

**SPECIFICATIONS AND PROPOSAL**

**FOR**

**REPAIR LIFT STATION AT KAUNAKAKAI HARBOR,**

**MOLOKAI, HAWAII**

**JOB S30244R**

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS

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

The receiving of bids for **REPAIR LIFT STATION AT KAUNAKAKAI HARBOR, MOLOKAI, HAWAII, JOB S30244R**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.hawaii.gov/welcome.html>. The solicitation plans, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE & TIME is April 7, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HiePRO prior to the offer due 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 as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of replacing the existing submersible pump, pump control panel, piping, and providing electrical upgrade and replacement for the new lift station equipment at Kaunakakai Harbor. The estimated construction cost is between \$230,000.00 and \$280,000.00.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering Contractor "A" or Specialty Contractor "C-37", license **at the time of bidding.**

The Hawaii Department of Transportation, Air and Water Transportation Facilities Division, 2016 GENERAL PROVISIONS FOR CONSTRUCTION PROJECTS, applicable to this project are available on the internet at: <http://hidot.hawaii.gov/administration/con/>.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than March 24, 2026, 2:00 p.m., HST**. RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

If there is a conflict between the solicitation and information stated in the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Apprenticeship Preference. A five percent bid adjustment for bidders that are party to apprenticeship agreements pursuant to HRS § 103-55.6 is applicable to this project.

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

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

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

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation”, Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall 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 Emmanuel Legaspi, Project Manager, by phone at (808) 587-1875, or by email at emmanuel.b.legaspi@hawaii.gov.

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

  
DREANALEE K. KALILI

Deputy Director of Transportation for Harbors

HIePRO RELEASE DATE: March 17, 2026

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## **INSTRUCTIONS FOR CONTRACTOR'S LICENSING**

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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

The General Provision is amended as follows:

### A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

1. Section 1.3 Definitions: The definition for “Subcontractor” is amended by deleting it and replacing it with the following:

“Subcontractor – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.”

2. Add the following to section 1.3 Definitions.

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

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

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

1. 2.7 Request for Substitution of Specified Materials and Equipment Before Bid Opening is amended as follows:

- a. The last sentence in the first paragraph (line 147 to 152) shall be replaced with the following:

“Where a bidder intends to use a material or equipment of an unspecified brand, make, or model, the bidder must submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HIePRO under the “Question and Answer” tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HIePRO and supporting documents received by the Project Manager no later than fourteen (14) calendar days before the bid opening date”

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

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

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

**“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. 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 HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.”

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

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

1. A deposit of legal tender,
2. A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties;
3. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's' or official check drawn by or a certified check accepted by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union

Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00). If the required amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be accepted.

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

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

“2.12 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and uploaded to HiePRO prior to the bid opening date and time.”

5. 2.14 Public Opening of Bids is amended by deleting 2.14 Public Opening of Bids in its entirety.

6. 2.20 Bid Evaluation and Award is amended by replacing 2.20(a) and 2.20(b) with the following:

“(a) The award shall be made to the lowest, responsive, responsible bidder within 120 days after bid opening and shall be based on the criteria set forth in the invitation for bids. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the 120 day period. Agreement to such an extension must be made by a bidder in writing. Only bidders who have agreed to such an extension will be eligible for the award. No response to request shall mean the bidder shall no longer be eligible for award.”

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

7. 2.25 Execution of Contract is amended by deleting 2.25 Execution of Contract in its entirety and replacing it with the following:

“2.25 Execution of Contract. The contract, contract performance and payment bonds, and HRS Chapter 104 Compliance Certificate, shall be executed by the successful bidder and returned within ten (10) days or within such further time as the Department may allow after the bidder has received the contract for execution. The contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto, the Comptroller has endorsed thereon its certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract, and the fully executed contract is received by the Contractor. If the Contractor fails to execute the contract and file acceptable bond(s) within ten (10) days, or within such further time as the Department may allow, the Department may cancel the award and award the contract to the next lowest, responsive and responsible bidder. The Department may recover its damages against the bid security as described in Subsection 2.11(c) herein.”

C. ARTICLE VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**SPECIFICATIONS**

**PART 1**

**GENERAL PROVISIONS**

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

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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**SPECIFICATIONS**

**PART 11**

**TECHNICAL PROVISIONS**

## ARTICLE X - PROJECT DESCRIPTION

### 10.1 INSTALLATION

The work to be done on this project includes furnishing all labor, materials, and equipment necessary to remove and replace the existing submersible pump, control panel, and piping and providing electrical upgrade and replacement for the new lift station equipment at Kaunakakai Harbor Harbor.

Bidders are advised to examine the existing conditions at the proposed project site to familiarize themselves with the nature and extent of work involved and working conditions. Appointments may be made with the Harbors Division Maintenance Engineer for clarification of the work involved or definition of the limits of the work.

Repair locations are indicated on the plans. Actual methods of repair may vary from that indicated on the drawings. The Construction Engineer reserves the right to alter repair methods, sizes, and locations to suit field conditions.

### 10.2 SCOPE OF WORK

The work to be done includes the removal and replacement the existing lift station pump system and providing electrical upgrade and replacement for the lift station equipment at the Kaunakakai Harbor.

### 10.3 HARBOR OPERATIONS AND WORK SCHEDULE

The Contractor shall coordinate its work to minimize interference with Harbor operations. The work schedule and water shutoff shall be coordinated with the Harbors Division Oahu District Manager and the Construction Engineer and shall be subject to their approval. All work shall be scheduled to minimize interference with any operations in the project area.

### 10.4 HARBOR SECURITY

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

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.
- D. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.

- E. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- F. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Harbors Division Construction Engineer and Oahu District Manager. If approval is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering or posting security personnel to monitor ingress and egress. Inspections of vehicles and equipment moving through the access points will be done in accordance with current MARSEC level and directives.
- G. If security personnel are required, 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.
- H. By the end of each day, the Contractor shall re-erect and restore all fencing/barrier/perimeter security measures to the satisfaction of the Harbors Division Construction Engineer and the Oahu District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and District Manager.
- I. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and enhance perimeter security, including restoration of electrical power and lighting, at the sole expense of the Contractor.
- J. At times, the maritime security level for the State of Hawaii and/or the general color coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division Construction Engineer or Oahu District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.
- K. Prior to starting work on this project, the Contractor shall provide a list of names (full legal name) and birth dates of all employees, representatives, subcontractors, vendors, and all alike, as well as their vehicles license number, year, make, color and model that will be entering the project site. All employees, representatives, subcontractors, vendors, and all alike, shall wear their respective company's identification card bearing the company's name, the individual's first and last name, and middle initial(s), and a recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

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

All Contractor's personnel requiring 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.tsw.dhs.gov/what\\_we\\_do/layers/twic/index/shtm](http://www.tsw.dhs.gov/what_we_do/layers/twic/index/shtm).

### 10.5 STORAGE AREA

Arrangements for work and storage areas shall be made with the Harbors Hawaii District Manager and the Construction Engineer. The Contractor shall be responsible for maintaining the work and storage areas and, if necessary, shall restore these areas to their original condition at no cost to the State in the event any damage results from its operations.

### 10.6 LIABILITY AND RESPONSIBILITY

The Contractor shall provide, erect and maintain warning signs, lights, barricades, fences, watchmen and/or all other means as necessary to prevent unauthorized persons from wandering onto the job site where they may suffer injury or create a hazard to the construction operations or the work in progress. The Contractor shall also take all reasonable precautions for safety in its operations and to prevent injury to its employees and to others at the job site.

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

The Contractor shall comply with all Federal, State & County laws and regulations. The Contractor SHALL verify conditions in the field prior to ordering any materials. The existing conditions shown on the contract drawings are based on the best available information. The Contractor shall make no claim for extra compensation should actual existing conditions differ from those shown on the plans.

### 10.7 PERMITS

The Contractor will be required to complete and submit the form, "Permit for Shoreside and Vessel Work". The Contractor shall obtain the required work permit from the Harbors Division Oahu District Manager.

