

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART I

GENERAL PROVISIONS

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

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

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PROVIDE PLUMBING SERVICES, HILO HARBOR, ISLAND OF HAWAII, HAWAII

SECTION 10 – PROJECT DESCRIPTION

10.1 GENERAL

The provisions of this Section shall govern the activities of the Contractor under this contract for plumbing services at Hilo Harbor.

All items necessary to return the plumbing system to a safe condition and within the requirements set forth by the current plumbing code shall be considered part of the plumbing system and shall be maintained as per these Specifications unless specifically noted in these Specifications.

10.2 LICENSING REQUIREMENT

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

10.3 SPECIAL PERSONNEL SKILL AND QUALIFICATIONS

A. Contractor Qualifications – The Contractor shall have a minimum of two (2) consecutive years experience, immediately prior to the bid opening date, in the field of plumbing system maintenance and repair service.

B. Personnel Qualifications

1. Personnel assigned to this project shall be journeyman plumbers with a minimum of two (2) consecutive years, immediately prior to the bid opening date, of maintenance and repair service experience on similar type of equipment as indicated in these Specifications.
2. All prospective bidders must be able to produce documented maintenance experience to substantiate their claims of experience as indicated in Sections 10.3.A and 10.3.B.1.

10.4 CERTIFICATION 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".

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	Salary Range	Minimum Hourly Rate
Plumber I	BC-10	\$32.27
Plumber II	WF-10	\$33.89

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, Harbors Division Personnel Management Office (587-1925) or <https://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/>.

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 hereinabove working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the Contractor must compensate such employee(s) at a rate which is no less than that of the equivalent State employee.

10.5 COORDINATION OF WORK

All work under this contract shall be coordinated with the State's Hawaii District Manager, Harbors Division, or his authorized representative. Upon award of the contract, the Contractor in writing shall give work schedules, parts requirements, and other essential information to the Hawaii District Manager. The Contractor shall also furnish the Hawaii District Manager with telephone numbers through which the Contractor can be called from, any day of the year, 24 hours a day. Before the 10th of each month, the Contractor shall submit a monthly written report to the Hawaii District Manager listing equipment, the dates of examinations, services and repairs if any, performed on each during the previous month.

10.6 TROUBLE CALLS

The term "regular working hours" as used in these Specifications shall mean 7:00 A.M. to 3:30 P.M., Monday through Friday, State holidays excepted. The term "off-hours" as used in these Specifications shall mean 12:01 A.M. to 7:00 A.M. and 3:30 P.M. to midnight, Monday through Friday, and all hours on Saturdays, Sundays and State holidays.

In case of plumbing failure or malfunction of any part of the plumbing system for any cause, the Contractor is subject to be called by the State; such calls hereinafter will be referred to as "trouble calls".

The Contractor shall respond to all trouble calls from the State within one working day to restore the plumbing system to a safe and satisfactory operating condition.

Payment to the Contractor for repair work in response to trouble calls shall be as follows:

- A. Repair work performed during regular working hours shall be paid for based on the hourly bid rate 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 work during regular working hours shall be taken to the closest one-quarter (1/4) of an hour and any fraction of one-quarter (1/4) of an hour shall be considered a full one-quarter (1/4) of an hour.

All trouble call tickets shall be certified and signed by the Harbors Division Hawaii District Manager or his representative in order to receive payment therefore.

The Contractor's hourly bid price shall include all labor, materials, equipment, tools, overhead, insurance, taxes, and all other incidentals necessary to complete the repair work.

- B. Repair work performed during off-hours shall be paid one hundred and fifty percent (150%) of the straight time hourly bid rate for trouble calls for each hour of repair work performed. Off-hours work shall be taken to the closest one-quarter (1/4) of an hour and any fraction of one-quarter (1/4) of an hour shall be considered a full one-quarter (1/4) of an hour.

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

All off-hour trouble tickets shall be certified and signed by the Harbors Division Hawaii District Manager or his representative in order for the Contractor to receive payment therefore.

