

**PERFORMANCE WORK STATEMENT  
FOR  
OIL WATER SEPARATOR INSPECTION AND MAINTENANCE  
FOR CSMS#1 AND BLDG. 30 KALAELOA**

**PERFORMANCE WORK STATEMENT  
FOR  
OIL WATER SEPARATOR INSPECTION AND MAINTENANCE FOR  
COMBINED SUPPORT MAINTENANCE SHOP #1 AND BLDG. 30 KALAELOA**

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**1. DESCRIPTION OF SERVICES.** Inspect, service and provide ~~quarterly~~ annual preventive maintenance for six (6) oil water separator (OWS) or oil interceptor (OI) systems, and follow all State, Federal, and local regulations. The contractor shall provide all parts, labor, components, materials, equipment, personal protective equipment (PPE), management, supervision, technical expertise, tools, and transportation necessary to perform the inspection, maintenance, and service requirements.

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**1.1** Contractor shall conduct and document ~~two (2) annual inspections, and perform a minimum of two (2) cleanings at each OWS and OI for Bldg. 117 Combined Support Maintenance Shop (CSMS #1), and one (1) annual inspection and cleaning at each OWS and OI for Bldg. 30.~~ Services shall be performed in accordance with manufacturers' recommended procedures and original equipment manufacturer (OEM) standards.

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**1.2 OWS INSPECTION PROCEDURES.** Inspections conducted by the contractor shall include at a minimum:

- i. Visual examination of the area served by the OWS for evidence of spills or leaks
- ii. Inspection of the point of discharge (i.e. sewer manhole) for evidence of petroleum bypassing the OWS.
- iii. Inspect drains for any signs of unauthorized substances entering the OWS
- iv. Examine the OWS for signs of leaks or any malfunction
- v. ~~Examine operation of oil level sensor (DELETED)~~
- vi. Examine purge valves for proper operation
- vii. ~~Test alarms for containment tank and OWS (DELETED)~~
- viii. ~~Test controls and alarm system including valve operation (DELETED)~~
- ix. Take following measurements to benchmark function of the OWS:
  - a) Distance from rim of access cover to bottom of structure
  - b) Distance from rim of access cover to top of sludge layer
  - c) Depth of sludge layer (c = a-b)
  - d) Distance from rim of access cover to the oil/water interface
  - e) Distance from rim of access cover to the top of the liquid surface
  - f) Depth of oil layer (f=d-e)

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**1.3 OWS CLEANING PROCEDURES.** Cleaning of the OWS is required when there has been a spill to the OWS that exceeds ten gallons of oil, one gallon of detergent or solvent, or any material prohibited by the owner of the sanitary sewer. Cleaning is also required when the levels of accumulated sludge and/or oil meet the manufacturer's recommended levels of cleaning. The following guidelines for determining when to clean:

- i. When sludge accumulates to 25% of the wetted height of the separator compartment; or
- ii. When oil accumulates to 5% of the wetted height of the separator compartment; or

iii. When 75% of the retention capacity of the OWS is filled.

Cleaning should be performed a minimum of once per year. When cleaning is required, it shall be performed by licensed OWS maintenance companies. Materials removed from the OWS must be disposed of in accordance with all State, Federal, and local regulations. Contractor shall clean up any spillage during pumping or transporting operations at no additional cost to the Government. OWS shall be backfilled (as needed) with clean water to the appropriate levels following pumping service. Use of the facilities solid waste container(s) is prohibited.

1.3.1 The contractor will test the waste oil for Toxicity Characteristic Leaching Procedure (TCLP) of the eight (8) Heavy Metals. If the concentrations are at or above the following listed concentrations, the waste oil shall be treated as Hazardous waste (HW).

Lead	5.0 mg/L
Barium	100.0 mg/L
Cadmium	1.0 mg/L
Chromium	5.0 mg/L
Arsenic	5.0 mg/L
Mercury	0.2 mg/L
Selenium	1.0 mg/L
Silver	5.0 mg/L

1.3.2 Hazardous Waste. If concentrations of TCLP are tested at above the concentrations listed in 1.3.1 than the Contractor shall manage the waste oil as HW. The Contractor shall provide HW Transporter and Disposal Services (which is on the DLA Approved Contractor List), record, prepare, document, and maintain cradle-to-grave disposal records for HW shipment from the site of origin to a designated CONUS Treatment Storage and Disposal Facility (TDSF).