A Building Permit from the County of Maui will not be required for this project.

### 10.8 SUBMITTALS

Submittals shall be submitted no later than thirty (30) calendar days after Notice to Proceed and at least forty-five (45) calendar days prior to the proposed work. Review of the Contractor's plans and methods of construction by the Engineer does not relieve the Contractor of the responsibility

to meet the contract requirements. Submit shop drawings and calculations for the open excavation support systems concrete mix design, patching compounds, reinforcing steel coating, curing compound, and other related information as requested by the Engineer.

#### 10.9 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 debris or other deleterious materials to fall, flow, or otherwise enter harbor waters.

The Contractor shall submit a site-specific BMP plan to the Construction Engineer before work begins. The plan shall satisfy the (applicable) requirements of Article XII TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL. This plan shall describe and detail the methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes, and debris from entering any adjacent storm drain system and harbor waters to the satisfaction of Harbors. The Contractor shall revise the BMP plan, at no additional cost to the State, should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

#### 10.10 APPROVED EQUAL

The term "approved equal" as used in these specifications refers to the use of alternate equipment, articles or materials of equal quality and characteristics for the purpose intended. An approved equal will be permitted, upon acceptance of the Maintenance Engineer prior to bid opening, in accordance with the General Provisions.

#### 10.11 STANDARD SPECIFICATIONS

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

#### 10.12 AS BUILT DRAWINGS

The Contractor shall keep one set of drawings at the job site and make all field changes thereon. After completion of the project, a PDF/A format digital file marked up with all the field changes showing the locations, dimensions, areas, and the type of repair work completed shall be submitted to the Construction Engineer.

#### 10.13 PAYMENT

Payment shall be made as specified below. Such payment shall include furnishing all labor, material, equipment and other expenses required to complete each item in accordance with the plans and specifications. Contractor's mobilization and demobilization and Best Management Practices (BMP) plan, including temporary water pollution, dust, and erosion measures shall be considered incidental to the pay items below:

Item 1 – Demolish and remove existing submersible pump, control panel, sanitary piping within

the wetwell. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include demolition and removal of the existing pump station and related appurtenances, in place complete.

Item 2 – Install new submersible pump, control panel, sanitary piping within the wetwell. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include installation of new submersible pump, control panel station, sanitary piping, and all necessary work required, in place complete, as described in Article XIV of these Specifications.

Item 3 – Remove existing electrical apparatus and equipment connections, and installation of new electrical distribution equipment, conduit, conductors and equipment connections for the pump station. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include removal of existing electrical apparatus and equipment connections, installation of new electrical distribution equipment, conduit, conductors and equipment connections, testing and all related work, in place complete, as described in Article XV of these specifications.

Item 4 – Hazardous material handling and disposal. Payment shall be made at the lump sum price bid in the Proposal Schedule. Payment shall include material handling and stockpiling, loading, transporting, testing and permitting, and disposal of materials, and all other necessary work required for the disposal of excavated material.

## ARTICLE XI - MOBILIZATION AND DEMOBILIZATION

### 11.1 GENERAL

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

### 11.2 DESCRIPTION

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

### 11.3 PAYMENT

Payment for Mobilization and Demobilization shall not be measured and paid for separately but shall be considered incidental to the applicable items described in Article X of these Specifications.

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

12.1 DESCRIPTION – This section is required for all work, including the Contractor’s storage sites. It describes the following:

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

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

- A. State of Hawaii, HDOH Hawaii Administrative Rules (HAR) Chapter 11-54 – Water Quality Standards and Chapter 11-55 – Water Pollution Control.
- B. For projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors Division, Storm Water Management Plan.
- C. For projects at Honolulu, Kalaehoa barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Soil Erosion Standards and Guidelines.
- D. For projects at Honolulu, Kalaehoa barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.
- E. 40 CFR Part 110, Environmental Protection Agency (EPA) Discharge of Oil.
- F. 40 CFR Part 117, EPA Determination of Reportable Quantities for Hazardous Substances.

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

12.3 MATERIALS – Materials shall conform to the following when applicable:

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

12.4 CONSTRUCTION

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

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

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

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

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

structures), and drainage pattern(s) of storm water onto, over, and from the site property before and after major grading activities.

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

The Contractor shall follow guidelines in the “The City and County of Honolulu Storm Water Best Management Practice Manual – Construction,” (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow applicable CCH “Rules Relating to Water Quality” for all projects at Honolulu, Kalaehoa Barbers Point, and Kahului Harbors, and use respective Soil Erosion Guidelines for other Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows.

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

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

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

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

- D. **Dewatering Activities.** If excavation or backfilling operations require dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, obtain an NGPC authorizing discharges

associated with construction activity dewatering from the HDOH CWB. If a permit is required, prepare and submit permit application (CWB-NOI Form G) to the HDOH CWB.

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

12.5 PAYMENT – Payment for Temporary Water Pollution, Dust and Erosion Control will not be measured and paid for separately but shall be incidental to applicable items in the Proposal Schedule.

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

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

## ARTICLE XIII - MATERIAL SUBMITTALS AND SHOP DRAWINGS

### 13.1 GENERAL

This Article consists of a list of materials and shop drawings required for this project. As soon as possible after award of the contract, the Contractor shall submit for approval, the required material submittals and shop drawings to the Harbors Division Construction Engineer at 79 S. Nimitz Highway, Honolulu, Hawaii 96813. The Material Submittals and Shop Drawings submitted by the Contractor shall include all items listed below. Material Submittals and Shop Drawings not submitted as a complete package will not be reviewed by the Harbors Division and will be sent back as a non-submittal. The Contractor shall promptly order its materials after approval of its submittals. Notice to Proceed will not be issued until all materials are available on Oahu.

### 13.2 MATERIAL SUBMITTALS

- A. Shop drawings: The Contractor shall submit 8 copies of shop drawings and brochures or catalog cuts of equipment for review and reply prior to start of work. Drawings shall show complete dimensioned installation, including equipment installation, elevation, and inverts. No plumbing or piping work shall commence until plans have been reviewed by the Contracting Officer. Any deviations from the shop drawings shall require prior approval by the Contracting Officer.
- B. Product Data:
  - a. Approval of Materials, Fixtures and Equipment: As soon as practicable and within 30 days after award of contract and before commencement of installation of materials and equipment, a complete schedule of materials and equipment proposed for installation shall be submitted for the approval of the Contracting Officer. The schedule shall include catalogs, cuts, diagram; drawings and such other descriptive data as may be required by the Contracting Officer. No consideration will be given to partial lists submitted from time to time. Any scheduled materials, fixtures and equipment not conforming to specification may be rejected.
- C. Operations and Maintenance Manual: Submit operations and maintenance data indicating the operation and maintenance of each system.
- D. Maintenance and Service Schedules: Provide properties maintenance and service schedule for preventative and routine maintenance. Provide report indicating the maintenance performed on all new equipment install as a part of this project.
- E. Field Posted As-Built Drawings: The Contractor shall keep at the job site a complete, neat, and accurate record of all approved deviations from the contract drawings, shop drawings, and specifications, indicating the work as actually installed. These changes shall be recorded on prints of the drawings affected and the shop drawings. Record drawings and reproducible as-builts shall be submitted to the Contracting Officer after final acceptance.

### 13.3 PAYMENT

Payment for Material Submittals and Shop Drawings shall not be made separately but shall be considered incidental to the applicable items described in Article X of these Specifications.

## ARTICLE XIV – BELOW GRADE PUMP STATION AND PIPING

14.1 GENERAL REQUIREMENTS - Work under this section includes, but is not limited to, demolishing and replacing the existing pump system at Kaunakaki Harbor as indicated on the project drawings, herein specified, as necessary for proper and complete performance.

