

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF BOATING AND OCEAN RECREATION
Honolulu, Hawaii

BOARD OF LAND AND NATURAL RESOURCES

Dawn N. S. Chang
Chairperson

CONTRACT SPECIFICATIONS

IFB 26.02
THE REPAIR AND MAINTENANCE OF PLUMBING SYSTEMS
AT THE OAHU DISTRICT FACILITIES

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The Attorney General’s General Conditions (AG008) revised August 29, 2008, shall be made a part of the specifications.

NOTICE TO BIDDERS

(Chapter 103D, HRS)

SEALED BIDS for Job No. **IFB 26.02 The Repair and Maintenance of Plumbing Systems at the Oahu District Facilities** will be received at the and at the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, Oahu Division 2020 through the State of Hawaii e-Procurement System (HIePRO).

In accordance with §103D-323 a bid security of five percent (5%) is required to be uploaded along with the Proposal to the HIePRO website at the time of the bid.

The AG-008 General Conditions (revised on 4/15/2009) shall be made a part of the specifications.

SCOPE

The purpose of IFB 26.02 is to award to a Contractor who will diagnose plumbing problems and perform plumbing repairs as they are required and approved by the State. Scheduled preventive maintenance is not included unless the State determines that is needed for a specific work order.

The Contractor shall diagnose and repair the area plumbing systems in the five Oahu District harbors and three launch ramps facilities as it is needed.

The Small Boat Harbors (SBH) and launch ramp facilities that are included are:

Ala Wai SBH
1651 Ala Moana Boulevard
Honolulu, Hawaii 96815

Waianae SBH
85-491 Farrington Highway
Waianae, Hawaii 96792

Haleiwa SBH
66-105 Haleiwa Road
Haleiwa, Hawaii 96712

Sand Island Launch Ramp

Heeia Kea SBH
46-499 Kamehameha Highway
Kaneohe, Hawaii 96744

Kahana Bay Launch Ramp

Keehi Small SBH
4 Sand Island Access Road
Honolulu, Hawaii 96819

Maunalua Bay Launch Ramp

There are four (4) line items for this IFB. The Sum of Line item #1, Line Item #2, and Line Item #3 is that Total Bid Price for the evaluation of the award.

1. Line item #1 Plumbing Repairs is the repair of the plumbing system at the Division's facilities. The Contractor shall furnish the equipment, labor, and the materials. The repairs include and are not limited to the waterworks, repairs to the shore plumbing, dock plumbing or building plumbing repairs.

Part of the plumbing system at some facilities are under the piers. The Contractor will not always have access to all the plumbing systems from the top of the pier. **There are conditions that will require the Contractor to go under the pier and into the water to work on the electrical system.**

2. Line Item #2 is Emergency Repairs. The definition and details of the Emergency Repairs are covered below under the section labeled “Emergency Repairs”.
3. Line Item #3 is the Allowance. This is a fund that the State has the option to use should the need arise.
4. Line item #4 Contractor Owned Heavy Equipment is the equipment, safety, and traffic control items that the Contractor may use for an assignment. The contractor shall compete the form either with the cost of the equipment or by indicating that is not applicable by filling the space indicated in the Proposal instructions with an “N/A”.

If the Contractor does not own the type of equipment that is in line item #4 the Contractor may rent the equipment. The contractor must provide the equipment rental use rate to the State and the receipt. The Contractor shall be responsible to furnish all equipment required to perform repairs. The State allows a five percent (5%) markup on rental equipment.

The Contractor shall furnish all the equipment and supplies for the repairs. The equipment category includes steel plates, traffic control items and large equipment that are powered by gas, propane, or diesel engines. This category does **not** include items such as handheld battery or electrical tools.

MATERIALS

The Contractor shall provide the materials for the repairs. The Contractor provided materials will be furnished as a reimbursable expense. The State will allow a ten percent (10%) markup of the materials for overhead and profit for the Contractor supplied material. The Contractor shall submit the copy of the receipt from the material supplier when submitting the invoice for a project. The receipt from the material supplier shall include only the materials that were used on the project.

