS):</b> Provide maintenance services in accordance with the project specifications for the one-year term of the project. See Section 10.7(A) for service tasks.					
4a	Weekly Maintenance Services as specified in Section 10.7(A)(1). Unit price all pumps per week.	52	EA	\$ /EA	\$
4b	Monthly Maintenance Services as specified in Section 10.7(A)(2). Unit price all pumps per month.	12	EA	\$ /EA	\$
4c	Quarterly Maintenance Services as specified in Section 10.7(A)(3). Unit price all pumps per quarter.	4	EA	\$ /EA	\$
4d	Semi-Annual Maintenance Services as specified in Section 10.7(A)(4). Wet well interior pressure wash or scraped clean. Unit price for 6 locations twice a year.	12	EA	\$ /EA	\$
4e	Semi-Annual Maintenance Services as specified in Section 10.7(A)(4)(b) and 10.7(A)(4)(c). Exercise and service shut-off valves. Clean and inspect check valves. Unit price for 6 locations twice a year.	12	EA	\$ /EA	\$
4f	Semi-Annual Maintenance Services as specified in Section 10.7(A)(4)(d) and 10.7(A)(4)(e). Remove all dirt and other accumulated material from entire sump basin. Update service log book. Unit price for 6 locations twice a year.	12	EA	\$ /EA	\$
4g	Annual Maintenance Services as specified in Section 10.7(A)(5)(a). Meggar motors and record readings. Unit price for 6 locations once a year.	6	EA	\$ /EA	\$
4h	Annual Maintenance Services as specified in Section 10.7(A)(5)(b). Submit annual maintenance service report. Unit price for 6 locations once a year.	6	EA	\$ /EA	\$
4i	Annual Maintenance Services as specified in Section 10.7(A)(5)(c). Wastewater Sump PS Parts Allowance.	Allowance		Allowance	\$ 20,000.00
WASTEWATER SUMP PUMPS SUBTOTAL					\$ <u><u>                    </u></u>

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (Cx D)
<b>DRAINAGE SUMP PUMPS (35 PUMPS, 19 LOCATIONS):</b> Provide maintenance services at various locations in accordance with project specifications for the one-year term of the project. See Section 10.7(B) for service tasks.					
5a	Weekly Maintenance Services as specified in Section 10.7(B)(1). Unit price all pumps per week.	52	EA	\$ /EA	\$
5b	Monthly Maintenance Services as specified in Section 10.7(B)(2). Unit price all pumps per month.	12	EA	\$ /EA	\$
5c	Quarterly Maintenance Services as specified in Section 10.7(B)(3). Unit price all pumps per quarter.	4	EA	\$ /EA	\$
5d	Semi-Annual Maintenance Services as specified in Section 10.7(B)(4)(a). Submit semi-annual equipment status report and list of repair and service work. Unit price for 19 locations twice a year.	38	EA	\$ /EA	\$
5e	Semi-Annual Maintenance Services as specified in Section 10.7(B)(4)(b). Exercise and service all check valves and shut-off valves. Unit price for 19 locations twice a year.	19	EA	\$ /EA	\$
5f	Annual Maintenance Services as specified in Section 10.7(B)(5)(a). Megger motors and record readings. Unit price for 19 locations once a year.	19	EA	\$ /EA	\$
5g	Annual Maintenance Services as specified in Section 10.7(B)(5)(b). Clean switches and contacts in motor control center. Unit price for 19 locations once a year.	19	EA	\$ /EA	\$
5h	Annual Maintenance Services as specified in Section 10.7(B)(5)(c). Wet well pressure washed or scraped clean. Unit price for 19 locations once a year.	19	EA	\$ /EA	\$
5i	Annual Maintenance Services as specified in Section 10.7(B)(5)(d). Remove and dispose debris from entire wet well. Unit price for 19 locations once a year.	19	EA	\$ /EA	\$
5j	Annual Maintenance Services as specified in Section 10.7(B)(5)(e). Submit annual equipment status report and list of repair and service work. Unit price for 19 locations once a year.	19	EA	\$ /EA	\$
5k	Annual Maintenance Services as specified in Section 10.7(B)(5)(f). Drainage Sump PS Parts Allowance.	Allowance		Allowance	\$ 20,000.00
5l	Collection Sump Water Removal Allowance (For parking garage and elevator pit flooding.)	Allowance		Allowance	\$ 25,000.00
<b>DRAINAGE SUMP PUMPS SUBTOTAL</b>					<b>\$</b>