### 14.2 REFERENCES

- A. Publications listed below form part of this specification to extent referenced in the text by basic designation only. Consult latest edition of publication unless otherwise noted.
1. American National Std. Institute (ANSI) / American Water Works Assoc. (AWWA)
    - a. ANSI B16.1: Cast iron pipe flanges and flanged fittings.
    - b. ANSI/AWWA C115/A21.51: Cast/ductile iron pipe with threaded flanges.
    - c. ANSI 253.1: Safety Color Code for Marking Physical Hazards.
    - d. ANSI B40.1: Gages, Pressure and Vacuum.
    - e. AWWA C508: Single Swing Check Valves.
  2. American Society for Testing and Materials (ASTM)
    - a. ASTM A48: Gray Iron Castings.
    - b. ASTM A126: Valves, Flanges, and Pipe Fittings.
    - c. ASTM A307: Carbon Steel Bolts and Studs.
    - d. ASTM A36: Structural Steel.
  3. Institute of Electrical and Electronics Engineers (IEEE)
    - a. ANSI/IEEE Std 100: Standard Dictionary of Electrical Terms.
    - b. ANSI/IEEE Std 112: Test Procedure for Polyphase Induction Motors
    - c. IEEE Std 242: Protection of Industrial and Control Power Systems.
  4. National Electric Code (NEC) / National Electrical Manufacturers Assoc. (NEMA)
    - a. NEC: National Electric Code.
    - b. NEMA Std MG1: Motors and Generators.
  5. Miscellaneous References
    - a. Ten-State Standards: Recommended Standards for Sewage Works.

- b. Hydraulic Institute: Std for Centrifugal, Rotary and Reciprocating Pumps.
- c. ISO 9001 International Organization for Standardization.
- d. ISO 14001: International Organization for Standardization.

14.3 SYSTEM DESCRIPTION

- A. Contractor shall furnish and install factory submersible pump with grinder capability, Pentair Myers or approved equal, and control panel with sensor float system, Pentair Myers or approved equal.

14.4 PERFORMANCE CRITERIA

- A. Pumps must be designed to handle raw and solid sewage up to 2”, unscreened, domestic sanitary sewage. Pumps shall have 2.5" suction inlet, 2.5" discharge connection, grinder capability, and explosive proof fittings. Each pump shall be selected to perform under following operating conditions.

	<u>Kaunakakai Harbor</u>
1. Capacity (GPM)	40
2. Total Dynamic Head (FT)	20
3. Total Dynamic Suction Lift (FT)	0
4. Maximum Repriming Lift (FT)	1
5. Maximum Static Suction Lift (FT)	0
6. Total Discharge Static Head (FT)	20
7. Minimum Submergence Depth (FT)	2
8. Minimum TDH (FT)	11
9. Maximum TDH (FT)	25

- B. Site power furnished to pump station shall be 1 phase, 60 hertz, 230 volts, 3 wire, maintained within industry standards. Voltage tolerance shall be plus or minus 10 percent. Phase-to-phase unbalance shall not exceed 1% average voltage as set forth in NEMA Standard MG-1. Control voltage shall not exceed 132 volts.

14.5 SUBMITTALS

- A. Product Data
  - 1. Prior to fabrication, pump station manufacturer shall submit seven (7) copies of submittal data to the Engineer for review and approval.
  - 2. Submittal shall include shop drawings, electrical ladder logic drawings, and support data as follows: Catalog cuts sheets reflecting characteristics for major items of equipment, materials of construction, major dimensions, grinder capability, motor data, pump characteristic curves showing the design duty point capacity (GPM), head (FT), net positive suction head required (NPSHr),

and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.

B. Shop drawings

1. Shop drawings shall provide layout of mechanical equipment and anchor bolt locations for station. Pipe penetrations and station access clearances shall be dimensioned relative to the station centerline. The electrical ladder logic drawings shall illustrate motor branch and liquid level control circuits to extent necessary to validate function and integration of circuits to form a complete working system.
2. The Contractor shall submit shop drawings for approval in accordance with Article X – PROJECT DESCRIPTION, 10.8 SUBMITTALS and of these Technical Provisions.

C. Operations and Maintenance Manuals

1. Operation shall be in accordance with written instructions provided by the pump station manufacturer. Comprehensive instructions supplied at time of shipment shall enable personnel to properly operate and maintain all equipment supplied. Content and instructions shall assume operating personnel are familiar with pumps, control panel, piping, but lack experience on exact equipment supplied.
2. Documentation shall be specific to the pump supplied and collated in functional sections. Each section shall combine to form a complete system manual covering all aspects of equipment supplied by the station manufacturer. Support data for any equipment supplied by others, even if mounted or included in overall station design, shall be provided by those supplying the equipment. Instructions shall include the following as a minimum:
  - a. Functional description of each major component, complete with operating instructions.
  - b. Instructions for operating pumps and pump controls in all modes of operation.
  - c. Calibration and adjustment of equipment for initial start-up, replacement of level control components, or as required for routine maintenance.
  - d. Support data for commercially available components not produced by the station manufacturer, but supplied in accordance with the specifications, shall be supported by literature from the prime manufacturer and incorporated as appendices.
  - e. Electrical schematic diagram of the pump station circuits shall be in accordance with NFPA 79. Schematics shall illustrate, to the extent of

authorized repair, pump, control and alarm system circuits including interconnections. Wire numbers and legend symbols shall be shown. Schematic diagrams for individual components, not normally repairable by the station operator, need not be included. Details for such parts shall not be substituted for an overall system schematic. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall system diagram.

- f. Mechanical layout drawing of the pump station and components, prepared in accordance with good commercial practice, shall provide installation dimensions and location of all pumps, motors, valves and piping.
3. Operation and maintenance instructions which rely on vendor cut-sheets and literature which include general configurations, or require operating personnel to selectively read portions of the manual shall not be acceptable. Operation and maintenance instructions must be specific to equipment supplied in accordance with these specifications.

#### 14.6 QUALITY ASSURANCE

- A. The submersible pumps and control panel manufacturer must be ISO 9001: 2008 revision certified, with scope of registration including design control and service after sales activities.
- B. The pumps and pump station manufacturer must be registered to the ISO 14001 Environmental Management System standard and as such is committed to minimizing the impact of its activities on the environment and promoting environmental sustainability by the use of best management practices, technological advances, promoting environmental awareness and continual improvement.
- C. Upon request from the Engineer, the pump station manufacturer shall prove financial stability and ability to produce the station within the specified delivery schedules. Evidence of facilities, equipment and expertise shall demonstrate the manufacturer's commitment to long term customer service and product support.
- D. Manufacturer must show proof of original product design and testing. Products violating intellectual property regulations shall not be allowed, as they may violate international law and expose the user or engineer to unintended liabilities. "Reverse-engineered" products fabricated to substantially duplicate the design of original product shall not be allowed, as they may contain substantial differences in tolerances and material applications addressed in the original design, which may contribute to product failure.
- E. Pump Performance Certifications
  1. Solids Management System designed for management of sanitary wipes, plastic bags, rags, feathers, hair, sludge, and all other types of stringy solids.
  2. All internal passages, impeller vanes, and recirculation ports shall pass a 2"

spherical solid. Smaller internal passages that create a maintenance nuisance or interfere with priming and pump performance shall not be permitted. Upon request from the Engineer, manufacturer's certified drawings showing size and location of the recirculation port(s) shall be submitted for approval.

3. Reprime Performance: see manufacturer's repriming instructions.

F. Factory System Test

1. All internal components including the pumps, piping and controls will be tested as a complete working system at the manufacturer's facility. Tests shall be conducted in accordance with Hydraulic Institute Standards at the specified head, capacity, rated speed and horsepower. Factory operational test shall simulate actual performance anticipated for the complete station.

2. Upon request from the engineer, the operational test may be witnessed by the engineer, and/or representatives of his choice, at the manufacturer's facility.

G. The manufacturer's technical representative shall inspect the completed installation, correct or supervise the correction of any defect or malfunction, and instruct operating personnel in the proper operation and maintenance of the equipment.