EMERGENCY REPAIRS

An “emergency condition” means a situation which creates a threat to public health, welfare or safety that may arise by reason or major disaster, epidemic, riot fire or other reason as may be proclaimed by the head of the purchasing agency. The emergency condition creates an immediate and serious need for goods, services or construction that cannot be met through normal procurement methods, the lack of which would seriously threaten the continued function of government, the preservation or protection of property of the health or safety of any person.

Besides the criteria for the emergency repair the following apply to emergency repairs:

- If the State informs the Contractor that it is an emergency repair and the work is performed on Saturday, Sunday, holidays and outside of the normal State Small Boat operational hours of 7:45 A.M to 4:30 P.M. the Contractor shall treat the project as an emergency repair.
- The State as representatives of the DLNR Chairperson may declare an emergency repair during normal working hours.
- If the State is unable to contact the Contractor at the phone number provided by the Contractor an alternate Contractor will be offered the emergency part of the project.

The State will offer the emergency repair to the successful Bidder. If the Bidder declines the emergency portion of the repair or the State is unable to contact the Bidder by phone the emergency part of the repair will be offered to another Contractor. The Contractor must immediately respond upon accepting the emergency repair. The Contractor shall work continuously on the emergency repair until the hazard

is contained. When the hazard is contained, and the site is safe the emergency part of the project is completed.

If another Contractor is called to perform the work once the hazard is contained and the site is safe, the balance of the project is performed by the successful Bidder for this contract.

EQUIPMENT

To receive compensation for the equipment, safety and/or traffic control items the Contractor must notify the State verbally and confirmed in writing what equipment will be used and an estimate of the length of time that it will be used when accepting the project. If the Contractor owns the equipment, safety, or traffic control items the cost of the items along with the mobilization and demobilization costs should be included in line item #4 to be compensated.

The Contractor shall submit the original receipt for the rented equipment, safety, or traffic control items with the invoice for the project. The State will allow a five per cent (5%) markup for equipment rental for overhead and profit. The copy of the receipt from the rental equipment vendor shall include only the item(s) that were used on the project.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs submitted for this solicitation have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation citation have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

REQUIRED LICENSE

Due to the nature of work contemplated, bidders must possess a valid State Contractor's license C-37. The award of the contract, if it be awarded, will be subject to the availability of funds.

PROJECTS

A "project" is one assignment for the repair work that is requested by the State. The State's designated representative shall issue the work order to assign a project to the Contractor. The Contractor shall submit an itemized invoice to the State only for the actual work performed and the material and equipment that the Contractor supplies. A work order may involve similar repairs in multiple facilities as a single project.

SCHEDULING WORK

The State will determine if the repairs are required. If repairs are required, the State shall issue a work order that outlines the repair work that the Contractor is required to perform for each project. If the Contractor discovers more problems while working on the project the Contractor shall inform the State and shall receive written permission to proceed with proposed work before performing the additional work. Any work performed without written authorization may not be paid.

The Contractor shall respond to the work order with forty-eight (48) hours of the issuance of a work order unless the deadline falls on a Saturday, Sunday and/or State holiday. In that case the deadline is extended to the next working day. The Contractor shall work on the project each day until it is finished

(Saturdays, Sundays and/or State holidays excluded) unless the materials to perform the repairs are not available. When materials are not available the Contractor will work with the State for scheduling and exception to response time. Failure to inform the State that the materials are not available may result in a Liquidated Damages (LD) charges being assessed.

The Contractor will work with the State and the Harbor Agent at the facility whenever there is a disruption of utility service. The Contractor shall work with the State in securing the work area and post notices to the public in the facility if it is needed. The Contractor shall be responsible for traffic control. The Contractor shall conduct operations so that the impact on harbor operations and the public is minimized.

ESTIMATED QUANTITIES

The State's estimate of the amount and hours of work is based on the work that was performed during the past three (3) years. The estimate is used by the State as budgetary and bidding factors.

1. The estimated quantity for is for one hundred-forty (140) projects for the contract period. It is estimated that each project will take an average of eighteen (18) hours. The total estimated hours per contract period is two thousand five hundred twenty (2,520).
2. Emergency repairs are after hours (Line Item #2). This includes nights, weekends, and holidays.
3. The Allowance (Line Item #3) is the fund that the State has the option of using if the need arises. The State will initiate and direct the Contractor to work on issues that benefit the State facilities.