10.7 REPLACEMENT OF PARTS AND EQUIPMENT USAGE

The Contractor shall replace necessary parts of the damaged plumbing system. The Contractor shall be reimbursed for the cost of the new parts and the usage of equipment, including applicable shipping charges and taxes, plus 10% for overhead, profit, and other incidental expenses. The Contractor shall substantiate its charges by submitting original billings as requested by the Harbors Division Hawaii District Manager. The Contractor shall use only parts that are certified new and correctly designed.

Payment for new replacement parts or maintenance inventory shall be paid on an Allowance basis. This payment shall be for actual replacement parts provided to the State for repair work. The State makes no guarantees whatsoever as to the minimum amount of replacement parts and equipment usage that will be required under this Contract and no fee adjustment will be made if the amount of replacement parts and equipment usage is less than anticipated.

10.8 REPAIR TIME AND LIQUIDATED DAMAGES

The required repair time for each system malfunction shall be twenty-four (24) hours inclusive of the response time.

After the required period for the response time or repair time has expired without the correction and elimination of each system malfunction, liquidated damages shall be assessed as specified in the Contract Proposal (P-1).

10.9 TERMINATION OF CONTRACT

The importance of the plumbing system functioning properly demands that they be maintained in a satisfactory and safe operation condition. For this reason, the plumbing system is subject to periodic inspections by the Hawaii District Manager to ascertain the requirements and the intent of this contract. Should it be found that the plumbing system

is not being repaired satisfactorily, the State may immediately demand that the Contractor place the plumbing system in proper condition. Failure to comply with these requirements, within seven calendar days, may be cause for the State to terminate the contract without any liability on the part of the State.

10.10 TERM OF CONTRACT

The term of this contract shall be for a one year period beginning from the date indicated in the Notice to Proceed from the State unless renewed as provided for under Section 10.11.

10.11 OPTION TO EXTEND TERM

Subject to the satisfactory performance of the Contractor and the availability of State appropriations, this contract may be extended for two (2) additional one-year periods at the option of the State provided:

- A. The option to so extend is exercised by the State prior to the expiration of the term of the existing contract;
 - B. The contract may be extended for additional one year periods without the necessity for rebidding upon mutual agreement in writing, provided this contract price for the extended period shall remain equal to the initial bid price;
 - C. The contract may be extended for additional one year periods without the necessity for rebidding upon mutual agreement in writing, provided this contract price for the extended period shall remain equal to the initial bid price;
- The term, including yearly extensions, shall not exceed three (3) years or \$250,000;

10.12 HARBOR SECURITY

The Contractor shall submit required documentation of all contractor and sub-contractor's employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site to the Harbors Division Hawaii District Manager before starting work on the project. The documentation will include the following:

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. All contractor personnel requiring access to the harbor area will be required to have completed a Maritime Security Awareness training session.
- D. If security personnel are required (see Item H, below), they shall be an employee of an established security guard company doing business in the State of Hawai'i for at least the past 6 months. Each guard providing security services for the project shall have, at minimum, been successfully trained in accordance with Maritime Transportation Security Act of 2002 and 33 Code of Federal Regulations. Copies of proof of successful training shall be furnished by the Contractor.

In addition, for each work day, Harbors security procedures will be as follows:

- E. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.
- F. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.
- G. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- H. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Harbors Construction Engineer and District Manager. If approval is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering, or posting a security guard to monitor ingress and egress.
- I. By the end of each day, the Contractor shall re-erect and/or restore any and all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and/or the District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and/or District Manager.
- J. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and/or enhance perimeter security, including restoration of electrical power and lighting, all at the sole expense of the contractor.
- K. At times, the maritime security level for the State of Hawaii and/or the general color coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division's Construction Engineer or District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.

With the possible exception of paragraph K. above, all other requirements indicated shall be considered incidental to the project, for the life of the project, and shall be provided by the contractor at no additional cost to the State.

