

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

SPECIFICATIONS, PROPOSAL AND PLANS
FOR
MONITORING AND MAINTENANCE OF POTABLE WATER SYSTEM
AND SEWER SYSTEM
AT
KALAELOA AIRPORT
KAPOLEI, OAHU, HAWAII
PROJECT NO. BO4721-73

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

The receiving of bids for **MONITORING AND MAINTENANCE OF POTABLE WATER SYSTEM AND SEWER SYSTEM AT KALAELOA AIRPORT, KAPOLEI, OAHU, HAWAII, STATE PROJECT NO. BO4721-73**, 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, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE & TIME is **September 16, 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 the monitoring and maintenance of potable water system and sewer system at Kalaeloa Airport, Kapolei, Oahu, Hawaii.

To be eligible for award, bidders shall possess a valid State of Hawaii, Specialty Contractor's License "C-37," Plumbing Contractor's license and Class II Water Distribution System Operator Certificate **at the time of bidding**.

A pre-bid conference is scheduled for **August 26, 2026, at 10:00 a.m., HST**, at the 5th floor conference room, Administration Tower, Terminal 2 at Daniel K. Inouye International Airport, Honolulu, Hawaii. Persons needing special accommodations at the pre-bid conference due to disability may contact Mr. Derick Ebesuno, our Airports Project Manager, by email at derick.t.ebesuno@hawaii.gov, no less than five working days prior to the scheduled pre-bid conference. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than September 2, 2026, at 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 HlePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

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 Mr. Derick Ebesuno, our Airports State Project Manager, by phone at (808) 836-6461, or by email at derick.t.ebesuno@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.



CURT T. OTAGURO
Deputy Director of Transportation for Airports

HIePRO RELEASE DATE: August 12, 2026

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STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII
AIRPORTS

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The Specifications contained herein are amended as follows:

A. SECTION 1 - DEFINITION OF TERMS

1. SECTION 1.33 - SUBCONTRACTOR is amended by deleting it and replacing it with the following:

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

2. Add the following new definition:

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

B. SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

1. 2.3 PROPOSAL GUARANTY is deleted in its entirety.
2. Section 2.4 DELIVERY OF PROPOSALS is amended by replacing the entire subsection with:

"2.4 DELIVERY OF PROPOSALS - Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. 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. Section 2.5 WITHDRAWAL OF PROPOSALS is amended by replacing the entire subsection with:

"2.5 WITHDRAWAL OF PROPOSALS - 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."

4. Section 2.6 PUBLIC OPENING OF PROPOSALS is not applicable.

5. Section 2.9 - Certification for Performance of Services is amended by adding the following subsection:

"2.9 CERTIFICATION FOR PERFORMANCE OF SERVICES - Pursuant to Section 103-55, Hawaii Revised Statutes, and unless indicated otherwise, each bidder is required to submit the attached "Certificate for Performance of Services" in the event bids are in excess of \$25,000.00. The notarized certificate must be submitted to said Contracts Office, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813, before entering into a contract to perform services.

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

<u>Class</u>	<u>Salary Range</u>	<u>Minimum Hourly Rate</u>
Plumber I	BC-10	\$35.07
Plumber II	WS-10	\$37.13
General Laborer I	BC-02	\$25.20
General Laborer II	BC-03	\$25.92
General Laborer III	WS-03	\$27.74
Heavy Equipment Operator	BC-10	\$35.07
Heavy Truck Driver	BC-07	\$30.32
Heavy Equipment Supervisor	WS-10	\$37.13

*Based on Effective Date
7/01/2025

The above information is provided to the Contractor for guidance only and is subject to change in accordance with existing collective bargaining contracts or shall change as contracts are renegotiated. It is the bidder's responsibility to verify the accuracy of the wage rates contained herein and to provide for changes in the minimum wages which must be paid personnel working on this project at all times.

Information on the status of Bargaining Unit (BU) contracts can be obtained from the Airports Division, Personnel Management Office, (808) 838-8619.

Bidders are advised that they are not restricted to hire only those classifications of employees as listed, but are free to employ such other classifications of workers as the bidder deems proper and proposes to use on the project, and as may be according to the bidder's common hiring practice. However, the principal duties of employees other than those listed hereinabove working on the project will be matched against those of State workers to determine the closest equivalent State employee classification, and the Contractor must compensate such employee(s) at a rate which is no less than that of the equivalent State employee."

C. SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

6.2 TRADE NAMES AND ALTERNATES is amended as follows:

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

"A. QUALIFICATION BEFORE BID OPENING - When the specifications and/or plans specify one or more manufacturer's brand names of materials or equipment to indicate a quality, style, appearance, or performance, the bidder will be assumed to have based its bid on one of the specified named products, except where such proprietary product are specified, alternate brands may be qualified if found equal or better by the Department. The bidder shall submit a request to the Department for review and approval at the earliest date possible. 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.

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

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

- D. SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY is amended with the following:

SECTION 7.8 - LABOR AND COMPENSATION REQUIREMENTS is amended by replacing the first two paragraphs with the following:

"SECTION 7.8 - LABOR AND COMPENSATION REQUIREMENTS - Pursuant to Section 103-55, H.R.S., Wages, Hours, Working Conditions of Employees of Contractor's Supplying Services, services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. Additional information on the requirements of Section 103-55, H.R.S., may be obtained at http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm"

7.9 INSURANCE is amended by increasing the minimum limits of insurance liability with the following:

1. "B. Comprehensive Automobile Liability: The Contractor shall obtain Auto Liability Insurance covering all owned, non-owned and hired autos with a combined single Limit of not less than **\$5,000,000** per accident for bodily injury and property damage with the State of Hawaii named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies."
2. "C. Commercial General Liability: The Contractor shall obtain General Liability Insurance with a limit of not less than **\$5,000,000** per occurrence and in the aggregates. The General Liability insurance shall include the State of Hawaii as an additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies."

Add the following subsection:

7.10 SPECIAL REQUIREMENTS FOR CONTRACTOR'S OPERATIONS IN THE AIRPORT OPERATIONAL AREAS - The Contractor shall conform with the applicable sections of the State Airports Division Rules and Regulations pertaining to its access and operation in the Airport Operational Area hereinafter described as follows:

A. Comprehensive General Liability Insurance - The Contractor shall obtain and maintain during the course of work, insurance coverage as specified by Section 7.9.

B. Authorized Vehicles

1. Only vehicles considered safe and necessary for the performance of this contract shall be allowed to operate in the Airport Operational Area.

2. All authorized vehicles shall be identified with the Contractor's company's name on each side with letters not less than four (4) inches in height or a logo no less than six (6) inches in height.

3. As a condition to enter and operate the AOA, the Contractor shall obtain insurance coverage as required by Section 7.9.

4. The Contractor's operations on, over, across, and/or immediately adjacent to any runway and/or taxiway at a towered airport may require the use of a two-way radio communication and safety vehicle lighting. The Contractor shall obtain the necessary equipment at its own expense.

5. No person shall operate a motor vehicle on the AOA without personally possessing a current Motor Vehicle Operator's Permit issued by the Airport Manager to that person.

a. The Motor Vehicle Operator's Permit will be issued only to person who apply through the Airport Security Section and pass a written exam covering those portions of the Airport Rules and Regulations relating to the operation of vehicles in the AOA.

b. Permits issued may be suspended or revoked for cause at any time by the Airports Division.

c. Contractors driving within the Airport Movement Area shall obtain a Motor Vehicle Movement Operator's

Permit to drive on the airfield, cross aircraft taxiways and runways.

C. Airport Operational Area Identification Badge - Contractor's employees requiring entrance to the operational area must apply and obtain identification badges through the Airport Security Office.

1. All persons employed under this contract who have unescorted access to the AOA shall have successfully complete and clear with no disqualifying results, Finger Print Based FBI Criminal History Check as required under TSA Regulations Part 1542, and background checks (to the extent permitted by law) including at a minimum, references and prior employment histories by the employees relating to employment in the preceding ten (10) years.

2. As a condition in the issuance of AOA Identification Badges, Certification of Compliance shall be submitted with the application. The Certification shall affirm that a background check has been performed, correct, and complete of those persons requiring access to the AOA. Background check records shall be maintained by the Contractor during the course of the work and shall contain the name, address, social security number, and previous employment and the person(s) contacted to verify such employment. The records shall be made available for inspection by the State."

D. SECTION 8 PROSECUTION AND PROGRESS is amended as follows:

Subsection 8.2 SUBCONTRACTING is amended by adding the following sentence after the first (1st) sentence in the second (2nd) paragraph:

"The Contractor, however, shall perform with its own organization, work amounting to not less than fifty percent (50%) of the total contract cost."

E. SECTION 9 - PAYMENT is amended as follows:

1. Add the following subsection:

"9.6 RELEASE OF RETAINAGE - The State may release the payments withheld (retainage) at the end of a one-year term provided:

- (a) The Contractor has satisfactorily fulfilled the terms and conditions of the Contract for that one-year term.
- (b) The Contractor submits a current tax clearance certificate."

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII
AIRPORTS

SPECIFICATIONS

SECTION 1 - DEFINITION AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.11 DEPARTMENT - The State Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.32 STATE - The State of Hawaii.

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

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

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

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

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

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

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Lack of proposal guaranty.

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

The award of contract, if it be awarded, shall be made within sixty (60) calendar days after the opening of bids to the lowest responsive and responsible bidder whose proposal complies with all the prescribed requirements. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the sixty (60) calendar day period. Agreement to such an extension shall be made by a bidder in writing. Only bidders who have agreed to such an extension shall be eligible for the award. No response to request shall mean bidder shall no longer be eligible for award.

Requirement for award. The Bidder, as proof of compliance with the requirements of section 103D-310(c), HRS, upon award of a contract made pursuant to section 103D-302, HRS, shall provide the documents listed below. The documents shall be submitted promptly to the Department. If a valid certificate/clearance is not submitted on a timely basis upon award, the Bidder may be deemed non-responsible.

A. Tax Clearance.

Pursuant to section 103D-310(c), 103-53 and 103D-328, HRS, the bidder shall submit a tax clearance certificate from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS), subject to section 103D-328, HRS, current within six months of issuance date.

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

<https://tax.hawaii.gov/>

To receive DOTAX Forms by fax or mail, phone (808)587-4242 or 1-800-222-3229.

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

B. Certificate of Compliance.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of compliance for Hawaii Employment Security Law (Chapter 383, HRS), Workers' Compensation Law (Chapter 386, HRS), Temporary Disability Insurance (Chapter 392, HRS), and Prepaid Health Care Act (Chapter 393, HRS), from the State of Hawaii Department of Labor and Industrial Relations (DLIR), current within six months of issuance date.

Form LIR#27, Application for Certificate of Compliance with section 3-122-112, HAR, is available at the following website:

<https://labor.hawaii.gov/>

Contact the DLIR Unemployment Insurance Division at (808) 586-8926 for additional information.

Inquiries regarding the status of a LIR#27 Form are available from the DLIR Disability Compensation Division at (808)586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder. Bidder shall submit directly to the DLIR. The approved certificate may then be submitted to the Department.

C. Certificate of Good Standing.

Pursuant to section 103D-310(c), HRS, the bidder shall submit a certificate of good standing from the business registration division (BREG) of the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), current within six months of issuance date, to demonstrate it is either:

- (1) incorporated or organized under the laws of the State; or
- (2) registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit a certificate of good standing. Bidders are advised of costs associated

with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a Certificate of Good Standing, go to On-Line Services at the following website:

<https://cca.hawaii.gov/>

The application for the Certificate of Good Standing is the responsibility of the bidder. Bidder shall submit directly to the DCCA. The approved certificate may then be submitted to the Department.

- D.** IN LIEU OF the certificates referenced in subsection A, B, and C, bidder may make available proof of compliance through a state procurement office designated certification process.