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (Cx D)
<b>WASH PAD SUMP PUMPS (12 PUMPS, 6 LOCATIONS):</b> Provide maintenance services at various locations in accordance with the project specifications for the one-year term of the project. See Section 10.7(C) for service tasks.					
6a	Monthly Maintenance Services as specified in Section 10.7(C)(1). Unit price all pumps per month.	12	EA	\$ /EA	\$
6b	Quarterly Maintenance Services as specified in Section 10.7(C)(2). Unit price for all pumps for Quarter	4	EA	\$ /EA	\$
6c	Semi-Annual Maintenance Services as specified in Section 10.7(C)(3). Unit price for all pumps twice a year.	2	EA	\$ /EA	\$
6d	Annual Maintenance Services as specified in Section 10.7(C)(4)(a). Exercise and service all check and shut-off valves. Unit price per location once a year.	6	EA	\$ /EA	\$
6e	Annual Maintenance Services as specified in Section 10.7(C)(4)(b). Megger motors and record readings. Unit price for each location once a year.	6	EA	\$ /EA	\$
6f	Annual Maintenance Services as specified in Section 10.7(C)(4)(c). Clean all switches and contacts in motor control center. Unit price for each location once a year.	6	EA	\$ /EA	\$
6g	Annual Maintenance Services as specified in Section 10.7(C)(4)(d). Wet well pressure washed or scraped clean. Unit price for each location once a year.	6	EA	\$ /EA	\$
6h	Annual Maintenance Services as specified in Section 10.7(C)(4)(e). Remove and dispose all accumulated debris from sump basin. Unit price for each location once a year.	6	EA	\$ /EA	\$
6i	Annual Maintenance Services as specified in Section 10.7(C)(4)(f). Submit annual equipment status report and list of repair and service work. Unit price for each location once a year.	6	EA	\$ /EA	\$
6j	Annual Maintenance Services as specified in Section 10.7(C)(4)(g). Wash Pad PS Parts Allowance.	Allowance		Allowance	\$ 10,000.00
<b>WASHPAD SUMP PUMPS SUBTOTAL</b>					<b>\$</b>

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (Cx D)
<b>TRITURATOR WASTEWATER GRINDERS (4 GRINDERS, 2 LOCATIONS):</b> Provide maintenance services in accordance with the project specifications for the one-year term of the project. See Section 10.7(F) for service tasks.					
7a	Annual Maintenance Services as specified in Section 10.7(F)(1)(a). Megger grinder motor and record readings in service log. Unit price for each location.	2	EA	\$ /EA	\$
7b	Annual Maintenance Services as specified in Section 10.7(F)(1)(b). Inspect wastewater grinder for leakage, vibration, noise, excessive buildup or seepage from the grease drive assembly. Check wastewater grinder for proper solid reduction. Unit price for each grinder.	4	EA	\$ /EA	\$
7c	Annual Maintenance Services as specified in Section 10.7(F)(1)(c). Clean switches and contacts in motor control center and floats. Unit price for each grinder.	4	EA	\$ /EA	\$
7d	Annual Maintenance Services as specified in Section 10.7(F)(1)(d), 10.7(F)(1)(e), and 10.7(F)(1)(f). Inspect cutter for wear and tear. Inspect cutter stack for tightness. Inspect fasteners. Tighten cutter and fasteners as needed. Unit price for each grinder.	4	EA	\$ /EA	\$
7e	Annual Maintenance Services as specified in Section 10.7(F)(1)(g). Remove and replace grease gears per manufacturer recommendation. Unit price for each grinder.	4	EA	\$ /EA	\$
7f	Annual Maintenance Services as specified in Section 10.7(F)(1)(h). Remove all dirt and accumulated material from triturator vault. Unit price for 2 locations once a year.	2	EA	\$ /EA	\$
7g	Annual Maintenance Services as specified in Section 10.7(F)(1)(i). Submit annual equipment status report and list of repair and service work. Unit price for each location once a year.	2	EA	\$ /EA	\$
7h	Annual Maintenance Services as specified in Section 10.7(F)(1)(j). Triturator Parts Allowance.	Allowance		Allowance	\$ 20,000.00