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

http://www.tsa.dhs.gov/what_we_do/layers/twic/index.shtm.

10.13 BEST MANAGEMENT PRACTICES

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

The Contractor shall remove all debris resulting from his work. The Contractor agrees to reimburse the State for all costs expended in performance of the above work if required for public health and safety, or made necessary by non-performance by the Contractor.

10.14 PERMITS

The Contractor will require permits for all welding and burning operations, if welding is contemplated. The Contractor shall obtain the required work permits from the Harbors Division Hawaii District Manager.

10.15 PAYMENT

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

- Item 1 Regular Working Hours Trouble Calls (Foreman). Payment shall be made at the unitprice bid in the Proposal Schedule. Such payment shall include all labor, materials, equipment, tools, overhead, insurance, taxes, and all other incidental work required to complete the item.
- Item 2 Regular Working Hours Trouble Calls (Journeyman). Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include all labor, materials, equipment, tools, overhead, insurance, taxes, and all other incidental work required to complete the item.
- Item 3 Regular Working Hours Trouble Calls (Apprentice). Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include all labor, materials, equipment, tools, overhead, insurance, taxes, and all other incidental work required to complete the item.
- Item 4 Replacement Parts and Equipment. Payment shall be made on an Allowance basis as shown in the Proposal Schedule. Such payment shall include all materials, equipment charges, shipping charges, insurance, taxes, and all other incidental work required to complete the item.

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

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

Rate of Wages for Laborers and Mechanics

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

Overtime

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

Weekly Pay

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

Posting of Wage Rate Schedules

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

Withholding of Accrued Payments

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

Certified Weekly Payrolls and Payroll Records

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

Termination of Work on Failure to Pay Wages

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

Apprentices

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

Enforcement

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



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

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

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

PROJECT TITLE: PROVIDE PLUMBING SERVICES, HILO HARBOR,
ISLAND OF HAWAII, HAWAII

PROJECT NUMBER.: DOT-HAR-H-25-5

COMPLETION TIME: All work shall be completed within TWELVE (12)
MONTHS from the date indicated in the Notice to
Proceed from the Department with an option to extend
for two (2) additional twelve (12) month periods upon
mutual agreement.

LIQUIDATED DAMAGES: ONE HUNDRED FIFTY AND NO/100 DOLLARS
(\$150.00) for each and every calendar day which the
Contractor has delayed the completion of this project.

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

PROJECT MANAGER: Christopher Murphy
DEPARTMENT OF TRANSPORTATION
HARBORS
HALE AWA MOKU
79 S. NIMITZ HIGHWAY
HONOLULU, HAWAII 96813
PHONE: (808) 587-1922

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

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

The undersigned Bidder further agrees to the following:

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

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

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

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

BID BOND NOT REQUIRED FOR THIS CONTRACT

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

(Fill in other acceptable security.)

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

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

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

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

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

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

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

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

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

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

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

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

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

PROVIDE PLUMBING SERVICES AT HILO HARBOR

ISLAND OF HAWAII, HAWAII

PROJECT NO. DOT-HAR-H-25-5

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Regular Working Hours Trouble Calls (Foreman)	200	Hours	\$ _____	\$ _____
2	Regular Working Hours Trouble Calls (Journeyman)	200	Hours	\$ _____	\$ _____
3	Regular Working Hours Trouble Calls (Apprentice)	200	Hours	\$ _____	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS \$ _____					

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. **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. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.** 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.**

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 HlePRO solicitation, the specifications shall govern and control, unless otherwise specified.

6. Quantities listed in the Proposal Schedule **are approximate and are included for bidding purposes only**. Payment to the Contractor will be made on the basis of actual work done and the unit price.
7. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract.
8. Submission of Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
9. No additional compensation will be paid by the State for losses, including overhead and profit, resulting from reduced scope of work.
10. Contract time shall remain the same whether or not the overall scope of work is decreased.
11. Contractor must have a valid C-37 license at time of bid and maintain the license during the course of the contract.