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

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

3.4 REQUIREMENT OF CONTRACT BOND - Only when required by the proposal, the successful bidder at the time of the execution of the contract shall file good and sufficient performance and payment bonds on the forms furnished by the Department, or a facsimile thereof, conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and also for the prompt payment to all others for all labor and materials furnished by them to it and use in the prosecution of the work provided for in such contract, in the manner, form and amount required by Section 3-122-224(b) (2), H.A.R., which bonds shall be in an amount equal to fifty per cent (50%) of the contract price, including amounts estimated to be required for extra work, or in the case of price-term, open-end, or requirements contract under which the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is to be awarded, the bond amounts shall be as designated in the bid documents. Such bonds shall also by

their terms inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in the work so as to give them a right of action as contemplated by Section 103D-324, H.R.S.

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

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

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

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

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

Pursuant to Section 103D-309, H.R.S., the contract shall not bind the State in any way unless said contract has been fully and properly executed by all the parties thereto and the Comptroller has endorsed thereon a certificate that there is available an unexpended appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract.

3.6 FAILURE TO EXECUTE CONTRACT - Failure to execute the contract, Certificate for Performance of Services and file acceptable bonds, when required, within ten (10) days after

the award of the contract, or within such further time as the Director may allow, shall be cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award of the contract may then be made to the next lowest responsible bidder.

SECTION 4 - SCOPE OF WORK

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

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

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

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

4.4 CHANGES AND CLAIMS FOR ADJUSTMENT

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

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

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

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

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

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

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

4.5 PRICE ADJUSTMENT

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

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

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

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

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

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

4.6 VARIATION IN QUANTITY

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

SECTION 5 - CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

agreed upon by both parties; or

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

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL AND EQUIPMENT

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

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

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

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

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

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

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

1. If a specified or pre qualified item is delayed by a lengthy strike in the factory or other unforeseeable contingency beyond the control of the Contractor which would cause an abnormal delay in the project completion.

2. If a specified or pre qualified item is found to be unusable due to change or other circumstances.

3. If the Contractor is willing to provide a more recently developed or manufactured item of material or equipment of the same manufacturer which the Director determines to be equal or better than the one specified or pre-qualified.

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

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

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

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

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TYPES OF INSURANCE:

A. Workers' Compensation:

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

B. Comprehensive Automobile Liability:

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

policies.

C. Commercial General Liability:

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

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

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

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

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

8.5 TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

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

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

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

8.7 DEFAULT AND TERMINATION OF CONTRACT

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

similar goods or services.

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

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

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

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

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

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

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

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

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

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

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

3. Compensation:

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

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

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

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

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

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

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

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

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

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

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

SECTION 9 - PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10

GENERAL REQUIREMENTS

10.1 GENERAL REQUIREMENTS – All work is subject to the contract requirements.

10.2 SCOPE OF WORK – The Contractor shall completely monitor and maintain the potable water system and sewer system at Kalaeloa Airport (JRF). This includes, but is not limited to the following:

A. Potable Water System

1. Monitor and maintain potable water consumption and quality, and the condition for the water system piping and components. See potable water system for this contract on Exhibits D-1, D-2 and D-3.
2. Perform minimum repairs as needed for building fixtures and pipes when authorized by the State.
3. Provide investigative, coordination, contract transition, and emergency valve closure services as needed whenever authorized to do so by the State.
4. Perform the minimum emergency repairs needed for the potable water system operations when authorized by the State.
5. Perform inspection, testing, and authorized repairs of defective backflow prevention devices as needed for Board of Water Supply or Hawaii Water Service certification.

B. Sanitary Sewer System

1. Monitor and maintain semi-positive displacement pumps and oil water separator for proper wastewater system operations. See sewer system wastewater pumps and oil water separator locations for this contract on Exhibit D-3.
2. Provide investigative, coordination, contract transition, and emergency valve closure services as needed, and whenever authorized by the State.
3. Perform the minimum emergency repairs needed to maintain proper sewer system operations when authorized by the State.

10.3 MINIMUM CONTRACTOR QUALIFICATIONS – The bidder shall have the following license, personnel certifications and work experience, at time of bid opening.

- A. LICENSE AND PERSONNEL - Contingent for award to the lowest responsible bidder, the Project Manager may request verification of Contractor's qualifications in writing. The request will be to provide the State with documentation verifying licensing, certification and/or training listed below. The requested documents, as applicable, shall be received by the Project Manager no later than 4:00 P.M. seven (7) working days from date of request (date of receipt of the written request via certified mail) from the State.

Upon request, the bidder shall submit the following certifications to the State:

1. Contractor shall possess a current State of Hawaii, Specialty Contractor's License "C-37", Plumbing Contractor's license at the time of bidding and throughout the duration of the contract and/or any extensions.
2. Contractor shall have a minimum of two (2) employees that are certified and in good standing on the Department of Health's Drinking Water Monitoring Sampler's Training Workshop. Person(s) shall be able to properly obtain and transport drinking water samples to a certified testing laboratory.
3. The Contractor shall have a minimum of two (2) employees who are certified Class II Water Distribution System Operator (DSO II), certified by the "Board of Certification of Public Water System Operators" as required by HAR, Chapter 11-25, Rules Relating to Certification of Public Water System Operators.
4. Contractor shall have a minimum of two (2) employees who are certified and in good standing backflow preventer testers to perform the testing and inspection of backflow prevention devices, who are certified by the Plumbing and Mechanical Contractors' Association of Hawaii (PAMCAH) or the University of Southern California Foundation for Cross Connection Control & Hydraulic Research.

B. WORK EXPERIENCE

1. Company must possess four (4) years of responsible experience in maintaining a public or private water system of equal capacity and value. References shall be submitted with licensing, certifications and/or training documents.
2. Possess knowledge on the operation, repair, and calibration of fluid metering devices, hydraulics, and valves; as well as, be able to analyze fluid networks.

3. The Contractor shall be able to provide water valve closure service within 45-minutes of notification. Notification is defined as the State's authorized representative contacting the Contractor, or authorized representative; and may be by telephone.
- C. CONTACT INFORMATION - The Contractor shall furnish within ten (10) working days, the telephone numbers that the Contractor can be contacted by the State 24 hours a day every day of the week, for the duration of the contract time and/or any extensions.
- D. FALSIFICATION OF INFORMATION - Falsification of personnel qualifications, inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a breach of this contract.

10.4 TERM OF CONTRACT – Unless renewed as allowed under Section 10.5, Option to Extend Contract Time, the term of contract shall be for a Twelve (12) month period commencing from the State's Notice to Proceed.

10.5 OPTION TO EXTEND CONTRACT TIME – Subject to the satisfactory performance of the Contractor and the availability of State appropriations, this contract may be extended for THREE (3) ADDITIONAL twelve (12) month periods, at the option of the State provide:

1. The option to extend is exercised by the State, prior to the expiration of the term of the existing contract;
2. The contract may be extended for THREE (3) additional twelve (12) month periods without the necessity for rebidding, upon mutual agreement in writing to extend by the State and Contractor;
3. The total term of the contract, including any and all extension, shall not exceed FORTY-EIGHT (48) MONTHS;
4. Compensation to the Contractor for each renewal period shall be based on the unit prices as bid in the Proposal Schedule of the original contract with no adjustments.

10.6 CONTRACT TRANSITION SERVICES – The Contractor shall perform "Contract Transition Services" when the Contractor fails to be awarded a new contract for this type of work upon its re-bid.

- A. When required, contract transition services shall occur over a two-week period (14 calendar days) prior to the end of this Contract. During this period, the Contractor shall produce one (1) set each of all monitoring and maintenance records available to both the State and "New Contractor".

- B. In addition to the above, the Contractor shall provide the State and “New Contractor” with a detailed site visit. During this site visit, the Contractor shall physically show both the State and “New Contractor” the locations of all water meters, air valves, and potable water shut-off valves that are six-inches (6”) and larger.

10.7 INSPECTION AND CORRECTION OF DEFICIENCIES - All materials furnished and services performed by the Contractor under this contract shall be subject to reasonable inspection and test by the State at all times and places. All inspections and tests by the State will normally be performed in a manner which will not disrupt the Contractor's operations.

10.8 SUBMITTALS – Prior to award and upon request by the State, the Contractor shall furnish the following to the Project Manager. Failure to meet this requirement may be grounds for bid rejection.

Description	Reference	Frequency
Valid Specialty Contractor’s License C-37	Subsection 10.3.A.1	As requested
DOH Drinking Water Monitoring Sampler’s Training Certification	Subsection 10.3.A.2	As requested
Class II Water Distribution System Operator Certificate	Subsection 10.3.A.3	As requested
Plumbing and Mechanical Contractors Association of Hawaii (PAMCAH) or University of California Foundation for Cross Connection Control & Hydraulic Research Certification	Subsection 10.3.A.4	As requested

10.9 POST-AWARD DOCUMENTS - The Contractor shall furnish the following to the Project Manager as required.

Description	Reference	Frequency
Accord 25 with accompanied by insurance policy CG 20 10	Subsections 7.9, Insurance, and 10.15 Insurance	Ten (10) working days after award has been given.
Written Work Schedule	Subsection 11.2.C	Within 7 Days of Notice to Proceed
Fire Hydrant Maintenance Schedule	Subsection 12.2.C	Within two (2) weeks after NTP
Hydrant Inspection Form	Subsection 12.3.C.1	As directed
Hydrant Flow Test Form	Subsection 12.3.C.3	As directed
Operation and Inspection Record for Air, Gate & Hydrant Isolation Valve	Subsection 13.3.B	As directed
Investigative Services	Subsection 14.3.A	As directed
Emergency Repairs	Subsection 14.3.C	As directed
Confirmation Sampling and Testing	Subsection 14.3.D	As directed
Emergency Valve Closure	Subsection 14.3.E	As directed
Backflow Maintenance Schedule	Subsection 15.2.C	Within two (2) weeks after NTP
Backflow Test Results Form	Subsection 15.3.A	As directed

10.10 AUDITS - The State reserves the right to audit the Contractor's records and operations as they relate to the provisions of this contract.

10.11 EXTRA WORK AND ALLOWANCE - Contractor shall provide this work in accordance with Section 4.3 of the Specifications and as requested by the Airport Manager. The Contractor is limited to reimbursement based on documented actual costs of the work, allowing for twenty percent (20%) of the actual costs for overhead and profit on work done directly by the Contractor and ten percent (10%) on any Subcontractor's billing to the Contractor for the Contractor's overhead and profit. No additional multipliers or markups are allowed, and the Contractor shall provide supporting invoices or receipts in order to be compensated. For "allowance" work where unit prices are established as a line item, the Contractor will be compensated at the bid unit item price. Where "allowance" items are established as lump sum items, the Contractor shall be compensated in the same manner as "extra work" for actual work completed and accepted by the State.

10.12 PAYMENT - The Contractor will be paid upon satisfactory completion of all work and acceptance of the work by the Airport Manager after an inspection is completed. This price shall include full compensation for furnishing all materials, preparation, application of the materials, and for all labor, equipment, tools, taxes, insurance, overhead, and incidentals necessary to complete the work, in-place-complete. The Contractor shall invoice the project once after the last day of each month and shall reflect all work performed to date from the previous billing. Multiple invoices billed within the month will be rejected.

10.13 SAFETY - Contractor shall comply with all applicable safety regulations promulgated by OSHA and other government agencies.

10.14 TROUBLE OR EMERGENCY CALL – The Contractor is subject to be called in the event of mechanical failure or malfunction of the potable water systems covered by these specifications for any cause. The State's authorization or notification may come via telephone, but will be from the following:

- Airport Manager
- Oahu District Engineer
- Airport Project Manager (as delegated by the Oahu District Engineer)
- Airport Construction & Maintenance Superintendent
- Airport Duty Manager (limited to emergency valve closure only)

The State will not pay for work authorized by an individual that is not listed above. The time, terms and conditions of trouble or emergency calls shall be done at the convenience of the State and as duly directed.