TRITURATOR WASTEWATER PUMPS AND GRINDERS SUBTOTAL \$



OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (Cx D)
<b>MUFFIN MONSTER SEWAGE GRINDERS (2 GRINDERS, 1 LOCATION):</b> Provide maintenance services in accordance with the project specifications for the one-year term of the project. See Section 10.7(G) for service tasks.					
8a	Monthly Maintenance Services as specified in Section 10.7(G)(1)(a) and 10.7(G)(1)(b). Inspect Muffin Monster pipe connections for leaks. Inspect fasteners and tighten as needed. Unit price for 2 grinders.	12	EA	\$ /EA	\$
8b	Monthly Maintenance Services as specified in Section 10.7(G)(1)(c) and 10.7(G)(1)(d). Test run equipment. Update service log book. Unit price for 2 grinders.	12	EA	\$ /EA	\$
8b	Annual Maintenance Services as specified in Section 10.7(G)(2)(a) and 10.7(G)(2)(b). Clean Muffin Monster station of rubbish and dust. Inspect Muffin Monster base support, wall bracing and all fasteners. Tighten as needed. Unit price for each grinder.	2	EA	\$ /EA	\$
8c	Annual Maintenance Services as specified in Section 10.7(G)(2)(c). Megger motors and record reading in service log. Unit price for each grinder.	2	EA	\$ /EA	\$
8d	Annual Maintenance Services as specified in Section 10.7(G)(2)(d). Clean all switches and contacts in motor control center. Test pressure switch. Unit price for each grinder.	2	EA	\$ /EA	\$
8e	Annual Maintenance Services as specified in Section 10.7(G)(2)(e). Exercise all isolation valves. Unit price for each grinder.	2	EA	\$ /EA	\$
8f	Annual Maintenance Services as specified in Section 10.7(G)(2)(f). Muffin Monster Parts Allowance.	Allowance		Allowance	\$ 20,000.00
MUFFIN MONSTER SEWAGE GRINDERS SUBTOTAL					\$

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

Item No. (A)	Description (B)	Quantity (C)	Unit	Unit Price (D)	Amount (Cx D)
<b>MISCELLANEOUS SERVICE AND REPAIRS</b>					
9a	Monthly Maintenance Services for IIT Booster Pumps as specified in Section 10.7(H)(1)(a). Visual inspect all pump components. Unit price for two IIT booster pumps.	12	EA	\$ /EA	\$
9b	Monthly Maintenance Services for IIT Booster Pumps as specified in Section 10.7(H)(1)(b) and Section 10.7(H)(1)(c). Verify pump and control system working properly. Update service log book. Unit price for two IIT booster pumps.	12	EA	\$ /EA	\$
10	Trouble call repair work Man-hours (non-warranted) during (MH) regular working hours at all wastewater pump stations and sump pumps. See Section 10.9(A) and Section 10.9(C).	300	EA	\$ /EA	\$
11	Trouble call repair work Man-hours (non-warranted) during (MH) off-hours at all wastewater pump stations and sump pumps. (Unit Price of Bid Item No. 11 shall be 1.5 times the Unit Price of Bid Item No. 10) See Section 10.9(B).	300	EA	\$ /EA	\$
12	Special Repair Parts Allowance to replace damaged components with unit cost in excess of \$10.00 each. See Section 10.9(D).	Allowance		Allowance	\$ 25,000.00
13	Emergency repairs, as directed by State Project Manager or District Engineer. See Section 10.10.	Allowance		Allowance	\$ 100,000.00
MISCELLANEOUS SERVICE AND REPAIR SUBTOTAL					\$ <u><u>                    </u></u>

OPERATION AND MAINTENANCE OF WASTEWATER PUMP STATIONS AND SUMP PUMPS  
 AT DANIEL K. INOUE INTERNATIONAL AIRPORT  
 HONOLULU, OAHU, HAWAII  
 PROJECT NO. BO1431-73