**STATE OF HAWAII
DEPARTMENT OF HEALTH
SOLID WASTE SECTION**

Solid Waste Disclosure Form for Construction Sites

The following form shall be filled out for construction projects either identified as under 40 CFR 122.26(b)(14)(x) or produces (or will produce) dredged spoils. A response must be provided for each item. If an item is not relevant to the activity, indicate by "Not Applicable" (N/A), with a short comment.

This form helps the Department of Health, Solid Waste Section (SWS) to identify sources of construction/demolition waste and site clearing debris. Property owners, developers, operators and contractors are responsible for ensuring the proper disposal of such solid waste. Violators of Chapter 11-58.1, HAR, "Solid Waste Management Control," are subject to enforcement, corrective actions, and fines.

Mail completed forms to the Department of Health, Solid Waste Section, 2827 Waimano Home Road, Pearl City, Hawaii 96782. Any questions regarding this form should call (808) 586-4226.

I. Site Information

- A. Site Address: _____
- B. Name of Owner: _____
- C. Owner address: _____
- D. Owner phone number: _____
- E. Tax Map Key (TMK): _____
- F. Size of Site (acres): _____

II. County Permit Information

- A. Issuing County Agency: _____
- B. Grading permit no.: _____
- C. Demolition permit no.: _____
- D. Grubbing/Stockpiling permit no.: _____

III. Site Activity Information

- A. State the kinds of site clearing activities to be completed. State final use of site: _____

- B. Describe structures on site (if none, indicate N/A): _____

If structures exist, are they to be demolished or removed?
____yes ____no. If yes, submit copy of building assessment.

IV. Contractor Information

A. General Contractor: _____
Contact: _____ Phone: _____

B. Site Clearing/Demolition Contractor: _____
Contact: _____ Phone: _____

C. Hauling Contractor: _____
Contact: _____ Phone: _____

D. Asbestos/Lead Abatement Contractor: _____
Contact: _____ Phone: _____

E. Destination of Waste Materials:

1. Building demolition materials:

To landfill (name): _____

- concrete (specify) _____
- scrap metal (specify) _____
- non-ferrous metals (specify) _____
- roofing materials (specify) _____
- other (specify) _____

To permitted recycling facility (name): _____

- concrete (specify) _____
- green waste (specify) _____
- non-ferrous metals (specify) _____
- scrap metal (specify) _____
- other (specify) _____

For re-use. State what wastes are to be reused and where: _____

2. Dredged spoils:

To landfill (name): _____

To permitted recycling facility (name): _____

For re-use (list address and TMK No.): _____

I declare that I have read and examined the foregoing summary and that the facts stated in it are true.

Sign Here: _____ Title: _____
Print Name: _____ Date: _____
Employer: _____ Phone: _____

NOTE: The person who completed this form must be a representative of either the owner or contractor. Furthermore, if the destination of waste material(s) change or will change, then the owner, contractor or the representative of the owner or contractor shall submit a revised Solid Waste Disclosure Form with updated information to the Department of Health, Solid Waste Section, 2827 Waimano Home Road, Pearl City, Hawaii 96782.

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

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

Rate of Wages for Laborers and Mechanics

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

Overtime

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

Weekly Pay

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

Posting of Wage Rate Schedules

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

Withholding of Accrued Payments

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

Certified Weekly Payrolls and Payroll Records

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

Termination of Work on Failure to Pay Wages

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

Apprentices

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

Enforcement

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

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



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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SAMPLE FORMS

Contents:

Chapter 104, HRS Compliance Certificate
Certification of Compliance for Employment of State Residents, Act 192, SLH 2011

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

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

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

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

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

Notary Seal
NOTARY CERTIFICATION

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

Notary signature _____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

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

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

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

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

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

Project Title: _____

Agency Project No: _____

Contract No.: _____

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

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

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

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

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

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

Notary Name: _____

Doc. Description: _____

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

Notary Signature _____ Date

NOTARY CERTIFICATION