14.7 MANUFACTURER'S WARRANTY

A. The pump and control panel manufacturer shall warrant all equipment to be of quality construction, free of defects in material and workmanship. A written warranty shall include specific details described below.

1. All other equipment, apparatus, and parts furnished shall be warranted for sixty (60) months, excepting only those items that are normally consumed in service, such as light bulbs, non-toxic oils, grease, quick disconnect cable, bearings, O rings, etc. The pump manufacturer shall be solely responsible for warranty of the pump, control panel, and all components.

B. Components failing to perform as specified by the engineer, or as represented by the manufacturer, or as proven defective in service during the warranty period, shall be replaced, repaired, or satisfactorily modified by the manufacturer.

C. It is not intended that the station manufacturer assume liability for consequential damages or contingent liabilities arising from failure of any vendor supplied product or part which fails to properly operate, however caused. Consequential damages resulting from defects in design, or delays in delivery are also beyond the manufacturer's scope of liability.

D. Equipment supplied by others and incorporated into a pump station or enclosure is not covered by this limited warranty. Any warranty applicable to equipment selected or supplied by others will be limited solely to the warranty, if any, provided by the manufacturer of the equipment.

E. The warranty shall become effective on the date of acceptance by the purchaser or the

purchaser's authorized agent, or sixty (60) days after installation, or ninety (90) days after shipment from the factory, whichever occurs first.

#### 14.8 PACKAGE SYSTEM

- A. In order to unify responsibility for proper operation of the complete pumping system, it is the intent of these Specifications that all system components be furnished by a single local supplier (unitary source). The pumping system must be of standard catalog design, totally warranted by the manufacturer. Under no circumstances will a system consisting of parts compiled and assembled by a manufacturer's representative or distributor be accepted.

#### 14.9 MANUFACTURER

- A. The pump system must be ISO 9001: 2000 revision certified, with scope of registration including design control and service after sales activities.
- B. The specifications and project drawings depict equipment and materials manufactured by Pentair and SJE Rhombus which are deemed most suitable for the service anticipated. It is not intended, however, to eliminate other products of equal quality and performance. The contractor shall submit a substitution request prior to bid opening based on the specified equipment for purposes of determining low bid. Award of a contract shall constitute an obligation to furnish the specified equipment and materials.
- C. After execution of the contract, the contractor shall not offer substitutions to the specified equipment for consideration. The equipment proposed for substitution must be proposed to prior bid opening to that specified in the contract.
- D. In event the contractor obtains Engineer's approval for equipment substitution, the contractor shall, at his own expense, submit a substitution request prior to bid opening in order to make all resulting changes to the enclosures, buildings, piping or electrical systems as required to accommodate the proposed equipment. Revised detail drawings illustrating the substituted equipment and submitted to the Engineer prior to acceptance for tentative approval. Contractor shall submit a set of stamped shop drawings along with other corresponding changes for the final approval after award.
- E. It will be assumed that if the cost to the contractor is less for the proposed substitution, then the contract price shall be reduced by an amount equal to the savings.

#### 14.10 PUMP DESIGN

- A. Pump Model: Pump shall be of the centrifugal type Myers model VS(X)30-21 or equal with an integrally built-in grinder unit and submersible type motor. Discharge shall be standard 2" flange.
- B. Operating Conditions: Pump shall have a capacity of 40 GPM at a total head of 20 feet and shall use a 3 HP motor operating at 3450 RPM.

C. Motor:

1. Pump motor shall be of the totally enclosed, submersible, squirrel cage induction type rated 3 horsepower at 3450 RPM, 60 Hz.
2. Motor shall be for single phase 230 volts. Single phase motors shall be of capacitor start, capacitor run, NEMA L type.
3. Stator winding shall be of the open type with Class F insulation good for 155°C (311°F) maximum operating temperature. Winding housing shall be filled with a clean high dielectric oil that lubricates bearings and seals and transfers heat from windings and rotor to outer shell. Air-filled motors, which do not have the superior heat dissipating capabilities of oil-filled motors, shall not be considered equal.
4. Motor shall have two heavy duty ball bearings to support pump shaft and take radial and thrust loads and a sleeve guide bushing directly above the lower seal to take radial load. Ball bearings shall be designed for 50,000 hours B-10 life. Stator shall be heat shrunk into motor housing.
5. A heat sensor thermostat shall be attached to top end of motor winding and shall be connected in series with the magnetic contactor coil in control box to stop motor if motor winding temperature reaches 221°F. Thermostat to reset automatically when motor cools.
6. The common motor pump and grinder shaft shall be of #416 stainless steel threaded to take pump impeller and grinder impeller.

D. Seals: Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell. Seal face shall be carbon and ceramic and lapped to a flatness of one light band. A double electrode shall be mounted in the seal chamber to detect any water entering the chamber through the lower seal. Water in the chamber shall cause a red light to turn on at the control box. This signal shall not stop motor but shall act as a warning only, indicating service is required.

E. Pump Impeller: The pump impeller shall be of the semi-open type. Impeller shall be of 316 SST and shall be threaded onto stainless steel shaft.

F. Grinder Mechanism: The stationary cutter shall be circular in design and contain evenly spaced cutting slots that extend outwards from the inlet of the pump. The slots are tapered inward toward the inlet to help direct slurry through the cutting slots into the pump. The slots are to be angled, or undercut, to help maintain a sharp axial cutting edge, even as the axial face wears during use. The stationary cutter shall be pressed into the suction opening of the volute and held in place by four 300 series stainless steel screws. The stationary cutter shall be provided with tapped back-off holes so that screws can be used to remove the cutter from the volute. The rotating cutter shall contain three axial cutting arms extending from the hub, perpendicular to the pump shaft, that are shaped to aid in the rejection of suspended debris that has not been sufficiently reduced in size by the axial cutting action. The curved, leading edge of the cutting arms shall create a scissor action with the cutting slots of the stationary

cutter plate to minimize the required torque. This will allow the cutter to macerate tough objects and prolong cutter life. Serrations on the hub of the cutter add additional cuts that prevent debris from becoming entangled within the rotating cutter. The rotating cutter shall thread onto the end of the pump shaft and be secured by a 300 series stainless steel washer in conjunction with a 300 series stainless steel flat head cap screw threaded into the end of the shaft. Both stationary and rotating cutters shall be made of 440C stainless steel, hardened to Rockwell 57-60C and ground close to tolerance. The grinder shall be capable of grinding normal domestic sewage into a fine slurry.

- G. Corrosion Protection: The pump shall be painted with waterborne hybrid acrylic/alkyd paint. This custom engineered, quick dry paint shall provide superior levels of corrosion and chemical protection. All fasteners to be 300 series stainless steel.
- H. Bearing End Cap: Upper motor bearing cap shall be a separate casting for easy mounting and replacement.
- I. Power Cables:
  - 1. Power cord and control cord shall be double sealed. The power and control conductor shall be single strand sealed with epoxy potting compound and then clamped in place with rubber seal bushing to seal outer jacket against leakage and to provide for strain pull. Cords shall withstand a pull strain.
  - 2. Insulation of power and control cords shall be type SOOW or W. Both control and power cords shall have a green carrier ground conductor that attaches to motor frame.

#### 14.11 PIPING

- A. Piping
  - 1. Flanged header pipe shall be centrifugally cast, ductile iron, complying with ANSI/AWWA A21.51/C115 and class 53 thickness.
  - 2. Flanges shall be cast iron class 125 and Comply with ANSI B16.1.
  - 3. Pipe and flanges shall be threaded and suitable thread sealant applied before assembling flange to pipe.
  - 4. Bolt holes shall be in angular alignment within 1/2 degree between flanges. Flanges shall be faced with a gasket finish having concentric grooves a minimum of 0.01 inch deep by approximately 0.03 inch wide, with a minimum of three grooves on any given surface spaced a maximum of 1/4 inch apart.
  - 5. Suction pipes shall be fabricated of Type 316 stainless steel in accordance with ASTM A-312.
- B. Contractor must insure all pipes connected to the submersible pump are supported to prevent piping loads from being transmitted to pumps piping.