A. Regular Work Hours

1. The Contractor shall respond within one (1) hour to the job site after receipt of the trouble call from an authorized airport personnel.
2. Payment shall be based on the unit price for "Regular Working Hour Trouble Calls" on the Contractor's proposal schedule multiplied by the time spent at the job site to complete the repair plus the cost of materials, parts, equipment and tools necessary to complete the repair work.
3. The unit price for "Regular Working Hours" shall be for labor only including direct costs, overhead, insurance, taxes and other incidental costs.
4. Time spent at the job site to complete the repair work shall be taken to the closest 1/4 of an hour and any fraction of 1/4 of an hour shall be considered a full 1/4 of an hour. The Contractor shall be paid a minimum of one hour even if the repair is completed in less than one hour.
5. Payment to the Contractor will only be made for those trouble calls approved by the Airport Manager.

B. Off Work Hours

1. Off-hours shall be 12:01 a.m. to 7:00 a.m. and 3:30 p.m. to midnight, Monday through Friday, all hours on Saturdays, Sundays and State holidays. Off work hours is not authorized unless directed (in the case of an emergency) or approved (due to operational reasons) by the State.
2. The Contractor shall respond within one (1) hour to the job site after receipt of the trouble/emergency call from an authorized airport personnel.
3. Payment shall be based on the unit price for Section 10.14.A.2 on the Contractor's proposal schedule, plus 50% of the unit price multiplied by the time spent at the job site to complete the repair plus the cost of materials, parts, equipment and tools necessary to complete the repair work.
4. Time spent at the job site to complete the repair work shall be taken to the closest 1/4 of an hour and any fraction of 1/4 of an hour shall be considered a full 1/4 of an hour. The Contractor shall be paid a minimum of one hour even if the repair is completed in less than one hour.
5. Payment to the Contractor will only be made for those trouble calls approved by the Project Manager.

- C. Repair work initiated during off-hours and finished during regular work hours shall be paid accordingly. Off-hours hourly rate shall only apply to repair

work performed during off-hours, and regular working hours hourly rate shall apply for repair work performed during regular working hours.

Emergency Response and Repair - Can include, but is not limited to: replacement and/or stabilization of existing system components; repairing system leaks; flushing the system; providing potable water and sanitary needs; and other work that may be needed to address public safety and convenience. When authorized by the State, these services command a very high priority; hence, the Contractor shall immediately perform the absolute minimum amount of work needed under minimum system outage to minimize property damage, as well as, address public safety and convenience by reestablishing system operations or by applying other methods.

At the earliest possible date, the Contractor shall submit the following written documentation that is subject to State approval:

1. Date, time, and name of State's authorization;
2. Contractor's starting date and time;
3. Contractor's completion date and time;
4. Location of work performed on plans;
5. Narrative of the work performed;
6. Before and after photos of the work performed;
7. Contractor's force account quotation showing the breakdown of labor, materials, and equipment utilized in the completed work (See Form 10-1: "Estimate for Change Order" at the end of this section) and,
8. All original invoices for materials and equipment utilized to complete the work.

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

10.16 LIQUIDATED DAMAGES - Timely performance by the Contractor of all of his duties every calendar day is an essential part of this contract and in case of failure on the part of the Contractor to perform any of his duties in a timely manner, damages will be sustained by the State. As the amount of damages are difficult to predetermine, the amount of such damages are fixed in advance as follows:

For failure to complete the scheduled monthly, quarterly, semi-annual or annual maintenance services within the time specified, liquidated damages shall be assessed to the Contractor for each and every calendar day delay is beyond the completion date.

The amount of liquidated damages for each calendar day delay shall be in accordance with the following formula: The Contractor shall be assessed \$750.00 for each calendar day delay, or $0.05 \times$ applicable monthly maintenance service bid price, whichever figure is the greater.

Failure to respond to a trouble/emergency call within the specified response time in Section 10.14 Trouble or Emergency Call, the Contractor will be assessed the following liquidated damages for failure to provide emergency work as needed:

- A. Estimated cost of all water loss;
- B. All State, water damage liability arising from broken main(s);
- C. ONE HUNDRED DOLLARS (\$100.00) for each FIFTEEN-MINUTES (15-MINUTES) the Contractor fails to respond as specified. This amount is to cover State personnel costs incurred when the Contractor fails to respond on time.

10.17 BASIS OF PAYMENT - Any costs incurred in compliance with the provisions of Section 10 in its entirety shall be borne by the Contractor. No separate payment will be made to the Contractor for measures required by Section 10.

ESTIMATE FOR CHANGE ORDER

PROJECT: _____

DATE: _____

PROJECT NO. _____

CONTRACTOR: _____

DESCRIPTON: _____

MATERIALS

Description	Unit	Unit Price	Subtotal

TOTAL FOR MATERIALS _____ (1)

LABOR

Classification	Hours	Wages Hour Rate	*Fringe Rate	(Fringe x Hrs)

(Wage x Hrs.)

SUBTOTALS _____ (2)

*If requested, fringe benefit shall be indicated separately under each classification.

TOTAL FOR LABOR (Wages & Fringe) (2) + (3) _____ (4)

SUBTOTAL - Materials & Labor (1) + (4) _____ (5)

Overhead & Profit of (5) _____ (6)

Insurance & Taxes* of (3) _____ (7)

*You may be asked to produce an affidavit to prove the number, or see Precommencement Docs due

Overhead for Insurance & Taxes (6%) of (7) _____ (8)

TOTAL - MATERIALS & LABOR (5) + (6) + (7) + (8) _____ (9)

EQUIPMENT / REIMBURSABLE COSTS (per diem, air fare, etc.)

Classification	Unit/Hours	Rate	Subtotal

TOTAL FOR EQUIPMENT / REIMBURSABLE COSTS _____ (10)

SUBCONTRACTORS

Allowed Mark-up: %

NAME	AMOUNT	Markup	Subtotal

TOTAL FOR SUBCONTRACTORS _____ (11a) _____ (11)

TOTAL (MATERIAL, LABOR, EQUIPMENT) (9) + (10) + (11) _____ (12)

Bond Fee on (12) (If Applicable) (Company Bond Rate) _____ (13)

General Excise Tax on (9) + (10) + (13) + (11a) _____ (14)

TOTAL FOR CHANGE ORDER (12) + (13) + (14) -----> _____

Proposal to nearest \$1.00

SECTION 11

MONITORING AND MAINTENANCE OF POTABLE WATER SYSTEM

- 11.1 GENERAL** - The Contractor shall provide labor, materials, tools, equipment and incidentals necessary to provide maintenance services for the potable water system in accordance with these specifications. The following requirements are set to ensure public safety and convenience, as well as, to conserve the quantity and preserve the quality of the Airport water resources.

Monitoring and maintenance work as described in this Section 11.3.G shall be a portion of the Contractor's routine work requiring minimal coordination with Airport Management. See general potable water system on Exhibits D-1, D-2 and D-3.

All other items of work not described in these specifications are deemed unforeseen work that shall be performed on an "as-needed basis" when authorized or notified to do so by the State.

The State's authorization or notification may come via telephone but, will be from the Airport Construction & Maintenance Superintendent, the Airport Project Manager, the Airport Facilities Maintenance Engineer, the Airport Duty Manager, or the Airport Manager. The State will not pay for work authorized by an individual that is not listed above.

11.2 WORK SCHEDULE

- A. WORK DAYS shall be week days only, Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Airport Manager.
- B. WORK HOURS - The Contractor shall work between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Airport Manager.
- C. All work shall be coordinated with the Project Manager or his representative, within seven (7) days after the award of this contract. A written schedule shall be submitted at that time.

- 11.3 SCOPE OF WORK** – The Kalaeloa Airport (JRF) Water System, hereinafter called the "system", is the entire potable water-distribution system serving Kalaeloa Airport that consists of, but is not limited to, the approximate major components listed below.

The system will change as new construction and/or other system modifications occur during the contract time. These changes do not affect the Contractor's contract obligations since the scope of work to be performed is based primarily on unit bid prices.

- A. Distribution Mains – Lengths Unknown
 - 1. 12-inch diameter
 - 2. 8-inch diameter
 - 3. 6-inch diameter
 - 4. 4-inch diameter
- B. Metering Devices – 2 each (Hanger 110 and 111)
- C. Fire Hydrants - 20 each
- D. Water Valves
 - 1. 12-inch – 10 each
 - 2. 10-inch – 4 each
 - 3. 8-inch – 6 each
 - 4. 6-inch – 20 each
 - 5. 4-inch – 10 each
- E. Air Valves – 5 each
- F. Miscellaneous Appurtenances – These items consist of meter boxes, valve boxes, manholes, valve monuments, laterals, reaction blocks, etc.
- G. Monitoring and Maintenance – The Contractor shall continuously monitor the physical condition of all system components and maintain a current inventory, and system status in duplicate. One (1) duplicate shall be submitted to the State’s Engineer on a weekly basis, and all records shall become State property upon contract completion.

Monitoring work shall include, but, is not limited to inspecting the system for obvious and probable leaks; potential cross-contamination sources; new water taps; system installation defects; major system changes such as waterline realignments, buried valves, and broken or missing system components; and minor system changes such as broken or missing system appurtenances, and/or broken or missing system component parts.

Valve and hydrant data shall be ascertained by the Contractor through field inspections and shall be completed within ninety (90) calendar days of the State's Notice to Proceed. The State does not possess complete valve, meter, and hydrant data; nor does the State possess detailed "as-built" drawings of the system.

The Contractor's weekly submittal to the Engineer includes the following:

- H. Event logs – identify any leaks, new water taps, potential cross-contamination sources, system installation defects; major system changes, and minor system changes;
 - 1. Photos with call outs that clarify findings; and,
 - 2. "As-Built" drawings reflecting all sited changes.

11.4 METHOD OF MEASUREMENT – The Engineer will measure work performed by the Contractor in the following manner.

Monitoring and Maintenance – Each week of continuous acceptable monitoring and maintenance work shall not be measured but, is considered incidental to the various bid items.

11.5 BASIS OF PAYMENT – Any costs incurred in compliance with the provisions of this Section shall be borne by the Contractor.

-- END OF SECTION --

SECTION 12

FIRE HYDRANT MAINTENANCE

12.1 GENERAL - The Contractor shall provide labor, materials, tools, equipment and incidentals necessary to maintain fire hydrants within the Kalaeloa Airport (JRF) potable water system in accordance with these specifications.

12.2 WORK ARRANGEMENT – Fire hydrant work as described in this Section shall require strict coordination with Airport Management and Operations.

- A. WORK DAYS shall be weekdays only, Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Project Manager.
- B. WORK HOURS - The Contractor shall work between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Project Manager.
- C. The Contractor shall submit to the State a detailed work schedule showing the completion of this work within 120 calendar days after the State's Notice to Proceed. Work schedule shall be subject to State approval and shall be submitted within two (2) weeks of the State's Notice to Proceed. Once the Contractor's work schedule is approved by the State, the Contractor shall strictly adhere to work schedule, and no deviations will be allowed unless the State grants written approval at least two (2) weeks prior to the start date of the previously approved schedule.

12.3 SCOPE OF WORK

- A. Fire Hydrant Maintenance – The condition of twenty (20) fire hydrants shall be obtained through inspections and servicing that occurs at the specified intervals.
 - 1. The Contractor shall fix all minor leaks that are repairable by tightening hydrant components or replacing gaskets/seals without removing the entire hydrant as part of the routine hydrant maintenance.
 - 2. Once per year, new packings shall be installed in models that utilize rope packings.
 - 3. Once per year, valves shall be lubricated using food grade grease.
 - 4. All yellow-painted fire hydrants shall be relabeled in black numbers and receive touch-up paint in yellow. Paint shall be an aliphatic-polyurethane type and applied according to the manufacturer's recommendations.