- The Contractor will be responsible for packaging, loading, blocking, and bracing of all HW in the container provided by the contractor within 4 hours of arrival
- The Contractor will provide a completed Manifest for shipment
- The Contractor shall sign as "Transporter 1" on the HW Manifest (EPA Form 8700-22) prepared by the Contractor and the Government will sign as Generator.
- The Contractor shall document and track the complete transport of HW to final CONUS HW TDSF in accordance with DOT/EPA regulations, DOD instructions and file return manifests to the Government within 60 days.
- The Contractor shall provide an electronic .PDF copy of the completed HW manifest to the Government and maintain for record all HW manifest .PDF copies for not less than 3 years in accordance with 40 CFR 260-279
- The Contractor shall ensure all documents tracking the transport of HW to final HW TDSF are accurate and complete.
- The Contractor shall track and determine the location of the shipment at all times.
- Performance Standard:

- CONUS HW TSDF – for disposal of the HW product inside the container. The container shall meet all federal and state specifications required for the shipment of the HW
- The Contractor shall provide a driver that is licensed as CDL with “H” endorsement to transport container to a licensed over ocean HW Transporter
- The Contractor shall coordinate/arrange with a licensed over ocean HW Transporter to deliver container to CONUS
- The Contractor shall arrange with a licensed CONUS HW Transporter to pick up/deliver container from CONUS port to designated HW TSDF for the disposal of the HW product within the container and provide to the Government a certificate of disposal

**1.4 DOCUMENTATION OF CLEANING AND SERVICE.**

The operator of the premises where the OWS is located shall be provided all documentation of inspection and servicing. ~~A copy shall be sent to the R&M Engineer for the State of Hawaii Department of Defense.~~ The documentation shall include the date and type of all inspections, service, and maintenance performed in connection with the OWS. Additional documentation shall include: the identity of the inspector, and record of the amount of residue removed from the OWS each time it was cleaned, and how removed materials were disposed. Contractor to fill out ‘Pretreatment Device Maintenance Log’ for each device, the Pretreatment Device Maintenance Log is located with the facility manager of each site.

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**1.5 CONTRACTOR FURNISHED ITEMS.** The contractor shall provide all parts, labor, components, materials, equipment, personal protective equipment (PPE), management, supervision, technical expertise, tools, and transportation necessary to perform the inspection, maintenance, and service requirements.

**1.6 COORDINATION OF SCHEDULE.** Schedule service with the R&M Engineer at least 5 work days prior to inspection and/or cleaning. The Contractor will be notified by the R&M Engineer of any changes to the schedule. There will be two (2) annual maintenance and service cleaning to be scheduled for October 2018, ~~January 2019, April 2019, and July~~ September 2019 for Bldg. 117 CSMS #1, and one annual maintenance and service cleaning for Bldg. 30 to be scheduled for September 2019.

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**1.7 WORK SITE CLEANUP AND DISPOSAL OF WASTE.** Remove and dispose of all debris/waste at the end of the workday from work site.

**1.8 BUSINESS RELATIONS.** The contractor shall partner with the Government to resolve all issues and conflicts.

**1.9 R&M ENGINEER/ GOVERNMENT POINT OF CONTACT.** The R&M Engineer is Mr. Franklin Lung, Department of Defense Engineering Office (808) 733-4250

## 2. SPECIAL PROVISIONS:

**2.1 QUALITY CONTROL.** Responsible for quality control of all work performed under this contract to assure the requirements of the contract are provided as specified.

**2.2. QUALITY ASSESSMENT.** Contractor's performance will be checked after the completion of all repair requirements.

**2.3. HOURS OF OPERATION.** Perform work during Government's normal working hours, 8:00 a.m. – 4:00 p.m., Monday through Friday, excluding Federal and State holidays. In no event shall the Contractor perform work outside the normal working hours without obtaining written approval.

### 3.0 TIME:

- i. The Proposed maintenance shall occur in the months of October 2018, ~~January 2019, April 2019, and July 2019~~ **September 2019 for Bldg. 117, CSMS #1 and September 2019 for Bldg. 30,** any changes to the schedule shall be submitted within two (2) weeks after award of the project.
- ii. The Proposed Servicing Schedule will be provided to the R&M Engineer for approval.

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### 4.0 CONTRACTOR ATTIRE AND CONDUCT

- i. Proper attire and safety equipment shall be worn at all times
- ii. The Contractor and its employees shall wear shirts identifying the Contractor's company and shall also maintain photo identification on their person at all times.
- iii. The Contractor is cautioned that the facilities are occupied by Department of Defense personnel. In addition, the contractor's employees and those of their subcontractors shall be respectful and on their best behavior while on the premises. The Contractor shall remove employees exhibiting disrespectful behavior from the project site at the request of the R&M Engineer
- iv. The use of radios or stereos by the Contractor's employees is expressly prohibited
- v. Comply with the ban on smoking and other use of tobacco products, alcoholic beverages, and other illegal substances at all times.