#### 14.12 FINISH

- A. Pumps, piping and exposed steel framework shall be cleaned prior to coating using an approved solvent wipe or phosphatizing cleaner. The part must thoroughly dry before paint application. Open joints shall be caulked with an approved polyurethane sealant. Exposed surfaces to be coated with two coats of a semi gloss white 2-component epoxy/polyamide to a dry film thickness of a minimum of 10 mils (5 mils minimum per coat). Coating shall be a high solids, 2 component epoxy/polyamide semi-gloss white coating for optimum illumination enhancement. The coating shall be corrosion, moisture, oil, and solvent resistant when completely dry. The factory finish shall allow for over-coating and touch-up for 6 months after coating. Thereafter, it will generally require sanding to accept a topcoat or touch-up coating. See Product Data Sheet for additional information.

#### 14.13 ELECTRICAL CONTROL PANEL

A. General:

1. Contractor shall furnish all labor, materials, equipment and incidentals required to provide a duplex motor control panel as specified herein.
2. The motor control panel shall be assembled and tested by a controls system manufacturer (Pentair Myers or pre-approved equal) meeting the Standards of UL 508A for industrial controls and be UL labeled, 5K amp short circuit current rating and serialized accordingly. The motor control panel shall be assembled and tested by the manufacturer so as to insure suitability in matching controls to motors and to insure single source responsibility for the equipment.
3. The panel shall contain all components required by the pump manufacturer for starting and protecting the motor as well as features required by the pump manufacturer for warranty of the pumps. Items such as thermal overload detection or seal failure detection for each pump shall be included inside the enclosure when required.
4. Incoming pump power shall be one-phase, 60 Hz, 230 volts, 30.50 FLA.
5. The control panel shall incorporate three (3) or four (4) normally open mercury or mechanically-activated control switches with pipe clamps. Floats shall be labeled in the panel as stop, lead, lag/alarm, and alarm. Floats shall be Pentair Myers control switches or approved equal.

B. Construction:

1. The controls for the pump shall be housed in an engineered weathertight enclosure meeting NEMA 4X requirements with an aluminum swing dead front inner door. The enclosure shall have provisions for a padlock and does not include main circuit breaker or disconnect.
2. A nameplate shall be permanently affixed to the panel. A ratings label shall

include the model number, voltage, phase, frequency, ampere rating and horsepower rating and shall be affixed to the inside of the enclosure. A warning label against electric shock shall be permanently affixed to the outer door. The interior of the enclosure shall have a clear envelope with "as built" schematics located within.

3. A removable aluminum back plate shall be provided for mounting all circuit breakers, motor starters, etc. All components mounted to the back plate shall be secured by type 25, self-tapping screws in extruded holes. Rivets shall not be acceptable for securing any component to the backplate.
4. A duplex pump controller shall be provided for control logic. The controller shall utilize a printed circuit board to avoid conventional wiring. The printed circuit board of the pump controller shall be manufactured using U.L. listed materials. There shall be separately fused control and alarm circuit protection. The pump controller shall indicate control and alarm power utilizing an LED indicator light. The pump controller shall indicate float circuit operation utilizing red LED indicator lights. Indicator lights shall provide adequate information so that they can be used for diagnosis in troubleshooting problems located in the float circuits. Each LED shall be permanently labeled on the pump controller as to the function. For each pump a run light and hand-off-auto switch shall be provided. Run lights and hand-off-auto switches shall be mounted on the printed circuit board. Run lights shall be green.
5. The magnetic motor starters shall be IEC rated for the pump horsepower and include a contactor with a minimum mechanical life of 5,000,000 operations and a minimum contact life of 1,000,000 operations. A motor protective switch shall be used to provide adjustable overload protection, protect from line faults and disconnect the pump from the incoming power. Motor protective switches shall be adjustable to meet NEC requirements for motor controls.
6. A high-level alarm condition shall activate the main alarm light (red, mounted on the top of the panel) and alarm horn. The alarm light shall remain illuminated until the problem is corrected. The alarm horn shall be rated 83-85 dB minimum. A high water alarm activation with push to test button and alarm buzzer with push-to-test switch.
7. Control/Alarm voltage shall be 120 VAC and shall be accomplished by the means of a transformer with primary and secondary fusing.
8. Wire ties shall be used to maintain panel wiring in neat bundles for maintenance and to prevent interference with operating devices. All grounding conductors shall be securely connected to assure a proper ground.
9. The alternator shall consist of an alternating circuit which alternately switches pumps upon the next pumping cycle. The alternation circuitry shall be integrated into the pump controller.

10. Provide pump run elapsed time meters for each pump. Run time meters shall be non-resettable and record up to 99,999 hours to the nearest tenth or hundredth.
11. The control panel shall be a duplex and 1-phase panel as manufactured by Pentair Myers, model CNC or approved equal.

#### 14.14 EXAMINATION

- A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial numbers and parts lists with shipping documentation. Notify the manufacturer's representative of any unacceptable conditions noted with shipper.

#### 14.15 INSTALLATION

- A. Install, level, align, and lubricate pump as indicated on project drawings. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery. The manufacturer's technical representative shall be present onsite during the installation of the lift station.
- B. Fasteners at all pipe connections must be tight. Install pipe with supports and thrust blocks to prevent strain and vibration on pump piping. Install and secure all service lines (level control or pump drain lines) as required in wet well.
- C. Check pump and control data plates for compatibility to site voltage. Install and test the station ground prior to connecting line voltage to station control panel.
- D. Prior to applying electrical power to any motors or control equipment, check all wiring for tight connection. Verify that protective devices (fuses and circuit breakers) conform to project design documents. Manually operate circuit breakers and switches to ensure operation without binding. Open all circuit breakers and disconnects before connecting utility power. Verify line voltage, phase sequence and ground before actual start-up.
- E. After all anchor bolts, piping and control connections are installed, completely fill the grout dam in the pump station base with non-shrink grout.

#### 14.16 FIELD QUALITY CONTROL

- A. Operational Test
  1. Prior to acceptance by owner, an operational test of all pumps, drives, and control systems shall be conducted to determine if the installed equipment meets the purpose and intent of the specifications. Tests shall demonstrate that all equipment is electrically, mechanically, structurally, and otherwise

acceptable; it is safe and in optimum working condition; and conforms to the specified operating characteristics.

2. After construction debris and foreign material has been removed from the wet well, contractor shall supply clear water volume adequate to operate station through several pumping cycles. Observe and record operation of pumps, suction and discharge gage readings, ampere draw, pump controls, and liquid level controls. Check calibration of all instrumentation equipment, test manual control devices, and automatic control systems. Be alert to any undue noise, vibration or other operational problems. The manufacturer's technical representative shall be present onsite during testing.
- B. Coordinate station start-up with manufacturer's technical representative. The representative or factory service technician will inspect the completed installation. They will calibrate and adjust instrumentation, correct or supervise correction of defects or malfunctions, and instruct operating personnel in proper operation and maintenance procedures.
  - C. Prior to acceptance, inspect interior and exterior of pump station for dirt, splashed material or damaged paint. Clean or repair accordingly. Remove from the job site all tools, surplus materials, scrap and debris.
  - D. The pump station should be placed into service immediately. If operation is delayed, drain water from pumps and piping. Open motor circuit breakers and protect station controls and interior equipment from cold and moisture. Station is to be stored and maintained per manufacturer's written instructions.

#### 14.17 PAYMENT

Payment for the Below Grade Pump Station and Piping shall be made as described in Article X of these Specifications.