5. With the hydrant valve(s) closed, open the caps. Verify presence of gaskets. If gaskets are missing – replace. Lubricate the threads with manufacturer approved grease.
6. Locate the street valve; exercise the valve, flow water to clear debris in the hydrant (open valve fully for at least one minute). In sensitive areas where flow from a hydrant needs to be re-directed, the Contractor shall utilize a hydrant sock or similar device.
7. Where the valves have been covered or paved over, the Contractor shall notify the State regarding the discrepancy and mark the location where the valve is expected to be situated. Further action shall be as directed by the State.
8. Contractor shall maintain a minimum ten (10) foot cleared path to the hydrant and hydrant valves whenever necessary. This path shall be cleared at least once per month or until any potential for overgrowth in the surrounding vegetation has been mitigated.

B. Hydrant Flow Testing – Twenty (20) fire hydrants shall be tested for fire flow compliance in accordance with Volume 7 of the National Fire Protection Association Manual once per year. The Contractor shall select and propose the fire hydrants to be tested and submit their proposal to the State for approval. The State may also select desired hydrants requiring fire flow information and direct the Contractor to conduct the test.

1. Make sure adjacent drainage features are free from leaves and debris and will adequately carry off discharged water. Always watch the flow of the water and take mitigating steps if runoff starts to overflow drainages.
2. Additional static and residual pressure readings shall be recorded at secondary locations whenever practical.
3. Some locations may present the test crew with runoff problems. It may be desirable to direct the discharge carefully toward a storm drain or other safe drainage.
4. Flow the hydrant long enough so that the residual pressure stabilizes before taking readings. The hydrant shall be flowed up to 15 minutes from the start of the flow test in order to perform a localized system flush. At the 15-minute mark, the hydrant may be additionally flowed until the water runs clear.

- C. Hydrant Maintenance Record Keeping - The Contractor shall submit the following documents to the State in an acceptable manner for the respective fire hydrant maintenance work to be accepted:
1. Completed fire hydrant inspection forms. (See Form 12-1)
 2. Documentation stating that the fire hydrant flow tester is qualified to perform the testing and all equipment used are properly calibrated
 3. All results from the performed flow tests shall be documented on the hydrant test flow forms. (See Form 12-2)
- D. System Flush – The Contractor shall perform a system flush as directed by the project manager. All lines shall be flushed until the water runs clear and loose scale residual are removed in accordance with applicable AWWA procedures. The length of time to flush shall be dependent on the trunk size and shall be approved by the project manager. The Contractor shall conduct this work under on a time and material basis as negotiated and mutually agreed with the State. The Contractor shall submit the Airport Division Force Account sheet along with their invoice for payment.

12.4 LIQUIDATED DAMAGES

Failure to complete the scheduled services within the time specified, liquidated damages shall be assessed to the Contractor for each and every calendar day delay beyond the completion date. The amount of liquidated damages will be as specified in Section 10.16 Liquidated Damages for each calendar day beyond the scheduled date for each item.

12.5 METHOD OF MEASUREMENT – The Engineer will measure work performed by the Contractor in the following manner.

- A. Fire Hydrant Maintenance – Each fire hydrant that is maintained in a manner that is acceptable to the State; and each fire hydrant flow test that is acceptably performed.
- B. System Flush – Each directed localized flushing that is acceptable.

12.6 BASIS OF PAYMENT – Payment for the following respective items will only be made after the Contractor submits all required respective documents to the State in an acceptable manner. The Contractor shall only receive payment for the actual quantities of work performed and will be paid as shown in the proposal schedule in the following manner.

All payments made shall be full compensation for all work described under this contract, as well as, all materials, labor, tools, equipment, drafting, taxes, profit, overhead, travel time, drafting, and all incidentals needed to complete the contracted work.

Payments will be made under:

- (1) Each acceptably maintained fire hydrant at the contract unit price for Fire Hydrant Maintenance.
- (2) Each accepted fire hydrant flow test at the contract unit price for Fire Hydrant Flow Testing.

Item	Contract Pay Item	Unit
1	Fire Hydrant Maintenance	Each (EA)
2	Fire Hydrant Flow Testing	Each (EA)
3	System Flush	Allowance

FIRE HYDRANT INSPECTION RECORD

Hydrant No. _____

Location:

MAKE	TYPE	MODEL	VALVE #

Inspected	Leaking	Repaired	Painted (yellow)	Touched-up	Relabeled	Flushed	Flow Tested	Date Installed	Date Inspected	Forman' s Initials	Comments

FIRE HYDRANT FLOW TEST

Test Date	Airport	Map No.	Main Size
Purpose of Test or Requested By		Company or Agency Performing Test	
Name of Tester			

Hydrant Flow Tested

Hydrant No.	Location	Static Pressure (psi)	Resid Pressure (psi)	Pitot Pressure (psi)	Time and Date	Orifice Size (in)	Observed (gpm)	Available (gpm)

Additional Pressure Reading

Location	Static Pressure (psi)	Residual Pressure (psi)	Recorded at (check one)
			☐ hosebib ☐ hydrant no. _____
			☐ hosebib ☐ hydrant no. _____
			☐ hosebib ☐ hydrant no. _____
			☐ hosebib ☐ hydrant no. _____
			☐ hosebib ☐ hydrant no. _____
Remarks:			

Condition of Flow Hydrant

Hyd No.	No. of Outlets	Outlet Size: ☐ 1 st _____ ☐ 2 nd _____
Body Appearance Caps ☐ yes ☐ no Threads ☐ yes ☐ no Chains ☐ yes ☐ no Operating Nut ☐ yes ☐ no Paint ☐ yes ☐ no		
Accessibility Hydrant ☐ yes ☐ no Gate Valve ☐ yes ☐ no	Existing Breakaway Bolts ☐ yes ☐ no	Does Hydrant Shut Off ☐ yes ☐ no

FORM 12-2

-- END OF SECTION --

SECTION 13

VALVE MAINTENANCE

13.1 GENERAL - The Contractor shall provide labor, materials, tools, equipment and incidentals necessary to maintain water isolation and air relief valves within the Kalaeloa Airport (JRF) potable water system in accordance with these specifications.

13.2 WORK ARRANGEMENT –Water isolation and air relief work as described in this Section shall require strict coordination with Airport Management and Operations.

- A. WORK DAYS shall be week days only, Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Project Manager.
- B. WORK HOURS - The Contractor shall work between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Project Manager.
- C. The Contractor shall submit to the State a detailed work schedule showing the completion of this work within 120-days after the State's Notice to Proceed. Work schedule shall be subject to State approval and shall be submitted within two (2) weeks of the State's Notice to Proceed. Once the Contractor's work schedule is approved by the State, the Contractor shall strictly adhere to work schedule, and no deviations will be allowed unless the State grants written approval at least two (2) weeks prior to the start date of the previously approved schedule.

13.3 SCOPE OF WORK

- A. Valve Maintenance – All valves shall be inspected at least once a year to obtain their respective condition.
 - 1. Four-inch (4") Water Isolation Valves or Larger – All minor leaks that can be repaired by packing adjustments, or by tightening the bolts, packing, and fittings shall be fixed by the Contractor. Each valve must be exercised (closed and opened) at least once per year (no earlier than 10 months apart from the last exercise maintenance), and the number of turns to fully close and open each valve must be verified on the valve records.
 - 2. Air Relief Valves (ARV) – The Contractor shall flush and test each valve once per year, no earlier than 10 months from the last ARV flushing and testing.

- B. Record Keeping - The Contractor shall submit acceptably completed valve inspection forms (See Form 13-1) to the State for the respective valve maintenance work to be accepted.
- C. Emergency Valve Closure - This service commands the absolute highest priority since time is of the essence.

The Contractor shall have all of their essential personnel at the job site within one (1) hour of State's notification with all equipment and knowledge needed to close only the required system valve(s) according to the State's needs. The State's notice will include a brief description on the nature and location of the system leak.

Upon proper closure of system valves, the Contractor shall:

- 1. Inform the State on the nature of the break, urgency of repairs, any accompanying effects, actions by other parties and results of their actions, and any other action the State may need to take to minimize property damage, as well as ensure public safety and convenience.
- 2. Show the State on plan, all areas affected by the break.
- 3. Provide the State with a good faith estimate of the absolute minimum repairs needed to obtain pre-break operation of the system. This work terminates after all proper valve closures, and the State assumes control of the situation; however, the Contractor shall be responsible for ascertaining that the emergency has stabilized prior to leaving the job site.
- 4. At the earliest possible date, the Contractor shall submit the following written documentation that is subject to State approval:
 - a. Date, time, and name of State's authorization;
 - b. Contractor's crew size;
 - c. Contractor's starting date and time;
 - d. Contractor's completion date and time;
 - e. Location of break, closed valves, and affected areas shown on the plans;
 - f. Photos that may illustrate the problem(s) in a clear manner;

- g. Narrative on the nature of the break, urgency of repairs, any accompanying effects, actions by other parties and results of their actions, and any other action needed to minimize property damage, as well as, ensure public safety and convenience; and,
- h. Minimum three (3) repair options with one option being a good faith estimate of the absolute minimum repairs needed to obtain pre-break system operation.

13.4 LIQUIDATED DAMAGES

Failure to complete the scheduled services within the time specified, liquidated damages shall be assessed to the Contractor for each and every calendar day delay beyond the completion date. The amount of liquidated damages will be as specified in Section 10.16 Liquidated Damages for each calendar day beyond the scheduled date for each item.

13.5 METHOD OF MEASUREMENT

The Engineer will measure work performed by the Contractor in the following manner: Each water isolation valve and air relief valve that is maintained in a manner that is acceptable to the State.

- A. Valve Maintenance – Each four-inch (4”) valve or larger that is maintained in a manner that is acceptable to the State; and each air valve that is acceptably maintained.
- B. Emergency Valve Closure – Time spent at the jobsite will be measured to the nearest fifteen (15) minute interval. The time spent at the jobsite shall start after the Contractor arrives on-site and contacts the authorized State representative. The end time shall be as soon as all emergency valve closure work is completed.

13.6 BASIS OF PAYMENT

Payment for the following respective items will only be made after the Contractor submits all required respective documents to the State in an acceptable manner. The Contractor shall only receive payment for the actual quantities of work performed and will be paid as shown in the proposal schedule in the following manner.

All payments made shall be full compensation for all work described under this contract, as well as, all materials, labor, tools, equipment, drafting, taxes, profit, overhead, travel time, drafting, and all incidentals needed to complete the contracted work.

Payments will be made under:

Each acceptably maintained water isolation valve at the contract unit price.

Each acceptably maintained air relief valve at the contract unit price.

Item No.	Item	Unit
4	Valve Maintenance	Each (EA.)
7	Emergency Valve Closure	Labor Hour (L.H.)

OPERATION AND INSPECTION RECORD FOR AIR, GATE & HYDRANT ISOLATION VALVES

Section No.							Page No.			Valve No.		
Location:												
Make						Size			Class		Turns	
Operated/Flushed	Inspected	Type	Frozen/Leaking	Replaced	Repaired	Gate		Installed	Date		Comments	
						Open	Close		Inspection	Foreman Initials		
								mm/dd/yy	mm/dd/yy			

FORM 13-1
SAMPLE VALVE INSPECTION

-- END OF SECTION --

SECTION 14

EMERGENCY RESPONSE, REPAIR AND INVESTIGATIVE SERVICES

14.1 GENERAL - The Contractor shall provide labor, materials, tools, equipment and incidentals necessary to provide water system emergency response, repair and investigative services for the potable water system in accordance with these specifications.

14.2 WORK ARRANGEMENT – All work described in this Section are deemed unforeseen work that shall be performed on an “as-needed basis” when authorized or notified to do so by the State.

The State’s authorization or notification may come via telephone, but will be from the Airport Construction & Maintenance Superintendent, the Airport Project Manager, the Airport Facilities Maintenance Engineer, the Airport Duty Manager, or the Airport Manager. The State will not pay for work authorized by an individual that is not listed above.

Additionally, the Contractor shall be accessible and available to perform the work in this section as required by Subsection 10.3 “Minimum Contractor Qualifications.”

14.3 SCOPE OF WORK – The Contractor may receive authorization to perform investigative service any time the State deems that extra water conservation or quality control of the Airport water system is needed. The State reserves the right to set the maximum size of the Contractor’s investigative service crew at any time.

A. Investigative Service - Includes, but is not limited to:

1. Toning and/or probing to locate underground facilities
2. Searching for suspected localized leaks in the system
3. Examining claims of poor water quality
4. Inspecting construction activities on the system to ensure that the State is informed of repair details that may not have conformed to DOH, AWWA, and DOTA Construction Standards.
5. At the earliest possible date, the Contractor shall submit the following written documentation that is subject to State approval:
 - a. Date, time, and name of State’s authorization
 - b. Contractor’s crew size

- c. Contractor's starting date and time
- d. Contractor's completion date and time
- e. Detailed narrative of the findings
- f. Photos with call-outs that clarify the findings

B. Coordination Service - Includes, but is not limited to the following:

- 1. Assist the State in notifying tenants affected by valve closures
- 2. Secure the services of a firm to make necessary system repairs
- 3. Provide system data (plans, pressures, valve locations, etc.) to another party making system repairs
- 4. Performing planned valve closures and openings to facilitate construction projects

C. Potable water sampling and testing may be required to ensure the public that the Airport drinking water is potable, to investigate claims of poor water quality.

When authorized by the State, the Contractor shall obtain and transport water samples in accordance with the State of Hawaii Department of Health handling and transport standards. All water samples shall be transported to, and tested at a certified laboratory for microbiological testing. The samples shall be screened for Total Coliform through a presence/absence test. Upon positive confirmation of the presence of Total Coliform in the water, the sample shall be tested for Fecal Coliform. The Contractor shall inform the project manager of the micro laboratory results as soon as possible.

The Contractor shall submit the following documents to the State in an acceptable manner for water sampling and testing work to be accepted by the State:

- 1. Certificate stating that the sampler attended the DOH Drinking Water Monitoring Sampler's Training Workshop.
- 2. Laboratory's certification or accreditation, and the scope of their certification or accreditation.

The laboratory cost to test the samples for Total and Fecal Coliform shall be paid under the contract "repair allowance" bid item.

D. Emergency Repairs - The State may authorize the Contractor to coordinate repairs after an emergency valve closure occurs. The State reserves the right to determine the maximum size of the Contractor's crew needed for coordination service.

At the earliest possible date, the Contractor shall submit the following written documentation that is subject to State approval:

1. Date, time, and name of State's authorization
2. Contractor's crew size
3. Contractor's starting date and time
4. Contractor's completion date and time
5. Narrative of the work performed.

- E. Emergency Valve Closure - This service commands the absolute highest priority since time is of the essence.

The Contractor shall have all of their essential personnel at the job site within one (1) hour of State's notification with all equipment and knowledge needed to close only the required system valve(s) according to the State's needs. The State's notice will include a brief description on the nature and location of the system leak.

Upon proper closure of system valves, the Contractor shall:

1. Inform the State on the nature of the break, urgency of repairs, any accompanying effects, actions by other parties and results of their actions, and any other action the State may need to take to minimize property damage, as well as, ensure public safety and convenience.
2. Show the State on site plan, all areas affected by the break.
3. Provide the State with a good faith estimate of the absolute minimum repairs needed to obtain pre-break operation of the system. This work terminates after all proper valve closures, and the State assumes control of the situation; however, the Contractor shall be responsible for ascertaining that the emergency has stabilized prior to leaving the job site.
4. At the earliest possible date, the Contractor shall submit the following written documentation that is subject to State approval:
 - a. Date, time, and name of State's authorization
 - b. Contractor's crew size
 - c. Contractor's starting date and time
 - d. Contractor's completion date and time
 - e. Location of break, closed valves, and affected areas shown on the plans
 - f. Photos that may illustrate the problem(s) in a clear manner
 - g. Narrative on the nature of the break, urgency of repairs, any accompanying effects, actions by other parties and results of their actions, and any other action needed to minimize property damage, as well as, ensure public safety and convenience

- h. Minimum three (3) repair options with one option being a good faith estimate of the absolute minimum repairs needed to obtain pre-break system operation.
- F. Emergency Repair Service - Shall include, but is not limited to: replacement and/or stabilization of existing system components; repairing system leaks; flushing the system; providing potable water and sanitary needs; and other work that may be needed to address public safety and convenience. When authorized by the State, these services command a very high priority; hence, the Contractor shall immediately perform the absolute minimum amount of work needed under minimum system outage to minimize property damage, as well as, address public safety and convenience by reestablishing system operations or by applying other methods. All work shall comply with the Emergency Trouble Call provisions in Subsection 10.14, Trouble or Emergency Call.

14.4 METHOD OF MEASUREMENT – The Engineer will measure work performed by the Contractor in the following manner.

- A. Investigative Service – Time spent at the jobsite will be measured to the nearest fifteen (15) minute interval. The time spent at the jobsite shall start after the Contractor arrives on-site, and contacts the authorized State representative. The end time shall be as soon as all investigative service is completed.
- B. Coordination Service – Time spent at the jobsite will be measured to the nearest fifteen (15) minute interval. The time spent at the jobsite shall start after the Contractor arrives on-site, and contacts the authorized State representative. The end time shall be as soon as all coordination service is completed.
- C. Sampling and Testing – Each accepted test result with its accompanying accepted sample.
- D. Emergency Valve Closure – Time spent at the jobsite will be measured to the nearest fifteen (15) minute interval. The time spent at the jobsite shall start after the Contractor arrives on-site, and contacts the authorized State representative. The end time shall be as soon as all emergency valve closure work is completed.
- E. Emergency Repair Service – Time spent at the jobsite will be measured to the nearest fifteen (15) minute interval. The time spent at the jobsite shall start after the Contractor arrives on-site, and contacts the authorized State representative. The end time shall be as soon as all emergency repairs are completed.

- F. Materials, Equipment, and Unforeseen Costs – Repair materials, equipment, and other unforeseen contract costs that are not specifically covered in the contract will only be measured by the Engineer after the State receives acceptable original invoices for the respective items.

Upon receipt of the acceptable original invoices, the State will measure the respective accepted items to the nearest cent.

14.5 BASIS OF PAYMENT - Payment for the following respective items will only be made after the Contractor submits all required respective documents to the State in an acceptable manner. The Contractor shall only receive payment for the actual quantities of work performed, and will be paid as shown in the proposal schedule in the following manner.

- A. Investigative Services, Coordination Service, Emergency Valve Closure, and Emergency Repair Service – The Contractor shall be paid per Unit Price for amount of Labor Hours (L.H.) performed for each service items.
- B. Repair Allowance – The Engineer will pay for all acceptable repair materials, equipment, sample testing, and unforeseen contract costs to the cent, consolidated through the contract “Repair Allowance.”

Acceptable repair materials for payment will be allowed a 20% mark-up plus freight, and shall include all overhead, profit, taxes, and other incidental expenses. Repair materials are acceptable for payment if the material cost exceeds TEN-DOLLARS (\$10.00) per unit. All other materials are considered incidental to repair service.

Heavy equipment rental needed to perform Emergency Response, Repair and Investigative Services will be deemed acceptable repair equipment. Repair equipment is deemed acceptable for payment, if its replacement cost exceeds TWO-HUNDRED DOLLARS (\$200.00), and is not a truck that is equivalent to or smaller than 3/4-ton; otherwise, the repair equipment is deemed incidental to repair service. Upon approval of Engineer, acceptable repair equipment for payment will be allowed a 20% mark-up, and shall include all profit, taxes, overhead, and other incidental expenses.

Acceptable subcontractor reimbursement for payment will be allowed a 20% mark-up, and shall include all profit, taxes, overhead, and other incidental expenses. Use of subcontractors is contingent upon authorization by the State project manager.

All payments made shall be full compensation for all work described under this contract, as well as, all materials, labor, tools, equipment, drafting, taxes, profit, overhead, travel time, drafting, and all incidentals needed to complete the contracted work. Payments will be made under:

Item No.	Item	Unit
5	Investigative Services	Labor Hours (L.H.)
6	Coordination Service	Labor Hours (L.H.)
7	Emergency Valve Closure	Labor Hours (L.H.)
8	Emergency Repair Service	Labor Hours (L.H.)
9	Repair Allowance	Allowance

-- END OF SECTION --

SECTION 15

BACKFLOW PREVENTION EQUIPMENT MAINTENANCE

15.1 GENERAL - The Contractor shall perform annual inspection, testing, and authorized repairs as may be required on various backflow prevention (BFP) devices installed throughout the Kalaeloa Airport (JRF) complex. The aforementioned functions shall be collectively and singularly referred to as maintenance of the various backflow prevention devices in use at JRF. The BFP devices shall be "maintained" in accordance with these specifications with emphasis on the annual testing of backflow prevention equipment. All work shall be performed by the contractor to cause the least interference with the airport operations. At present, there are twelve (12) BFP devices in service at JRF.

15.2 EXECUTION OF MAINTENANCE WORK – Backflow Prevention work as described in this Section shall require strict coordination with Airport Management and Operations.

- A. WORK DAYS shall be week days only, Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Project Manager.
- B. WORK HOURS - The Contractor shall work between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. No work shall be performed on weekends and on State holidays unless authorized by the Project Manager.
- C. The Contractor shall submit to the State a detailed work schedule showing the completion of this work within 120-days after the State's Notice to Proceed. Work schedule shall be subject to State approval and shall be submitted within two (2) weeks of the State's Notice to Proceed. Once the Contractor's schedule is approved by the State, the Contractor shall strictly adhere to said schedule, and no deviations will be allowed unless the State grants written approval at least two (2) weeks prior to the start date of the previously approved schedule.

No scheduled maintenance services shall be conducted during off hours unless specifically approved by the State, and no additional compensation will be allowed for such scheduled maintenance services.

15.3 SCOPE OF WORK

- A. Inspection - Shall be limited to locating devices to be tested, verifying the applicability of the devices, and preparing the devices for testing (exercising the valves, etc.). All work associated with inspections shall be considered incidental to the testing devices. Any discrepancies which would preclude the proper testing shall be brought to the attention of the State for corrective action. Any corrective action which would take less than eight (8) man-hours of labor to accomplish shall be considered incidental to inspection services. Any parts/materials required to modify a device(s) before testing which cost in excess of \$20.00 per device or combination thereof at a flow control point shall be paid for from the contingency account of the appropriate bid item. Records of any tests, repairs and overhauls shall be recorded on form 15-1, Backflow Test Results.

- B. Testing - Procedures shall be conducted in accordance with State of Hawaii Administrative Rules, Title 11, Chapter 21. In addition, the Contractor must obtain written permission from the Airport Manager seven (7) days prior to shutting down the water system for testing. The Contractor's request must indicate the time/duration of testing and a description of areas (services and equipment) which will be affected. Should a device fail to meet the established standards, the State shall be notified immediately to assess the potential of contamination problems. If the device can be made to function properly within two (2) man-hours, the work (bleeding, cleaning/replacing of valve seats, etc.) shall be incidental to testing. Parts and labor required over two (2) man-hours under provisions for repairs shall be paid for as trouble call hours as authorized by the Project Manager.

Currently, Kalaeloa Airport water system is managed by Hawaii Water Service. Six (6) BFP devices are monitored by Hawaii Water Service and annual test reports shall be submitted on Hawaii Water Service BFP test forms. In addition, six (6) In-house BFP devices shall be submitted on Form 15-1. All completed test reports shall be submitted to Project Manager for approval.