PROPOSAL SCHEDULE

**PROPOSAL SUMMARY**

LAGOON DRIVE WASTEWATER PUMP STATION SUBTOTAL	\$ _____
ELLIOTT STREET WASTEWATER PUMP STATION SUBTOTAL	\$ _____
KALEWA STREET WASTEWATER PUMP STATION SUBTOTAL	\$ _____
WASTEWATER SUMP PUMPS SUBTOTAL	\$ _____
DRAINAGE SUMP PUMPS SUBTOTAL	\$ _____
WASH PAD SUMP PUMPS SUBTOTAL	\$ _____
TRITURATOR WASTEWATER PUMPS AND GRINDERS SUBTOTALS	\$ _____
MUFFIN MONSTER SEWAGE GRINDERS SUBTOTALS	\$ _____
MISCELLANEOUS SERVICE AND REPAIRS SUBTOTAL	\$ _____
<hr style="border: 1px solid black;"/>	
TOTAL AMOUNT FOR COMPARISON OF BIDS	\$ _____
<hr style="border: 1px solid black;"/>	

OPERATION AND MAINTAINANCE OF  
WASTEWATER PUMP STATIONS AND SUMP PUMPS  
DANIEL K. INOUE INTERNATIONAL AIRPORT  
HONOLULU, OAHU, HAWAII

PROJECT NO. BO1431-73

**NOTES:**

1. Bid to include all Federal, State, County and all other applicable taxes.
2. The **TOTAL AMOUNT FOR COMPARISON OF BIDS** shall be used to determine the lowest responsible bidder.
3. Bidders must complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. Payments to the Contractor shall be made on the basis of the actual number of services performed multiplied by the unit bid price.
5. The quantity of pumps may change (decrease/increase) due to ongoing construction projects. Should there be a decrease in the amount of pumps, the contractor shall be paid for actual work performed. If there is an increase in the amount of pumps, the State may negotiate with the contractor based on unit prices for the type of pump.
6. The State reserves the right to reject any and or all Proposals and to waive any defects in the best interest of the State.
7. Bidder shall be paid for actual work performed, as directed by the Project Manager for allowance items. Bidder shall not be paid overhead and profit for unused allowance funds.
8. No payment shall be made for any pump system, which is not operative.
9. If the project exceeds the funds available, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes.
10. **Bidders shall submit and upload the complete proposal 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, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and**

OPERATION AND MAINTAINANCE OF  
WASTEWATER PUMP STATIONS AND SUMP PUMPS  
DANIEL K. INOUE INTERNATIONAL AIRPORT  
HONOLULU, OAHU, HAWAII

PROJECT NO. BO1431-73

**uploaded to HiePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.**

**FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

If there is a conflict between the specification document and the HiePRO solicitation, the specifications shall govern and control, unless otherwise specified.

# 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  
AIRPORTS DIVISION

FORMS

Contents:

Contract

Performance Bond (Surety)

Performance Bond

Certificate for Performance of Services

CONTRACT

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

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to furnish, perform and/or deliver and pay for all labor, supplies, materials, equipment and services called for in «PROJECT\_NAME\_AND\_NO», or such a part thereof as shall be required by the STATE, the total amount of which labor, supplies, materials, equipment and services shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»-----DOLLARS (\$«BASIC\_NUMERIC») as follows:

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

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans, if any, for «PROJECT\_NO\_ONLY», on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.



The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein «WORKING\_DAYS» from the date indicated in the Notice to Proceed from the State, with an option to extend for TWO (2) additional TWELVE (12) MONTH periods subject to the terms specified in Section «SECTION\_REFERENCING\_OPTION\_YEAR» of the Specifications. The total term of this contract shall not exceed THIRTY SIX (36) MONTHS.

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

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

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

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

STATE OF HAWAII

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

«CONTRACTOR»

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

SAMPLE

**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

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for PROJECT NAME & NUMBER, it will fulfill the following conditions:

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

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

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

DATED at Honolulu, Hawaii, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary signature  
Notary public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit  
Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary signature  
Date \_\_\_\_\_  
NOTARY CERTIFICATION