## ARTICLE XV - ELECTRICAL WORK

### 15.1 GENERAL

- A. Description. The work under this article of the specifications consists of the furnishing and installation of all labor and materials required to complete all electrical work as indicated on the drawings and/or specified herein. The work includes but is not limited to the following:
1. Complete electrical system wiring including electrical apparatus, overcurrent protection devices, feeders and branch circuiting.
  2. Automatic voice dialer for remote monitoring of the sewage lift station.
  3. As-built drawings.
  4. Testing.
- B. Coordination with Other Trades. During pricing and construction, Contractor shall coordinate his work with other trades to avoid omissions and overlapping of responsibilities.
- C. Special Conditions.
1. Contractor shall arrange for Harbors inspection and acceptance of new work.
  2. The Harbors Construction Engineer shall witness all tests. The Contractor shall schedule all testing, in writing, with the Harbors Construction Engineer, a minimum of two (2) weeks prior to testing.
- D. Rules and Permits. The entire installation shall be done in strict accordance with the latest rules and regulations of the National Electrical Code (NEC), National Electrical Safety Code (NESC) and any applicable local electrical ordinances.
- E. Symbols. The standard electrical symbols, together with the special symbols, notes and instructions indicated on the drawings, describe the work required and are to be included as a part of these specifications.
- F. Drawings and Coordination of Work. These specifications are accompanied by drawings indicating the location of work to be performed.
1. The drawings and these specifications are complementary, each to the other, and what is called for by one shall be as binding as if called for by both.
  2. Every effort has been made to indicate clearly and specifically all work required to be performed by the Contractor; however, any item of

material, equipment or work not specifically called for herein or on the drawings but which is required to complete the installation so that it will conform to the NEC, NESC, local laws, and the intent and meaning of the plans and specifications, shall be furnished and installed by the Contractor at no additional cost to the State.

3. Before installing, verify all dimensions and sizes of equipment at the job site. Conduit routing is typical and may be altered in any logical manner. However, all changes shall be approved by the Harbors Construction Engineer and shown on "as-built" drawings.
4. Cut, break, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling or any other process necessary for installation of electrical work. Patch any damaged surfaces to match the existing surface.
5. During pricing and construction, Contractor shall coordinate his work with other trades to avoid omissions and overlapping of responsibilities.
6. Electrical Contractor shall provide conduit, wiring and all electrical connections from electrical distribution equipment to motors and other equipment, including all switches, motor protection devices, etc. as specified by other trades.
7. All wiring and overcurrent devices for equipment furnished by other trades are sized for a contemplated equipment size. If equipment other than contemplated and indicated on the plan is provided, the Contractor shall be responsible for providing the required wiring, switches, and overcurrent devices at no cost to the State. The Contractor shall submit the proposed revisions to the electrical design to the Harbors Construction Engineer for acceptance.
8. All control devices and control wiring shall be provided as described in the installation manuals of equipment and/or the Drawings and Specifications of other trades and disciplines.

## 15.2 SUBMITTALS

- A. The Contractor shall submit product data for review.
  1. Safety switches.
  2. Circuit breakers.
  3. Pin and sleeve receptacles.
  4. Automatic voice dialer.
  5. Alarm beacon and horn.

- B. Shop drawings and catalog cuts for substitute materials shall clearly specify compliance with and/or deviation from specified material. Approval of shop drawings and catalog cuts shall not release Contractor from complying with intent of specifications and drawings. Any deviations from approved shop drawings shall have prior approval by the Harbors Construction Engineer.

### 15.3 MATERIALS AND EQUIPMENT

A. General.

1. Materials and equipment shall be new (unless otherwise specified herein) and shall bear the inspection label of the Underwriter's Laboratories, Inc. where such inspection and labeling service is rendered for the materials and equipment in question.
2. Brand names and catalog numbers used herein to specify materials and equipment (unless otherwise noted) are to indicate the standards of design and quality required. Materials and equipment of equal quality of other manufacturers will be accepted subject to the approval of the Harbors Construction Engineer.
3. Electrical distribution equipment and luminaires shall be supplied through a locally-based manufacturer's designated representative by a local distributor.
4. Where two or more similar type items are furnished, all shall be of the same manufacture, e.g., safety switches shall be of the same manufacturer unless otherwise noted.

B. Circuit Breakers.

1. Circuit breakers, unless otherwise shown, shall be molded case, toggle mechanism operated, with no-fuse ambient-compensated thermal-magnetic overload automatic trip units for overcurrent and short-circuit protection and contacts rated to interrupt short-circuit currents as specified on Drawings. Multi-pole breakers shall have single, common operating handle for all poles. Toggle positions "ON", "OFF" and "TRIPPED" and breaker rating engraved or embossed on body and visible without removing enclosure cover.
2. Enclosures for separately enclosed breakers shall be NEMA 4X stainless steel, Type 316.
3. Circuit breakers installed in existing panelboards shall be listed for use with the panelboard. Provide updated, typewritten circuit directories for panelboards modified by the project.

C. Safety Switches.

1. Safety switches shall be heavy-duty grade, double throw to include 2 interlocked switches with a common connection, sized as indicated.
2. Enclosures to NEMA 4X stainless steel, Type 316.

D. Boxes and Enclosures.

1. Outlet and Small Junction Boxes (Dimension Less than 6-inches). Small junction boxes shall be die-cast aluminum with threaded hubs. Nominal 4-inches square by 2-inches deep.
2. Boxes and Wireway Larger than 4 Inches Square. NEMA 4X, Type 316 stainless steel with threaded hubs.

E. Pin and Sleeve Receptacle.

1. Industrial, heavy-duty type, circuit breaking type. High impact strength, copper-free aluminum housing with cast aluminum backbox and spring loaded door. Epoxy powder coat finish.
2. Non-metallic receptacle, fiberglass-reinforced insulation, pin and sleeve type with grounding pole. Rating as indicated.

F. Automatic Voice Dialer.

1. Programmable, with 4 independent voice message dialer channels. Universal dial tone to operate with any analog phone system. Programming shall be accomplished with Plain-English prompts. Unit shall utilize an AC power adapter for use with a 120 VAC receptacle.
2. Busy-line and no- answer detection for transmission of up to 4 pre-recorded messages delivered separately to a maximum of 8 standard telephones or cellular phones. Messages shall be capable of transmission to both local and long-distance calls. When activated, the dialer shall automatically begin calling the programmed numbers in sequence, delivering each message up to 3 times in a row.
3. Listen-in verification, 2-way communication and built-in line seizure.
4. EEPROM memory to retain program during a power loss. Rechargeable power interface to provide a minimum of 24 hours of backup standby power for full function of the dialer.
5. Built-in auxiliary output to drive an external siren or strobe.
6. United Security Products #AD-2000 or approved equivalent.

G. Alarm Beacon and Horn.

1. Beacon. Red LED, gray thermoplastic base, double fresnel polycarbonate lens, wall mount bracket with surface outlet box attachment, multi-mode signaling with built-in option for flashing mode, 65 fpm flash rate, NEMA 4X enclosure, 120V AC. Edwards #105XBRMR120A/105BM/105BX or approved equivalent.
2. Horn. Electronic horn, outdoor thermoplastic housing with gasket and surface backbox, current draw less than 0.3A at 120V, 96 dB at 10 feet, 120V. Edwards #868-N5 or approved equivalent.

H. Raceways. Rigid steel, zinc-coated inside and outside, for use with threaded fittings. ANSI C80.1. Provide sealing and explosionproof fittings as specified.

I. Wire and Cable.

1. Conductors. All conductors shall be copper, No. 12 AWG minimum. No. 8 AWG and larger diameter shall be stranded; No. 10 AWG and smaller shall be solid. Do not provide wires and cables manufactured more than 12 months prior to the date of delivery to the site. Aluminum conductors shall not be provided.
2. Color Coding. Provide for feeder and branch circuit conductors. Color shall be green for grounding conductors and white for neutral conductor. Color of ungrounded conductors shall be as follows:
  - a. 208 volt, three phase:
    - a) Phase A - black
    - b) Phase B - red
    - c) Phase C - blue
3. Insulation. Type XHHW or RHW-2 unless otherwise specified.
4. Bonding Conductors. Solid bare copper wire for sizes No. 8 AWG and smaller diameter; Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

J. Splices. Any splices necessary shall be compression type, mechanically firm and made only in wireways and junction boxes. Splices shall be sufficiently taped and coated to provide a completely waterproof permanent joint. An approved plastic electrical tape and waterproof coating shall be used. A minimum of two layers of tape shall be applied.