- C. Repair Services - In case of mechanical failure or malfunction of the backflow prevention devices for any cause, the Contractor shall be subject to call by the State. The Contractor shall furnish the State with telephone contact numbers through which the Contractor can be called by the State 24 hours a day, seven (7) days of the week. It is anticipated that 25 Labor hours and \$5,000.00 in repair allowance is needed annually for this effort.
1. Replacement of Parts - The Contractor shall repair or replace defective parts of the backflow prevention devices with new parts as necessary for proper operation.
 2. All replacement parts shall be compatible with the backflow system and shall be of current design to minimize obsolescence. Where necessary, parts shall be of the original system manufacturer to maintain system integrity and serviceability.
 3. Parts which are specifically called for in the scheduled maintenance service work in the Contract shall be provided at no additional cost to the State. Labor cost for removing and replacing parts during the course of scheduled maintenance service work is considered incidental to the Contractor's bid prices for such services and no additional payment will be made for such labor.
 4. Replacement parts required for repair/maintenance due to natural disaster, vandalism, normal wear or parts not covered under any specific provisions of this contract shall be reimbursable by having the vendor's invoiced cost for parts and shipping, exclusive of tax, marked up by 20%. All payment requests shall be submitted with a copy of the original invoices.

15.4 LIQUIDATED DAMAGES

Failure to complete the scheduled services within the time specified, liquidated damages shall be assessed to the Contractor for each and every calendar day delay beyond the completion date. The amount of liquidated damages will be as specified in Section 10.16 for each calendar day beyond the scheduled date for each item.

15.5 METHOD OF MEASUREMENT – The Engineer will measure work performed by the Contractor in the following manner.

- A. Inspection and testing of backflow preventer – Each backflow preventer that is inspected, tested, and certified (inclusive of submitted test report).
- B. Repair of backflow preventer – Shall be separated to trouble call labor hours and repair allowance to repair each backflow device as authorized by the State.
- C. Trouble Call – Trouble calls hours constitute labor hours spent to respond to an alarm. Time spent at the jobsite will be measured to the nearest fifteen (15) minute interval. The time spent at the jobsite shall start after the Contractor arrives on-site and contacts the authorized State representative. The end time shall be as soon as all emergency repairs are completed. No separate payment will be made; the compensation for such respective work shall be deemed to be consolidated in the Unit Price Bid for “Trouble Call Hours.”
- D. Repair Allowance – No separate payment will be made; the compensation for all repair materials, equipment, standby inventory equipment and other unforeseen contract costs shall be deemed to be consolidated in the Unit Price Bid for “Repair Allowance.” Upon receipt of the acceptable original invoices, the State will measure the respective accepted items to the cent. Acceptable repair materials for payment will be allowed a 20% mark-up plus freight, and shall include all overhead, profit, taxes, and other incidental expenses. Repair materials are acceptable for payment if the material cost exceeds FIVE-DOLLARS (\$5.00) per unit. All other materials are considered incidental to repair service. Acceptable repair equipment for payment will be allowed a 20% mark-up, and shall include all profit, taxes, overhead, and other incidental expenses. Repair equipment is deemed acceptable for payment if its replacement cost exceeds ONE-HUNDRED DOLLARS (\$100.00), and it is not a truck that is equivalent to or smaller than 3/4-ton; otherwise, the repair equipment is deemed incidental to repair service. Acceptable subcontractor reimbursement for payment will be allowed a 10% mark-up, and shall include all profit, taxes, overhead, and other incidental expenses. The use of subcontractors is contingent upon authorization by the project manager.

15.6 BASIS OF PAYMENT – Payment for the following respective items will only be made after the Contractor submits all required respective documents to the State in an acceptable manner. The Contractor shall only receive payment for the actual quantities of work performed and will be paid as shown in the proposal schedule in the following manner.

- A. Inspection and testing of backflow preventer – The Engineer will pay for each completed Backflow Prevention Assembly Test Report submitted to State at the contract unit price. Test report will serve as proof backflow preventer device has inspected and tested by the Contractor.
- B. Repair of backflow preventer – The Engineer will pay Contractor based on the Labor Hours (L.H.) and materials for each backflow preventer that is repaired. Time will be compensated through “Trouble Call” labor hours unit price bid while materials and other expenses (including subcontractors) shall be paid through the “Repair Parts – BFP Devices” Allowance.

All payments made shall be full compensation for all work described under this contract, including all labor, materials, and incidentals costs needed to complete the contracted work. Payments will be made under:

<u>Item</u>	<u>Contract Pay Item</u>	<u>Unit</u>
10	10” Backflow Prevention Device	Each (EA)
11	8” Backflow Prevention Device	Each (EA)
12	4” Backflow Prevention Device	Each (EA)
13	2-1/2” Backflow Prevention Device	Each (EA)
14	2” Backflow Prevention Device	Each (EA)
15	3/4” Backflow Prevention Device	Each (EA)
16	Regular Working Hours Trouble Call BFP Repair Work	Labor Hours (L.H.)
17	Repair Parts - BFP Devices	Allowance

DEPARTMENT OF TRANSPORTATION – AIRPORTS DIVISION
BACKFLOW PREVENTION DEVICE TEST FORM

300 Rodgers Blvd, #12, 5th Floor
Contract Maintenance Office

Fax: (808) 836-6469

ASSEMBLY OWNER: ADDRESS: ASSEMBLY LOCATION	ACCOUNT NO: _____ SERIAL NO: _____ TYPE: _____ MAKE/MODEL: _____ SIZE (INCHES): _____
--	---

INITIAL TEST:	REDUCED PRESSURE PRINCIPLE ASSEMBLY			PRESSURE VACUUM	
PASS _____ FAIL _____ LINE PRESSURE _____ Psid	DOUBLE CHECK VALVE ASSEMBLY			AIR INLET Opened at _____ Psid Did Not Open []	CHECK VALVE Tight [] Check Held at _____ Psid Leak []
	CHECK VALVE 1	CHECK VALVE 2	DIFFERENTIAL RELIEF VALVE. Opened at _____ Psid Did Not Open []		
	Tight [] _____ Psid Leak []	Tight [] _____ Psid Leak []			
REPAIRS:	CLEANED [] Disc Spring Guide Module Seat Hinge Pins Other	CLEANED [] Disc Spring Guide Module Seat Hinge Pins Other	CLEANED [] Disc Spring Guide Module Seat Diaphragms Other	CLEANED [] Disc Spring Float Module Poppet Other	CLEANED [] Disc Spring Guide Module Seat Hinge Pins Other
FINAL TEST:	Tight []	Tight []	Opened at _____ Psid	Opened at _____ Psid	Tight [] Check Held at _____ Psid
PASS [] FAIL []	RP _____ Psid				

Malfunctioning Assemblies should be Repaired or Replaced Immediately. (circle action taken)

Does this assembly isolate the entire property? Yes [] No [] Undetermined []

COMMENTS: _____

THE ABOVE REPORT IS CERTIFIED TO BE TRUE

INITIAL TEST BY _____ COMPANY _____ REPAIRED BY _____ DATE _____ By Contractors Licensing Rules, only Licensed Contractors/Plumbers can repair the assembly FINAL TEST BY _____ COMPANY _____ ASSM. OWNER SIGNATURE _____	CERTIFIED TESTER NO. _____ INITIAL TEST DATE _____ COMPANY/LIC. NO. _____ CERTIFIED TESTER NO. _____ FINAL TEST DATE _____ BACKFLOW ID NO. _____
---	---

BACKFLOW TEST RESULTS
FORM 15-1

-- END OF SECTION --

SECTION 16

MONITORING AND MAINTENANCE OF SEWER PUMP STATION

16.1 GENERAL REQUIREMENTS - The Contractor shall monitor and maintain four (4) semi positive displacement pumps stations, one (1) oil water separator and appurtenances at the Kalaeloa Airport (JRF). All work is subject to the requirements of Sections 1 to 9 inclusive, and Section 10. See location of pump stations and oil water separator on Exhibit D-3.

16.2 PERSONNEL SKILL AND QUALIFICATIONS

- A. Contractor Qualifications – The Contractor shall have at least a valid State of Hawaii Specialty Contractor’s “C-37” Plumbing Contractor AND a minimum of at least three (3) years experience (prior to bid opening date) in the operation and maintenance of wastewater pump and sump pump stations of the capacity and complexities of the stations covered by these specifications.
- B. Personnel Qualifications – Prospective bidders must be able to produce, upon request, documented operation and maintenance experience to substantiate their claims of experience required by Subsection 10.3.B. In addition, personnel performing the work must obtain an Airport Vehicle Operator’s Permit before being assigned to the project. Falsification of personnel qualifications shall constitute a major breach of this contract.

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

Where specified herein, the Contractor shall maintain the service log book by daily update of the log (to be kept at the individual sump pump stations for inspection by the State at all times). Minimum information shall include date, time in/out, name of person performing the work, status of equipment/facility (including grounds), corrective actions taken, abnormal conditions, data as daily volume of wastewater pumped, motor/pump running time, pump pressures, and other available data that identifies the operating condition of the station. In addition, should the Contractor be at the station in response to a trouble call or alarm, the log entry shall also include the name of the individual placing a trouble call. Service “check” sheets (Form 16-1) may be used only to supplement the log book update activity, however, all information must be kept in the station at all times. The State must approve of the use and content of the Contractor’s “check” sheets. Whenever a wastewater pump station is entered, an entry should be made in the log book unless all activity is confined outside of the station in the yard area. All quarterly, semi-annual, and annual reports should provide a clear picture of the status and condition of the pump station or sump pumps plus a full record of all the

work that has been performed since the previous report was issued. A copy of each report shall be turned in for review by State Maintenance Superintendent and Project Manager.

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

16.4 MONITORING AND MAINTENANCE – The contractor shall provide the following services at the following intervals:

- A. Wastewater semi-positive displacement pumps – The periodic maintenance service for four (4) wastewater duplex pumps and one (1) oil water separator at Straube Aircraft (Building 1116) are described below:
 - 1. Weekly
 - a. Visual inspection of all components, including opening the wet well cover for inspection, removal and disposal of debris to preclude excessive build-up of matter, which could cause the pumps to malfunction.
 - b. Check operating readiness of components (manual and automatic controls, floats, power availability, etc.) and test run the equipment (pump down wet well).
 - c. Update service log book (Subsection 16.3).
 - d. Report abnormal conditions and impending problems to the State.

2. Monthly

- a. Hose down wet well with fresh water.
- b. Clean floats, lubricate pump, and make all adjustments to equipment as necessary for proper operation.
- c. Amp motors to verify proper operation of motors.
- d. Clean entire station of rubbish and dust.
- e. Update Service log book (Subsection 16.3).
- f. Report abnormal conditions and impending problems to the State.

3. Quarterly (Notify State Maintenance Superintendent in advance)

- a. A status report listing current status of all equipment on all wastewater semi positive displacement pumps must be submitted quarterly. This report shall also include a complete listing of all service and repair work performed during the previous quarter.
- b. Exercise isolation valves and verify proper operation.
- c. Fill wet well with water to test proper operation of the automatic controls.
- d. Update service log book (Subsection 16.3).
- e. Report abnormal conditions and impending problems to the State.

4. Semi-annually (Notify State Maintenance Superintendent in advance)

- a. The walls of the wet well interior shall be cleaned with high pressure water or scraped.
- b. Exercise and service check valves.
- c. Remove all dirt and other accumulated material from the entire sump basin and dispose off the airport premises.
- d. Update service log book (Subsection 16.3).
- e. Report abnormal conditions and impending problems to the State.

5. Annually (Notify State Maintenance Superintendent 3 days in advance)
 - a. Megger motors, record readings in service log, clean all switches and contacts in motor control circuit.
 - b. Submit annual report listing the current status of all equipment associated with the sump pumps and containing a complete list of all repair and service work completed on all sump pump equipment during the previous year.

