

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this contract includes furnishing all labor materials and equipment and other expenses required to repair the entire existing fender system and concrete haunches at Pier 3, Hilo Harbor, Hawaii.

Prospective bidders are advised to examine the existing conditions at the proposed project site to familiarize themselves with the nature and extent of work involved and working conditions. Appointments may be made with the State Harbors Division Maintenance Engineer for clarification of the work involved, definition of the limits of the work, the character and quality of materials specified, and site visits.

10.2 SCOPE OF WORK - The work to be done includes, but is not necessarily limited to, the following major items of work:

- A. Mobilization and Demobilization.
- B. Removing and disposing of existing tire fenders, lagging, wales, blocking, hardware, and other incidental items required to be replaced, in a lawful manner.
- C. Furnishing and installing new tire fender system including tire fenders, lagging, wales, blocking, bolts, grommets, chains, hardware, and other incidental items required to complete the fender system.
- D. Concrete Haunch Full Repairs including removal and disposal of the existing reinforced concrete haunch; installing new reinforcing steel; and preparing for, forming, and installing a new concrete surface.
- E. Concrete Haunch Spall Repairs including removal and disposal of a portion of reinforced concrete haunch; installing reinforcing steel; preparing for, forming, and installing new concrete mortar.

10.3 CONTRACT DRAWING - The location and size of the repair area shown on the plans are approximate and is included for bidding purposes only. All structures and portions of structures shown on the plans are existing unless specifically noted. Existing conditions shown are based on the best available information. No guarantee is given that they are more than approximately correct.

10.4 HARBOR OPERATIONS - The Contractor shall coordinate its work so as to minimize interference with harbor operations. Shipping and dock activities by tenants will take precedence over the Contractor's activities.

The project areas are heavily used for barge operations. The work shall be done in increments and the State will arrange to clear a portion of the project area to allow the Contractor to accomplish its work. No work will be allowed when a vessel is berthed adjacent to the work area. No hot work shall be allowed when fuel barges are berthed. Vessels call at various days of the week and bidders can obtain information on passenger

ship schedules and daily shipping schedules at Hawaii.Portcall.com. The exact scheduling and sequencing of the work, as well as restrictions on the Contractor's activities, will be established at the pre-construction meeting. The Contractor shall attend pre-construction meetings to coordinate its work with others and shall complete all work within the work schedule.

All work shall be scheduled with the Harbors Division Hawaii District Manager, and the Harbors Division Construction Engineer. The Contractor shall give the Harbors Division Hawaii District Manager and the Construction Engineer at least two (2) weeks prior notice whenever its work will render a portion of the pier unusable for equipment or pedestrian traffic.

10.5 WORK SCHEDULE AND STORAGE AREAS - The work schedule and assignment of storage area(s) shall be discussed and coordinated with the Harbors Division Hawaii District Manager, and the Construction Engineer and shall be subject to their approval. The Contractor shall turn in a work schedule at least two (2) weeks prior to actual construction for approval by the Harbors Division Hawaii District Manager and the Construction Engineer. The Contractor shall complete all work within the work schedule. The Contractor will be responsible for maintaining the work and storage areas in a neat and orderly condition.

Should the Contractor find itself unable to complete the repair of the fender system before such fender system is to be occupied by a vessel, the Contractor shall, at its own cost, install temporary fenders which may consist of used rubber tires lashed together and hung over the face of the pier.

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

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

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.

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

and last name, middle initial(s), and a recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

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

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

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

The Contractor shall be responsible for any and all damages to harbor facilities caused by its operations or negligence. The Contractor shall, at its own expense, make prompt restitution for damages to the facilities caused by its operations or negligence. The Contractor shall hold the State harmless from all claims for loss or injury. The Contractor shall at its own cost remove defective work and replace the required work in an acceptable manner.

The Contractor shall comply with all applicable Federal, State, and County Laws, including Hawaii Public Health regulations, and all local laws and regulations concerning pollution control and abatement. Acquiring Notification and Permits associated with the aforementioned regulations and laws as well as any applicable fees will be the responsibility of the Contractor.

The Contractor shall ensure that no debris, petroleum products or other deleterious materials be allowed to fall, flow, leach, or otherwise enter the water. Any oil spills shall be immediately removed to the satisfaction of the Construction Engineer.