### 5.0 PARKING

- i. Coordinate parking for the Contractor's employees with the facility POC
- ii. Maintain access to loading areas
- iii. Access to building entrances shall not be blocked
- iv. Obey local rules and regulations governing safety, parking and traffic circulation

### 6.0 STORAGE AND STAGING

- i. No storage of materials and equipment inside of the building will be allowed unless permitted by the facility POC
- ii. If storage within the building is permitted by the facility POC, the Contractor shall maintain full responsibility for the items stored. The State shall not be liable for injury, losses or damages incurred by the Contractor

## **7.0 SECURITY**

- i. The Contractor shall restrict its activities to the areas of work and shall at no time enter other areas unless granted by the facility POC

## **8.0 SANITATION**

- i. The Contractor will be allowed the use of the facility's restrooms as long as this privilege is not abused. An example of abuse is the lavatories are found soiled with debris, grease, sealant, etc. frequently soiled fixtures will be cause to terminate the use of the facility's restrooms and the Contractor will then be responsible to provide their own sanitary facilities outside of the building

## **9.0 BONDING**

All Bidders must include, as one of the attachments with the quote, a Bid Bond based on the amount if bid/price quote is \$50,000.00 or more. The Bid bond Penal sum is five (5%) of the total bid amount. The Bid Bond Form can be any of the Industry-standard Forms used to transact business with the State of Hawaii. The State of Hawaii Department of Defense shall be the Project Owner.

### **Mandatory Performance and Payment Bonds:**

Performance Bond and Payment Bond shall be required for contracts \$50,000.00 of higher. At the time of the execution of the contract, the successful Bidder shall file a good and sufficient Performance and Payment Bonds on the form furnished by the Department or the Contractor's Surety, each in the amount equal to one hundred (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids.

Acceptable Performance and Payment Bonds shall be limited to the following:

- 1.a) Surety Bond underwritten by a Company licensed to issue bonds in the State of Hawaii;
- 1.b) Legal tender; or
- 1.c) A certification of deposit; share certificate; or cashier's, treasurer's teller's, or official check drawn by or a certified accepted by payable on demand to the State by a Bank, a Savings Institution, or Credit Union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration
- 1.c.2) These instruments may be utilized only to a maximum of \$100,000.00, more than one instruments not exceeding \$100,000.00 each and issued by different financial institutions shall be acceptable.

If the Contractor fails to deliver the required Performance and Payment Bonds, the Contractor's award shall be cancelled, it's Bid Security enforced and award of the contract shall be made to the next lowest bidder.

Act 68:

The General Contractor and Sub-Contractors with construction contractors over \$50,000 are required by law to submit a Certificate of Compliance of Employment together with the final billing invoice. The Certificate must be duly notarized.

**Davis-Bacon Act:**

The project is covered by the Davis-Bacon Act. All workers shall who are “direct cost contributors” to the project shall be paid the minimum basic wage rate plus fringe benefits based on their “Classifications”, as listed on the latest issue of Hawaii Wage Rate Schedule. Certified payroll/s must be submitted by the Contractor together with the billing invoice/s. Processing of billing invoices for payment may not be implemented or payment may not be made without the required Certified Payroll/s.

**Hawaii Compliance Express**

Bidder must be registered or must register with the Hawaii Compliance Express and must be “compliant” status on the issue date of the “Certificate of Vendor Compliance” with the Hawaii Department of Taxation, Internal Revenue Service, Hawaii Department of Commerce and Consumer Affairs, and the Hawaii Department of Labor and Industrial Relations.

**10.0 WORK UNDER OTHER CONTRACTS**

- i. Separate Contract: The State may execute a separate contract for certain work at the project site that was not known at the time Offers were submitted
- ii. Cooperate fully with separate Contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract

**11.0 OTHER CONDITIONS AND REQUIREMENTS**

- i. Within 7 calendar days after receipt of the Notice to Proceed, the State will convene a Pre-Construction Meeting
- ii. Provide proper protection for workers, and equipment, furnishings, fixtures, and other items.
- iii. All on-site work shall be coordinated with Mr. Franklin Lung, project contact person (phone: 733-4250) or his delegated representative
- iv. Damage inflicted on the existing facility as a result of the Contractor’s operations shall be repaired and restored to the original condition, to the satisfaction of the Project Contact Person at no additional cost to the State.
- v. Upon completion of work, clean-up and remove all rubbish and debris from the premises, which resulted from this work.
- vi. **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED.** If awarded a contract in response to this solicitation, offeror agrees to comply with HRS § 11-355, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

- vii. REQUIREMENT FOR CONTRACTORS LICENSING CLASSIFICATIONS. Due to the nature of the work contemplated, bidder must possess a valid State of Hawaii Contractor's license in the appropriate classification.
- a. General Engineering Contractors holding an "A" license and General Building Contractors holding a "B" license are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada trucking Co., Ltd. V. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the General Contractor to act as a specialty contractor in any area in which the General Contractor has no license.
  - b. Bidders are solely responsible to review the project requirements, determine the appropriate licenses required, and ensure that they possess and that the Subcontractor(s) listed in their Offer Form