B. Emergency Repair Service

The Contractor shall have all of their essential personnel at the job site within one (1) hour of State's notification with all equipment and knowledge needed to close only the required system valve(s) according to the State's needs. The State's notice will include a brief description on the nature and location of where the system has been compromised.

Upon proper closure of system valves, the Contractor shall:

1. Inform the State on the nature of the system failure, urgency of repairs, any accompanying effects, actions required by other parties and results of their actions, and any other action the State may need to take to minimize property damage, as well as, ensure public safety and convenience.
2. Show the State on plan, all areas affected.
3. Provide the State with a good faith estimate of the absolute minimum repairs needed to obtain normal operation of the system. This work terminates after all proper valve closures and system shut downs, and the State assumes control of the situation; however, the Contractor shall be responsible for ascertaining that the emergency has stabilized prior to leaving the job site.
4. At the earliest possible date, the Contractor shall submit the following written documentation that is subject to State approval:
 - a. Date, time, and name of State's authorization.
 - b. Contractor's crew size.
 - c. Contractor's starting date and time.
 - d. Contractor's completion date and time.

- e. Location of break, closed valves, and affected areas shown on the Exhibits D-1, D-2 or D-3 plans.
- f. Photos that may illustrate the problem(s) in a clear manner.
- g. Narrative on the nature of the break, urgency of repairs, any accompanying effects, actions by other parties and results of their actions, and any other action needed to minimize property damage, as well as, ensure public safety and convenience.
- h. Minimum three (3) repair options with one option being a good faith estimate of the absolute minimum repairs needed to obtain pre-break system operation.

Time spent at the jobsite will be measured to the nearest fifteen (15) minute interval. The time spent at the jobsite shall start after the Contractor arrives on-site, and contacts the authorized State representative. The end time shall be as soon as all emergency repairs are completed.

- C. Materials, Equipment, and Unforeseen Costs – Repair materials, equipment, and other unforeseen contract costs that are not specifically covered in the contract will only be measured by the Engineer after the State receives acceptable original invoices for the respective items.

Upon receipt of the acceptable original invoices, the State will measure the respective accepted items to the nearest \$0.01.

Acceptable repair materials for payment will be allowed a 20% mark-up plus freight, and shall include all overhead, profit, taxes, and other incidental expenses. Repair materials are acceptable for payment if the material cost exceeds FIVE-DOLLARS (\$5.00) per unit. All other materials are considered incidental to repair service.

Acceptable repair equipment for payment will be allowed a 15% mark-up, and shall include all profit, taxes, overhead, and other incidental expenses. Repair equipment is deemed acceptable for payment if its replacement cost exceeds ONE-HUNDRED DOLLARS (\$100.00), and it is not a truck that is equivalent to or smaller than 3/4-ton; otherwise, the repair equipment is deemed incidental to repair service.

Acceptable subcontractor reimbursement for payment will be allowed a 10% mark-up, and shall include all profit, taxes, overhead, and other incidental expenses. The use of subcontractors is contingent upon authorization by the project manager.

16.5 LIQUIDATED DAMAGES - For failure to complete the scheduled monthly, quarterly, semi-annual or annual maintenance services within the time specified, liquidated damages shall be assessed to the Contractor for each and every calendar day's delay beyond the completion date. The amount of liquidated damages for each calendar day's delay shall be in accordance with Section 10.16 Liquidated Damages for each calendar day's delay per item.

All State liabilities arising from damages caused by the delay in emergency or trouble call response are as follows: One Hundred Dollars (\$100.00) for each Fifteen (15) minute time interval or fraction thereof that the Contractor fails to respond as specified. This is to cover damages in the event the Contractor fails to respond on time.

16.6 BASIS OF PAYMENT – Payment for the following respective items will only be made after the Contractor submits all required respective documents to the State in an acceptable manner. The Contractor shall only receive payment for the actual quantities of work performed and will be paid as shown in the proposal schedule in the following manner.

- A. Inspection and Maintenance – The Engineer will measure and pay for the periodic monitoring and maintenance of the pump system at the contract unit price.
- B. Emergency Repair Service - The Engineer will pay for the accepted emergency repair work at the contract unit price for Emergency Repair Service.
- C. Repair Parts Allowance – The Engineer will pay for all acceptable repair materials, equipment, and unforeseen contract costs to the cent, paid through the contract allowance.

All payments made shall be full compensation for all work described under this contract, including all materials, labor, tools, equipment, taxes, profit, overhead, travel time, and all incidentals needed to complete the contracted work. Payments will be made under:

<u>Item</u>	<u>Contract Pay Item</u>	<u>Contract Unit Price</u>
18	Weekly Maintenance	Each (EA)
19	Monthly Maintenance	Each (EA)
20	Quarterly Maintenance	Each (EA)
21	Semi-Annual Maintenance	Each (EA)
22	Annual Maintenance	Each (EA)
23	Emergency Repair Service	Labor Hours (L.H.)
24	Repair Parts	Allowance

				Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	
Weekly																														
Inspection of all components and wet well																														
Removal and Disposal of excessive debris																														
Check components for operating rediness																														
Test run equipment																														
Report abnormal conditions and problems to State Maintenance Superintendent or Project Engineer																														
Monthly																														
Hose down wet well with fresh water																														
Clean Floats																														
Verify proper operation of check valves																														
Amp motors to verify proper operation of pumps																														
Adjust equipment for proper operation																														
Clean entire station of rubbish and dust																														
Quarterly (Schedule with State)																														
Exercise isolation valves																														
Fill wet well with water to test automatic controls																														
Semi-Annually (Schedule with State)																														
Wet well walls pressure washed or scraped																														
Exercise and service check valves																														
Remove and Dispose of debris from entire wet well																														
Annually (Schedule with State)																														
Megger motors and record readings																														
Clean switches and contacts in motor control center																														

SEWER PUMP CHECK SHEET
FORM 16-1

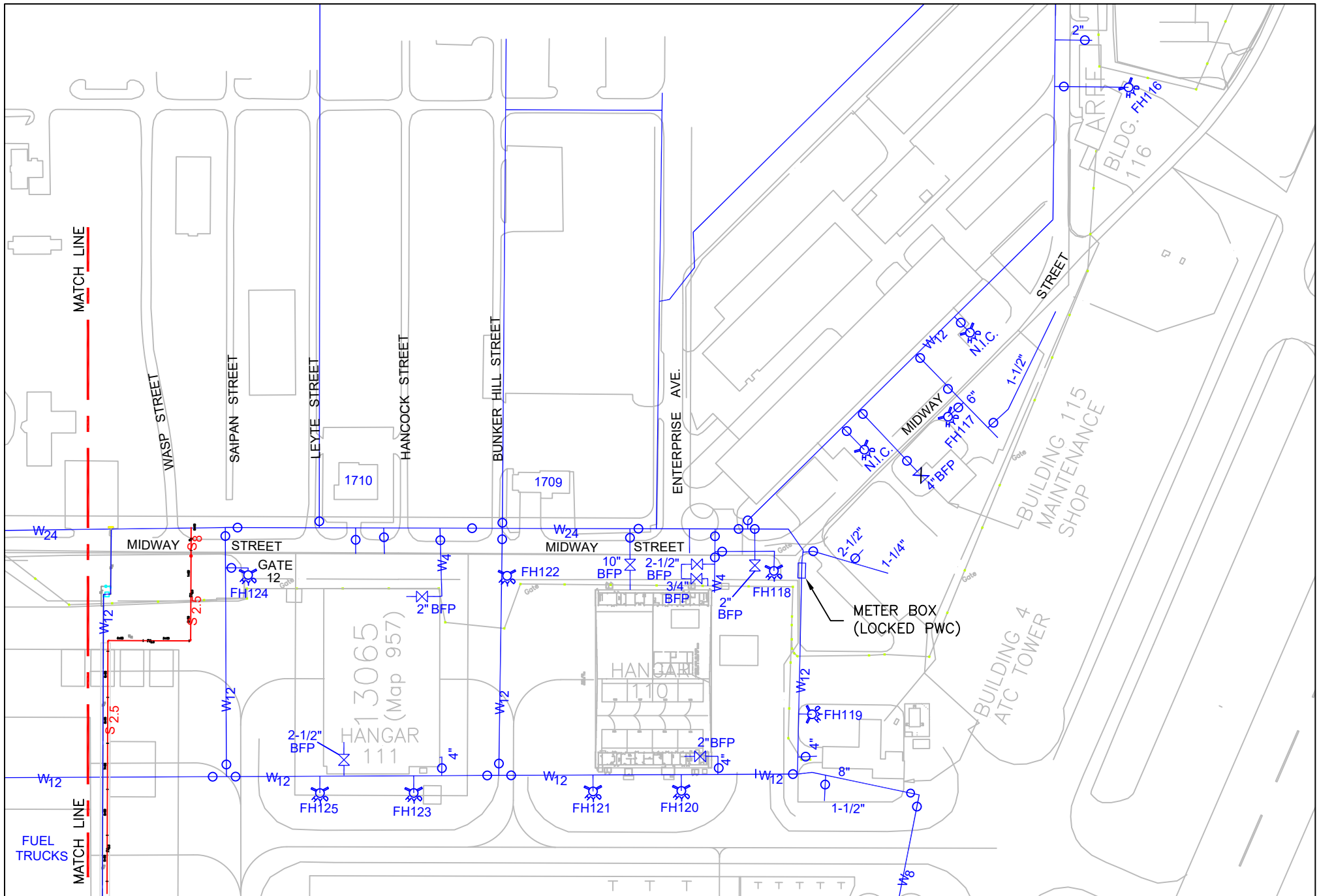
Monitoring and Maintenance of Potable Water
System and Sewer System at Kalaeloa Airport
State Project No. BO4721-73

Monitoring and Maintenance of Sanitary
Sewer Pump Station
5/11/2026

-- END OF SECTION --

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII
AIRPORTS

EXHIBITS

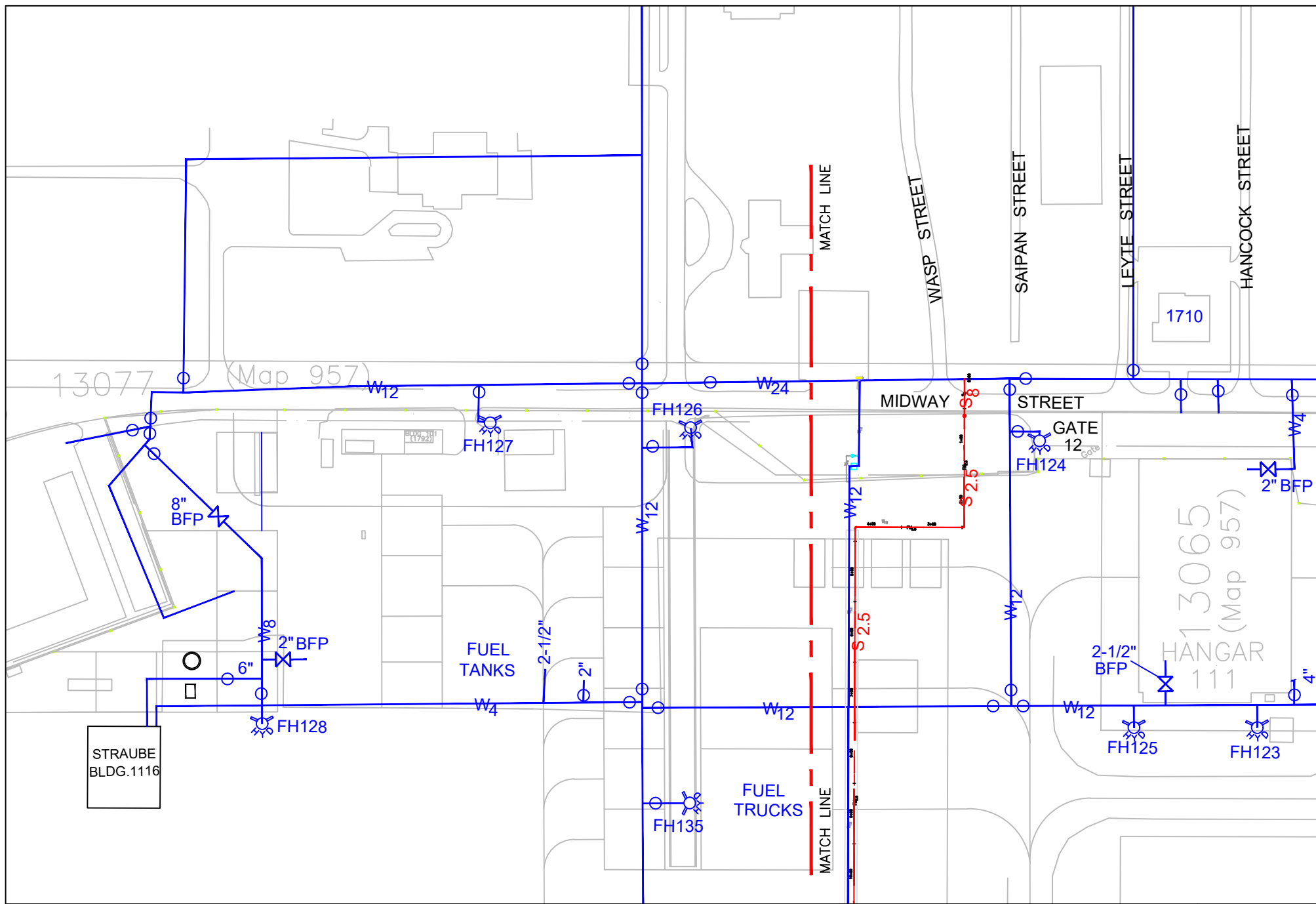


MONITORING AND MAINTENANCE OF POTABLE WATER SYSTEM AND SEWER SYSTEM OAHU DISTRICT • KALAELOA AIRPORT

B04721-73
WATER SYSTEM
HANGAR 111 TO ARFF

DRAWING BY: D. EBESUNO
APPROVED:
PROJECT NO.: B04721-73
DATE: 6/29/2026

D-1

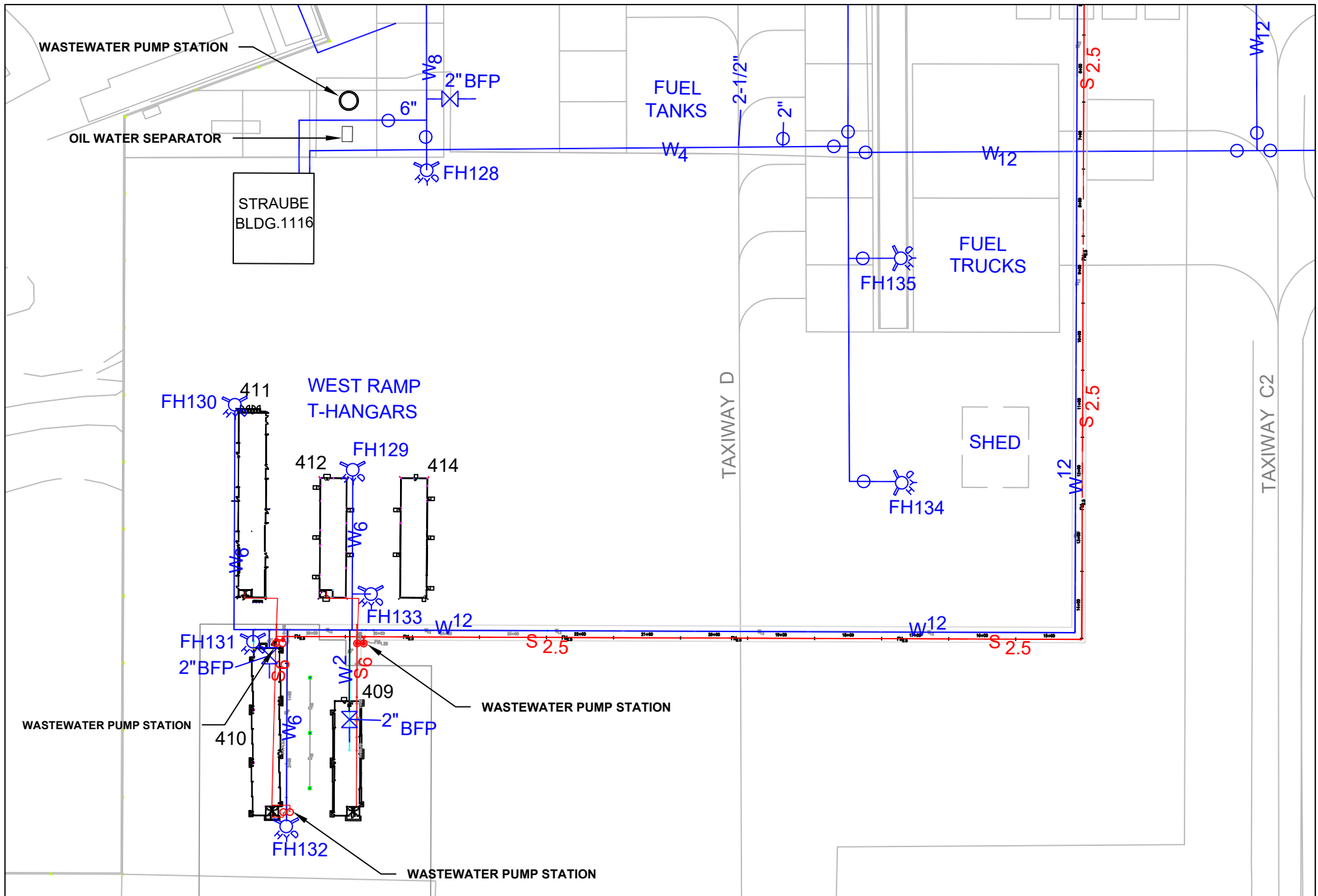


**MONITORING AND MAINTENANCE OF POTABLE
WATER SYSTEM AND SEWER SYSTEM**
OAHU DISTRICT • KALAELOA AIRPORT

BO4721-73
WATER SYSTEM
STRAUBE TO HANGAR111

DRAWING BY: D. EBESUNO
APPROVED:
PROJECT NO.: BO4721-73
DATE: 6/29/2026

D-2



**MONITORING AND MAINTENANCE OF POTABLE
WATER SYSTEM AND SEWER SYSTEM**
OAHU DISTRICT • KALAELOA AIRPORT

B04721-73
WATER SYSTEM
WEST RAMP T-HANGARS

DRAWING BY: D. EBESUNO
APPROVED:
PROJECT NO.: B04721-73
DATE: 6/29/2026

D-3

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROJECT: MONITORING AND MAINTENANCE OF POTABLE
WATER SYSTEM AND SEWER SYSTEM
AT KALAELOA AIRPORT
KAPOLEI, OAHU, HAWAII

PROJECT NO.: BO4721-73

TERM OF CONTRACT: TWELVE (12) MONTH period beginning on the date indicated
on the Notice to Proceed from the State, unless extended by
mutual agreement as provided for in Subsection 10.5 of these
Specifications.

LIQUIDATED DAMAGES: Reference Subsection 10.16 of the Specifications.

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

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

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

Dear Sir:

The undersigned bidder declares the following:

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

The undersigned bidder further agrees to the following:

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

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

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

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

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

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

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

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

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

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

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

PREFERENCES

Bidders acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

() Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.



STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

- (1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

- (2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;
- (3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and
- (4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

Signature of Authorized Officer

Print Name and Title

Date

PROPOSAL SCHEDULE

MONITORING AND MAINTENANCE OF POTABLE WATER SYSTEM AND SEWER SYSTEM AT KALAELOA AIRPORT PROJECT NO. BO4721-73

BID ITEM NO.	DESCRIPTION	QTY. (A)	UNIT	UNIT PRICE (B)	AMOUNT (A)x(B)
<u>WATER SYSTEM PROPOSAL SCHEDULE</u>					
1	Hydrant Maintenance	20	EA	\$	\$
2	Hydrant Flow Testing	20	EA	\$	\$
3	System Flush	Allow	Allow	Allowance	\$15,000.00
4	Valve Maintenance	55	EA	\$	\$
5	Investigative Service	25	L.H.	\$	\$
6	Coordination Service	25	L.H.	\$	\$
7	Emergency Valve Closure	25	L.H.	\$	\$
8	Emergency Repair Service	80	L.H.	\$	\$
9	Repair Allowance	Allow	Allow	Allowance	\$25,000.00
<u>BACKFLOW PREVENTION PROPOSAL SCHEDULE</u>					
10	10" Backflow Prevention Device	1	EA	\$	\$
11	8" Backflow Prevention Device	1	EA	\$	\$
12	4" Backflow Prevention Device	1	EA	\$	\$
13	2-1/2" Backflow Prevention Device	2	EA	\$	\$

PROPOSAL SCHEDULE

MONITORING AND MAINTENANCE OF POTABLE WATER SYSTEM AND SEWER SYSTEM AT KALAELOA AIRPORT PROJECT NO. BO4721-73

BID ITEM NO.	DESCRIPTION	QTY. (A)	UNIT	UNIT PRICE (B)	AMOUNT (A)x(B)
14	2" Backflow Prevention Device	6	EA	\$	\$
15	3/4" Backflow Prevention Device	1	EA	\$	\$
16	Regular Working Hours Trouble Call – BFP Repair Work	40	L.H.	\$	\$
17	Repair Parts – BFP Devices	Allow	Allow	Allowance	\$15,000.00
SEWER SUMP PUMP PROPOSAL SCHEDULE					
18	Weekly Maintenance	52	EA	\$	\$
19	Monthly Maintenance	12	EA	\$	\$
20	Quarterly Maintenance	4	EA	\$	\$
21	Semi Annual Maintenance	2	EA	\$	\$
22	Annual Maintenance	1	EA	\$	\$
23	Emergency Repair Service	80	L.H.	\$	\$
24	Repair Parts	Allow	Allow	Allowance	\$20,000.00
TOTAL AMOUNT FOR COMPARISON OF BIDS					\$

PROPOSAL SCHEDULE

MONITORING AND MAINTENANCE OF POTABLE WATER SYSTEM AND SEWER SYSTEM AT KALAELOA AIRPORT PROJECT NO. BO4721-73

Proposal Schedule Notes:

- 1) Bids shall include all Federal, State, County and other applicable taxes and fees.
- 2) The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
- 3) Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
- 4) If a discrepancy occurs between unit bid price and the bid price, unit price shall govern.
- 5) **Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO.**

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

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

- 6) Submission of a proposal is a warranty that the bidder is fully aware of all conditions to be encountered in performing the work and all requirements of the bid specifications.
- 7) Bidder shall be paid for repair parts or actual work performed as directed by the Engineer for Allowance items. Any unused Allowance funds shall be returned to the State.
- 8) The State reserves the right to reject any and or all Proposals and to waive any defects in the best interest of the State.
- 9) If the project exceeds the funds available, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, to further reduce the scope of work and award a contract thereafter.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII
AIRPORTS

FORMS

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CONTRACT

THIS AGREEMENT, made this day _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as “STATE”, and «CONTRACTOR», «STATE_OF_INCORPORATON» whose business/post office address is «ADDRESS», hereinafter referred to as “CONTRACTOR”;

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

Total Amount for Comparison of Bids.....\$«BASIC_NUMERIC»

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

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

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

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

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

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

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

Signature

Print name

Print Title

Date

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for

_____, it will fulfill the following conditions:

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

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

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

DATED at _____, this ____ day of _____, 20____.
(City, State)

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 _____