The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. The Contractor shall be responsible for all dust control. Dust shall be kept within acceptable levels at all times. Upon completion the Contractor shall

remove all surplus material, debris, equipment, tools, etc. belonging to it and leave the premises in a neat and orderly condition. No burning of debris and waste materials shall be permitted on the project site.

10.8 PERMITS - The Contractor will require permits for all welding and burning operations if welding is contemplated. The Contractor shall obtain the necessary permits from the Harbors Division District Manager.

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

The Contractor shall submit a site-specific BMP plan to the Harbors Division Construction Engineer for review and comment before work begins. The plan shall satisfy the requirements of Article XIV – Temporary Water Pollution, Dust, and Erosion Control. This plan shall describe and detail all methods procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering any adjacent storm drain system and harbor waters to the satisfaction of the Harbors Division. The Contractor shall revise the BMP plan, at no additional cost to the State, should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

10.10 APPROVED EQUAL - The term “approved equal” as used in these specifications refers to the use of alternate equipment, articles or materials of equal quality and characteristics for the purpose intended. An approved equal will be permitted, upon approval of the Director prior to bid opening, in accordance with the General Provisions.

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

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

10.13 COMPLETION TIME - All work for this project shall be completed within the specified time period as listed in page P-1 of the Proposal. The number of days shall commence on the issuance of the notice to proceed. The intent of the contract is to provide for the construction final acceptance of the work described by the contract documents at the accepted bid price and within the time established by the contract. The Contractor has the duty to furnish all labor, materials, equipment, tools, transportation, incidentals, and

supplies and to determine the means, methods and schedules required to complete the work in accordance with the contract documents.

Unless otherwise directed by the Engineer in writing, the Contractor shall not commence with physical construction without sufficient materials and equipment available at the project site for either continuous construction until completion, or completion of a specified portion of the work.

10.14 SUBMITTALS - The Contractor shall submit for review, shop drawings or manufacturer's brochures, one (1) copy in PDF format, for the following items:

1. BMP Plan and Drawings.
2. Timber – Timber members, including but not limited to, rubbing blocks, wales and lagging, and blocking.

The Contractor shall furnish a certificate from the supplier certifying to the treatment of the lumber.

3. Tire Fenders
4. Timber Fasteners, Anchor Bolts, Ogee Washers, Fasteners, Tire Cables, Chains, Shackles, Rubbing Angles, Tire Grommets, Eye Bolts, and any other metal appurtenances.
5. Reinforcing Steel
6. Cold Galvanizing Compound, Anti-Corrosion Coating, and Epoxy Grout, Epoxy Mortar, Epoxy Bonding Compound.
7. Concrete and Mortar

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

- Item 1 **Repair Fender System** - Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include removing and disposal of the existing timber fender, tires, and hardware including excavating to expose previously embedded anchor bolt sleeves and cutting of anchor bolts incapable of being wholly removed, furnishing and installing new upper wales and spacer blocking, furnishing and installing new rubbing blocks and vertical lagging, furnishing and installing new bolts of the various types including welding of anchor bolt extensions where required, furnishing and installing new lower wales including new spacer blocking, reinstalling of previously removed tire bumper assemblies where specified, furnishing and installing of

new eye bolt assemblies including new eyebolts, anchoring adhesive, and new metal appurtenances; and any other incidental items and work required to complete this item.

- Item 2 Concrete Haunch Spall Repair - Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include removal and disposal of the existing reinforced concrete haunch; installing new reinforcing steel; preparing the concrete surface; forming and installing new concrete mortar; and other incidental work required to complete this item.
- Item 3 Concrete Haunch Full Repair - Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include removal and disposal of the entire existing reinforced concrete haunch; installing new reinforcing steel; preparing the concrete surface; forming and installing new concrete; and other incidental work required to complete this item.
- Item 4 Replacement Tire Bumpers - Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include furnishing and installing new replacement tire bumpers and any other incidental work required to complete this item.
- Item 5 New Tire Bumper Hardware - Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include removal and disposal of the existing rubber tire fender bumper chains and shackles from State property in a lawful manner; installing new rubber tire fender bumper chains, shackles, grommets, and other metal appurtenances necessary; and any other incidental work required to complete this item.