K. Electrical Tapes.

1. Insulating Tape. UL 510, plastic insulating tape, capable of performing in a continuous temperature environment of 80 degrees C.

2. Other Tapes. Tapes shall be UL listed for electrical insulation and other purposes in wire and cable splices. Terminations, repairs and miscellaneous purposes, electrical tapes shall comply with UL 510.
- L. Duct Seal. Pliable, non-toxic material used for application in conduits and to minimize moisture and rodent/insect infiltration. Must be re-enterable material allowing form removal/reapplication after initial installation. Non-drying, non-cracking, non-corrosive material that will not adversely affect raceways and conductors. Provide duct seal at all conduit entries in apparatus.
- M. Hardware, Supports, Backing, Etc. All hardware, brackets, conduit supports and mounting hardware, backing and other accessories necessary to install electrical equipment shall be provided. Materials shall be stainless steel Type 316, unless otherwise indicated.

#### 15.4 CONSTRUCTION METHODS

- A. General.
  1. Workmanship subject to approval of Harbors Construction Engineer and inspectors of the utilities who shall be afforded every opportunity to determine skill and competency.
  2. Construction shall conform to construction practices as recommended by American Electricians practices as recommended by American Electricians Handbook by Croft (latest edition), National Electrical Code, National Electrical Safety Code, and applicable instructions of manufacturers of equipment and materials supplied for project.
  3. Electrical outages shall be granted at the convenience of Harbors. Requests for electrical outages shall be submitted, in writing, a minimum of two (2) weeks prior to the requested outage date and shall be approved by the Harbors Construction Engineer. The request shall indicate the date and time of the requested outage, and the proposed outage duration. Contractor shall advise and/or coordinate work with the Harbors Construction Engineer, Harbors Maui District, and all users and tenants a minimum of two (2) weeks in advance.
- B. Wiring System. Unless otherwise indicated or specified herein, wiring shall consist of single conductor cables installed in conduit in areas where permitted by the National Electrical Code.
- C. Installation of Aboveground Conduit.
  1. Conduits with respect to size shall be installed exactly as shown on the drawings. No deviation from the plan shall be permitted except to increase the size of conduits, if necessary, to accommodate the required size and number of conductors to be installed therein.

2. Conduits shall be installed approximately where shown. The exact location of conduits and conduit supports shall be determined after careful consideration has been given to the location of other existing electrical, civil and mechanical work.
3. Conduit system shall be continuous from fitting to fitting so that electrical continuity is obtained between all conduits of the system.
4. Cap conduits during construction with plastic bushings to prevent entrance of dirt or moisture. Swab all conduits and dry before installing wires.
5. Surface mounted raceway shall be galvanized rigid steel. Run exposed raceway parallel with, or at right angles to structural elements.

D. Conductors.

1. Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller wires.
2. Pulling tension shall not exceed wire manufacturer's recommendations.
3. Where necessary, powdered soapstone or water-based wire pulling lubricant may be used as a lubricant for drawing wires through conduit. No other means of lubricating will be allowed.
4. Form neatly in enclosures for minimum of crossovers.
5. Splicing of Wire and Cable.
  - a. Wires shall be formed neatly in enclosures and boxes.
  - b. Splice in accordance with the National Electrical Code (NEC). Make splices in conductors #10 AWG and smaller with insulated, pressure type connector. Splice conductors #8 through #4/0 with high pressure compression (indent) copper sleeve connectors. Do not use bolt-on connectors. Reinsulate splices and waterproof splices. Reinsulate splices according to wire manufacturer's instructions. Splice insulation shall be 200% in thickness of original wire insulation and of same electrical and mechanical characteristics. Tape shall be 7 mil minimum thickness vinyl plastic.

E. Cable Pulling.

1. Pull cables down grade with the feed-in point at the equipment of the highest elevation. Use flexible cable feeds to convey cables into the duct runs. Cable slack shall be accumulated at each junction box where space permits by training the cable around the interior to form one complete loop. Minimum allowable bending radii shall be maintained

in forming such loops.

2. Lubricants for assisting in the pulling of jacketed cables shall be those specifically recommended by the cable manufacturer. The lubricant shall not be deleterious to the cable sheath, jacket, or outer coverings.
3. Cable pulling tensions shall not exceed the maximum pulling tension recommended by the cable manufacturer.

F. Grounding.

1. Ground metallic enclosures, raceways and electrical equipment according to requirements of National Electrical Code (NEC), Article 250. Final connection to equipment, raceways, and other metallic parts directly exposed to ungrounded electric conductors shall be No. 12 AWG minimum, copper, NEC type TW, green insulation.
2. Ground connections to equipment, raceways, motors, and other metallic parts directly exposed to ungrounded conductors by insulated conductors, No. 12 minimum, AWG copper, Type TW, green insulation. Provide insulated ground wires to all wiring devices and apparatus.
3. Install green-insulated equipment grounding conductor in all conduits. Conductor sizes per Article 250 of the National Electrical Code.

G. Finishing.

1. All cutting that may be required for the complete installation of the electrical work shall be carefully performed and all patching shall be finished to match existing conditions.
2. Close unused knockouts in boxes or enclosures with metal cap.
3. Wipe clean all new exposed enclosures with rag and solvent.

H. Coatings.

1. Coat new surface mounted galvanized steel conduit. Coating manufacturers' recommendations shall be followed for cleaning, surface preparation, and coating all surfaces to be painted.
2. Surfaces to be coated must be dry, clean, free of oil, grease, dust, wax, soaps, powdery residue, form release agents, curing compounds, laitance, and other foreign matter and be structurally sound. Remove mortar splatter, mill scale and rust.
3. Color shall match the existing coating color of surrounding finishes.
4. All field coatings shall be applied by roller and/or brush applications. No spraying will be allowed.

5. The prime coat shall be applied on the same day that the surface is prepared. It may take more than a single application to obtain the required thickness. If a coat requires more than a single application, it shall be done no later than the following day.
6. The time interval between each coat shall be no more than 24 hours or as recommended by the manufacturer. For intervals exceeding 24 hours, all surfaces shall be rinsed with fresh water or tested for acceptable chloride levels by the technical representative of the product manufacturer. Each coat shall be of a lighter color than the later coat to be coated upon it.
7. Finish work shall be uniform and of approved color. The finish shall completely cover, be smooth and be free from runs, sags, drips, waves, laps or brush marks. Edges of coating adjoining other surfaces of materials shall be sharp and clean without overlapping.
8. Coating shall be allowed to cure completely. Any marred surfaces or damages to the coating finish shall be corrected by proper preparation and recoating.
9. All methods and procedures shall comply with OSHA and HIOSH requirements and be approved by the Construction Engineer.
10. All coatings shall be delivered to the site in the manufacturer's sealed containers. Each container shall be labeled by the manufacturer with the label showing the name, brand, type of coating, color of coating, and the manufacturer's instructions for reducing consistency. The coating materials shall be the following or approved equal.
  - a. Water Based Cleaner - Water based cleaner shall be Prep 88 manufactured by PPG Protective and Marine Coatings.
  - b. High Solids Epoxy Coating - High Solids Epoxy Coating shall be Amerlock 400 manufactured by PPG Protective and Marine Coatings.
  - c. Engineered Siloxane Coating - Engineered Siloxane Coating shall be PSX 700 manufactured by PPG Protective and Marine Coatings.
11. Surfaces to be coated shall be cleaned, prepared and coated as follows:
  - a. Surfaces to be painted shall be cleaned with Prep 88 water based cleaner.
  - b. Apply two (2) coats of Amerlock 400 at a dry film thickness of 4-6 mils per coat.