The Total Bid Price for the evaluation of the award is the Total Sum 1 of Line Item #1, Line Item #2, and Line Item #3.

The Bidder shall complete Line item #4. If the contractor does not own any heavy equipment the Bidder shall print "N/A "in the space(s) provided.

BONDING

The bidder must provide a Bid Bond when submitting the Bid in HlePro. The Bid Bond shall be as specified in Hawaii Revised Statutes 103D-323 and the Procurement Rules under Subchapter 24.

The successful bidder must enter and execute a contract with the Board of Land and Natural Resources and furnish a Performance and Payment Bond, as required. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

TERM OF CONTRACT

Contractor shall enter a contract for furnishing services for a one (1) year period commencing from the official date on the Notice to Proceed. The State may exercise the option to extend the time of the contract over a year should it be in the State's best interest and funds are available. The State may exercise the option of awarding a Supplemental Contract.

Unless terminated, the contract may be extended for not more than five (5) additional one (1) year periods or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, at least three (3) months prior to expiration, provided that the contract price for the extended period shall remain the same or lower than the initial bid price, except as provided for herein. The State may exercise the option to extend the time of the Supplemental Contract over a year should it be in the State's best interest and funds are available.

The Contractor or the State may terminate the extended contract period at any time upon sixty (60) days prior written notice.

INVOICING

Invoices shall be payable upon certification by the State that the Contractor has satisfactorily furnished the material, repairs, and services.

Invoices shall reference the Job number (work order number) and the Title of the Contract.

The State will issue a Purchase Order that references the IFB and contract number. Contractor shall submit the invoice to the following address:

Department of Land and Natural Resources
Division of Boating and Ocean Recreation, Oahu District
4 Sand Island Access Road
Honolulu, Hawaii 96819

A "Certificate of Vendor Compliance," issued through the Hawaii Compliance Express system is required for final payment requirements or the individual certification of compliance from the corresponding agencies. The Bidder must be compliant for the duration of the contract.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The State shall confirm that the goods, materials, and/or services were received in satisfactory condition before certifying the invoices.

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this contract to any subcontractor unless the subcontractor is included in the Proposal and the Contract Administrator has given prior written approval.

INSPECTION

The State retains the general right of inspection by a designated representative to judge, whether in the State's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

RE-EXECUTION OF WORK

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

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered to the State, upon request in writing by the Contract Administrator.

LIQUIDATED DAMAGES

Liquidated damages are fixed at the sum of One Hundred and Fifty DOLLARS (\$150.00) per each calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Provisions, the Specifications, and AG-008 General Conditions herein, in addition to the recourse stated in the AG-008 General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

TERMS AND ACRONYMS USED HEREIN

Contract Officer	=	The contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
DLNR	=	Department of Land and Natural Resources, located at 1151 Punchbowl Street, Room, 130, Honolulu, Hawaii 96813
DBOR	=	Division of Boating and Ocean Recreation, located at 4 Sand Island Access Road, Honolulu, Hawaii 96819
Bidder, Offeror or Contractor	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
CA	=	Contract Administrator
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
HCE	=	Hawaii Compliance Express
GC	=	General Conditions, revised August 2, 2008
IFB	=	Invitation For Bid
Project Assignment	=	The assignment number that the State assigns to the project to identify and track each incident.
GET	=	General Excise Tax
HIePro	=	Hawaii Electronic Procurement System

AUTHORITY

This solicitation is issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars, and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

The Bidder shall compare the State employee position descriptions with the Bidder's employee position descriptions to determine it is like the positions performed by public employees. The position descriptions and compensation rates can be found at <http://hawaii.gov/hrd>. The Bidder should consider the wage rates when preparing a quote.

HAWAII PRODUCTS PREFERENCE

The Contract is subject to preference for Hawaii Products established by Section 103D, Hawaii Revised Statutes. The Hawaii Product List may be examined at the State Procurement Office.

APPRENTICESHIP AGREEMENT PROGRAM PARTICIPATION PREFERENCE

This Contract is subject to the Apprenticeship Agreement Participation Preference. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprentice able trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.

AWARD

The State shall award the contract to the lowest responsive and responsible Bidder upon the submittal of the contract documents. The Apparent Low Bidder has 10 days to furnish the State with the required submittals including Certificate of General Liability Insurance and Performance and Labor & Material Payment Bonds (if applicable). The award of the contract will be subject to the availability of funds. A contractor that has had a contract terminated or cancelled within the past five years for non-performance shall not be qualified to bid on this contract.

The fully executed contract may be delayed up to a year.

ISSUING OFFICER

Jenna Kawasugi/Bruce Swartz
4 Sand Island Access Road
Honolulu, Hawaii 96819
Telephone: (808) 832-3520

End of Section

INFORMATION AND INSTRUCTIONS TO BIDDERS

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INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. SEALED PROPOSALS Bidders shall submit their “Sealed Bid”, including the completed proposal form, and any other documents required by the solicitation through the State of Hawaii electronic procurement system.
- C. GENERAL CONDITIONS: The AG-008 shall become part of these contract specifications and are referred to hereafter as the General Conditions.
- D. PROPOSAL FORM: **The Bidders shall fill out and upload the electronic copy of the Proposal Bid Form to the HiePRO website when submitting the bid.**
- E. OMISSIONS OR ERASURES: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE: A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a standard questionnaire. When required, the completed questionnaire shall be submitted to the Contract Administrator for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: Bid security is required.
- H. CONTRACTOR'S LICENSE REQUIRED: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.
- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be considered by the Board.
- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The Successful Bidder shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the total estimated Contract price if the total price is more than fifty thousand dollars (\$50,000.00), including an amount estimated to be required for extra work.

The start date of the bond shall be the date that the Successful Bidder is issued the Notice to Proceed. The duration of the performance and payment bonds is for at least for the duration of the contract unless the execution of the Contract is delayed, or the State and the Bidder agree to

a Contract extension. In either of those cases the Contract Administrator shall inform the successful bidder of the estimated end date of the bond.

L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT

DOCUMENTS: If requested by the Board, six (6) copies of the Contract, performance and payment bonds and all other document the State includes in the contract award package shall be executed.

M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and/or specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Contract Administrator.

The Contractor shall clearly identify and inform the Contract Administrator in writing of any deviations from the contract documents at the time of submission and shall obtain the Contract Administrator's written approval to the specified deviation prior to proceeding with any work.

N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Contract Administrator. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Contract Administrator.

O. PERMITS: The State will process permit applications whenever possible, and the Contractor shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

P. PROPERTY DAMAGE: It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Contract Administrator.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

- Q. TIME: The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

Prospective bidders are reminded that the State has the option to proceed with or abandon a project depending on whether the project can be completed for occupancy in the specified time.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

- R. BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE: The successful low bidder shall designate in writing to the Contract Administrator the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Contract Administrator in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Contract Administrator shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

- S. LIQUIDATED DAMAGES: Liquidated damages in the amount specified in the Proposal will be assessed for each and every calendar day from and after the expiration of the time period stated in the Contract for the completion of the project.

- T. HIRING OF LOCAL LABOR: The Contractor shall hire local labor whenever practicable.

- U. WATER AND ELECTRICITY: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.

- V. PUBLIC CONVENIENCE AND SAFETY: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.

- W. WORK TO BE DONE WITHOUT DIRECT PAYMENT: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the

contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.

- X. AS-BUILT DRAWINGS: As-built drawings are not required for this solicitation.
- Y. ASBESTOS CONTAINING MATERIALS: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free
- Z. WORKER SAFETY: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Contract Administrator shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- AA. TOILET FACILITIES: The Contractor is not required to furnish separate toilets. All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged.
- BB. SIGNS: Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Contract Administrator for the purpose of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic.
- CC. FIELD OFFICE AREA FOR DEPARTMENT: The field office is not included in this solicitation.
- DD. QUANTITIES: All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- EE. OTHER HEALTH MEASURES: Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- FF. HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT:

Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

GG. COMPLIANCE WITH ACT 190, SHL 2011, (SB 758) Amendment to HRS § 103D-310(c)

All procurements \$2,500.00 or more will require Hawaii Compliance Express (HCE) proof of vendor compliance prior to the award or purchase. Individual compliance documents not produced by HCE are also acceptable. If the HCE certificate or the individual compliance documents are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award.