- c. Apply one (1) coat of PSX 700 at a dry film thickness of 5-7 mils.
- 12. Clean-up of coatings shall be as follows.
  - a. All coating, oil, etc. shall be cleaned off the pavement, concrete, vehicle bollards, electrical apparatus and surrounding items where coating has splashed or been spilled. The Contractor shall take precautions to prevent coating from being splashed on equipment, vehicles, or cargo in the project area.
  - b. All unused rags, waste and empty containers shall be removed from the work area at the end of each work day and precautions shall be taken to avoid the danger of fire.
  - c. The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it and leave the premises in a neat and orderly condition.
- I. Miscellaneous Details. Cut, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling or any other process necessary for installation of electrical work. Cutting, repairs and refinishing subject to the approval of the Harbors Construction Engineer. Need for remedial work determined by Harbors Construction Engineer as attributable to poor coordination and workmanship shall be cause for reconstruction to the satisfaction of the Harbors Construction Engineer.
  - 1. Repair holes left by removal of electrical equipment to match existing.
  - 2. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts, and wrong connections. Correct faulty conditions, if any.
- J. Cleaning and Repairing. During the progress of work, all rubbish, waste lumber, displaced materials, etc. shall be removed as soon as possible and upon completion of the work, Contractor shall remove from the State's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste material resulting from his operations.

15.5 TESTING AND INSPECTION - All testing shall be witnessed by the Harbors Construction Engineer. The Contractor shall schedule all testing with the Harbors Construction Engineer, in writing, a minimum of two (2) weeks prior to testing.

- A. If the Harbors Construction Engineer (or his representative) shall discover any of the following errors, the Contractor, at his own expense, shall go over all similar portions of the entire job, taking the necessary or directed remedial action.

1. Impaired clearances.
  2. Improper finish.
  3. Improper adjustment.
- B. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.
- C. The Contractor shall show by demonstration in service that all circuits and devices are in operating condition. Tests shall be such that each item of control equipment will function not less than five times.
- D. Wherever test or inspection reveals faulty materials or installation, the Contractor shall take corrective action, at his own expense, repairing or replacing materials or installation as directed. The materials or installation shall then be retested.

#### 15.6 COMPLETION AND GUARANTEE

- A. Completion. The entire electrical installation shall be complete in every detail as specified, ready for use and tested, free of all accidental grounds and short circuits. The installation shall not be considered complete until "As-Built" drawings have been submitted and approved.
- B. Guarantee. The Contractor shall submit a written warranty stating that all parts of the electrical system be free from defects of material and workmanship. Any defects occurring within one year after final acceptance shall be corrected by the Contractor at no cost to the State.

15.7 MEASUREMENT AND PAYMENT - Payment for Electrical Work shall be made as described in Article X of these Specifications.

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

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

### **Rate of Wages for Laborers and Mechanics**

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

### **Overtime**

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

### **Weekly Pay**

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

### **Posting of Wage Rate Schedules**

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

### **Withholding of Accrued Payments**

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

### **Certified Weekly Payrolls and Payroll Records**

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

## Termination of Work on Failure to Pay Wages

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

## Apprentices

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

## Enforcement

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



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

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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**PROPOSAL**

PROPOSAL TO THE STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HARBORS

PROJECT TITLE: REPAIR LIFT STATION AT KAUANAKAKAI HARBOR, MOLOKAI, HAWAII

PROJECT NUMBER.: S30244R

COMPLETION TIME: All work shall be completed within THIRTY (30) CALENDAR DAYS from the date indicated in the Notice to Proceed from the Department.

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. Bidders shall refer to SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

DESIGN PROJECT MANAGER: MR. EMMANUEL LEGASPI  
DEPARTMENT OF TRANSPORTATION  
HARBORS  
HALE AWA MOKU  
79 S. NIMITZ HIGHWAY  
HONOLULU, HAWAII 96813  
PHONE: (808) 587-1875

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

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

The undersigned Bidder further agrees to the following:

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

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

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

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

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

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

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

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

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

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

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

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

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

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

**NOTES:**

"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

\_\_\_\_\_  
Date

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

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

NOTE:

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

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

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

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

## PREFERENCES

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

### **A. HAWAII PRODUCTS PREFERENCE**

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

### **B. APPRENTICESHIP PROGRAMS PREFERENCE**

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

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

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

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

### **C. RECYCLED PRODUCT PREFERENCE**

Recycled product preference shall not apply to this proposal.

REPAIR LIFT STATION AT KAUNAKAKAI HARBOR,

MOLOKAI, HAWAII

JOB S30244R

PROPOSAL SCHEDULE

Item No.	Item Description	Approx. Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Demolish and remove existing submersible pump, control panel, sanitary piping within the wetwell.	Lump Sum	Lump Sum	Lump Sum	\$ _____
2	Install new submersible pump, control panel, sanitary piping within the wetwell.	Lump Sum	Lump Sum	Lump Sum	\$ _____
3	Remove existing electrical apparatus and equipment connections, and installation of new electrical distribution equipment, conduit, conductors and equipment connections for the pump station.	Lump Sum	Lump Sum	Lump Sum	\$ _____
4	Hazardous material handling and disposal.	Lump Sum	Lump Sum	Lump Sum	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS ..... \$ _____					

1. **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. 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 HIePRO solicitation, the specifications shall govern and control, unless otherwise specified

2. Bids shall include all Federal, State, County and other applicable taxes and fees.
3. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
4. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
5. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
6. 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.
7. 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.
8. No additional compensation will be paid by the State for losses, including overhead and profit, resulting from reduced scope of work.
9. Contract time shall remain the same whether or not the overall scope of work is decreased.

# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW TO ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(name of bonding company)

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

\_\_\_\_\_  
(State/county entity)

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

\_\_\_\_\_  
(required amount of bid security)

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

## WHEREAS:

The Principal has submitted an offer for

\_\_\_\_\_  
(project by number and brief description)

## NOW, THEREFORE:

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Principal (Offeror) (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HONOLULU, HAWAII

**SAMPLE FORMS**

Contents:

Sample Contract  
Performance Bond (Surety)  
Performance Bond  
Labor and Material Payment Bond (Surety)  
Labor and Material Payment Bond  
Chapter 104, HRS Compliance Certificate  
Certification of Compliance for Employment of State Residents, Act 192, SLH 2011

CONTRACT

THIS AGREEMENT, made this day of \_\_\_\_\_, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE\_OF\_INCORPORATION», 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 complete in place, furnish and pay for all labor and materials necessary for "«PROJECT\_NAME\_AND\_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction 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 for «PROJECT\_NO\_ONLY», and any supplements thereto, 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 complete such construction within «WORKING\_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---DOLLARS (\$«BASIC\_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto 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.

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»

(Seal)

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

**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 Oblige, in the amount of \_\_\_\_\_

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

**WHEREAS**, the above-bound Principal has signed a Contract with Oblige on  
\_\_\_\_\_, for the following project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

If the Principal shall promptly 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 Obligeo 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 Obligeo, 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 Obligeo, 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 Obligeo, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

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

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

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

its successors and assigns, hereinafter called 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 Contract with the 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 make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

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

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

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

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A  
NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

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

\_\_\_\_\_  
«CONTRACTOR»  
Name of Corporation, Partnership, or Individual

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

Notary Seal  
NOTARY ACKNOWLEDGEMENT

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

Notary Seal  
NOTARY CERTIFICATION

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

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

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
  - a. "Contract" means contracts for construction under 103D, HRS.
  - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
  - c. "Construction" has the same meaning as in Section 103D-104, HRS.
  - d. "General Contractor" means any person having a construction contract with a governmental body.
  - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
  - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
  - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
  
2. HRS Chapter 103B as amended by Act 192, SLH 2011-Employment of State Residents Requirements:
  - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (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 \_\_\_\_\_ 1<sup>st</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION