

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this project includes furnishing of all labor, material, and equipment necessary to perform fender system, substructure, stairs and guardrails, and waterline repairs at Port Allen, Kauai, Hawaii.

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

10.2 SCOPE OF WORK – The major items of work to be done include, but are not limited to the following:

- A. Repair fenders and related appurtenances including the following:
 - 1. Replacing select areas of the entire fender system.
 - 2. Replacing tire fenders and related appurtenances at select areas of the fender system.
 - 3. Replacing vertical lagging at select areas of the fender system.
- B. Repair of concrete spalls and delaminations on the pier substructure in the vicinity of the fender repairs.
- C. Replacing an existing stairs and related appurtenances.
- D. Repair waterline and related appurtenances.

10.3 CONTRACT DRAWINGS – The location and size of the repair areas shown on the plan are approximate and are included for bidding purposes only. All structures and portions of structures shown on the plan 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 WORK SCHEDULE – The work schedule and assignment of storage area(s) shall be discussed and coordinated with the Harbors Kauai District Manager and the Construction Engineer and shall be subject to their written approval. The contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors Kauai District Manager and the Construction Engineer. The Contractor shall be responsible for maintaining the work and storage areas in neat and orderly condition.

Shipping and dock activities by tenants/users will take precedence over the Contractor's activities. Vessels call at various days of the week. An approximate vessel schedule for the project area can be found at hawaiiportcall.com. The exact scheduling of the work and restrictions on the Contractor's activities will be established at the pre-construction meeting. Phasing and careful coordination of the work will be required to allow continuous use of the project area. The Contractor shall be responsible for coordination with all tenants/users of the area and Harbors on a daily basis regarding scheduling of all work at no additional cost to the State.

Tenants including charter boats use the pier on a daily basis. Tenant operations will be ongoing in areas adjacent to the project area for the duration of the project. Phasing of the work will be required to minimize shutdown of the pier as determined by Harbors. Daily coordination with the main tenants/users of project area and Harbors will be required for the successful completion of the project at no additional cost to the State.

No work will be allowed when the fuel barge is in port. Presently the fuel barge comes in every other Monday. Fender repair work will need to be scheduled around fuel barge operations to maintain an operational fender system for berthing of the fuel barge.

Contractor shall phase the work to allow continuous use of the area behind the pier and also minimize shutdown of existing bollards.

The Contractor shall provide a 10'-0" minimum travel lane on the pier apron during the entire project duration.

The Contractor shall coordinate its work so as to minimize interference with the pier operations. All work shall be scheduled to minimize interference with any operations in the project area. Weekend and night work may be required.

The exact scheduling and sequencing of the work and restrictions on the Contractor's operation while working at the project site will be established at the pre-construction meeting. The Contractor shall attend the pre-construction meeting to coordinate its work with others and shall complete all work within the work schedule.

10.5 LIABILITY AND RESPONSIBILITY - The Contractor shall 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 reasonable precautions for safety in its operations and to prevent injury to its employees and to others having lawful business at the job site.

The Contractor shall be responsible for any and all damages to the existing Harbors pier 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 verify existing conditions in the field prior to ordering any materials. The existing conditions are based on the best available information. The Contractor shall make no claim for extra compensation should actual existing conditions differ from those shown on the plans.

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

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

10.7 SUBMITTALS – The Contractor shall submit for review one (1) copy of the following items in PDF format.

- A. Best Management Practices (BMP) Plan.
- B. Proof of valid TWIC credential card for all Contractor and Sub-contractor workers.
- C. Shop Drawings and Material Submittals for Fender System Repairs
- D. Concrete Spall Repair Work
 - 1. Concrete Mix Design for Spall Repairs
 - 2. Patching Compound for Form and Pour Repairs
 - 3. Patching Compound for Vertical Surface and Underside Repairs
 - 4. Reinforcing Steel
 - 5. Reinforcing Steel Coating
 - 6. Curing Compound
- E. Structural Steel Shop Drawings for Stairs and Guardrails
- F. Epoxy Coating System

G. Shop Drawings and Material Submittals for Waterline Repairs

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

10.9 AS-BUILT DRAWINGS - The Contractor shall keep one (1) set of drawings at the job site and make all field changes thereon. After completion of the project, a PDF/A format digital file marked up with all the field changes shall be submitted to the Construction Engineer.

10.10 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 Construction Engineer and Kauai District Manager before starting work on the project. The documentation will include the following:

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.
- D. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.
- E. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- F. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Harbors Division Construction Engineer and Kauai 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 Harbors Division Construction Engineer and the Kauai 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 Harbors Division Construction Engineer and District Manager.
- I. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and enhance perimeter security, including restoration of electrical power and lighting, at the sole expense of the Contractor.
- J. At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division Construction Engineer or Kauai District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.

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 access to secure areas of maritime facilities will be required to obtain a Transportation Worker Identification Credential (TWIC). No escorting of personnel is allowed. 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>.

10.11 COMPLETION TIME - All work for this project shall be completed within the specified time period as listed on 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.

10.12 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. The Best Management Practices (BMP) plan, including temporary water pollution, dust, and erosion measures shall be considered incidental to the pay items below.

Item 1 – Mobilization and Demobilization. Payment shall be made at the lump sum price bid in the Proposal Schedule. Sixty percent (60%) of the lump sum price bid will be paid to the Contractor upon completion of mobilization at the work site and approval of the BMP plan. The remaining forty percent (40%) will be included in the final payment under this contract. Such payment shall include setting up and removing all plant equipment and materials at the job site, providing temporary barricades as required for Harbor operations during construction, cleaning up the job site and all other incidental work required to complete this item.

Item 2 – Fender System Replacement. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include removing and disposing of the existing fender system; properly salvaging any items as directed by Harbors; furnishing and installing tire fenders, vertical lagging, wales, blocking, bolts, hardware as shown on the project plans, and all other incidental work required to complete this item.

Item 3 – Tire Fender Repairs. Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include removing and disposing of existing tire fenders at select areas on the existing fender system, furnishing and installing tire fenders, cables and hardware as shown on the project plans, and all other incidental work required to complete this item.

Item 4 – Vertical Lagging Fender Repairs. Payment shall be made at the unit price bid in the Proposal Schedule. Such payment shall include removing and disposing of existing lagging at select areas on the existing fender system, furnishing and installing all vertical lagging and hardware as shown on the project plans, and all other incidental work required to complete this item.

Item 5 - Corbel Spall Repairs. Payment shall be made at the unit price bid per square foot in the Proposal Schedule. Such payment shall include concrete removal work, preparing repair area, cleaning effective reinforcing steel to remain, applying reinforcing steel coating, installing and removing formwork, placing concrete or patching compound, patching holes used to support formwork, and all other incidental work required to complete this item. Payment for reinforcing steel replacement shall be made in accordance with Item 6.

Item 6 - Reinforcing Steel Replacement. Payment shall be made at the unit price bid per pound in the Proposal Schedule. Such payment shall include furnishing and installing new reinforcing steel to be welded for Item 5, welding new reinforcing steel, and all other incidental work required to complete this item.

Item 7 - Stair Repairs. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include demolishing, removing, and disposing of the existing stairs and related appurtenances; properly salvaging any items as directed by Harbors; furnishing and installing new stairs including connections to the existing pier as shown on the project plans; furnishing, coating, and installing new guardrail including connections to the existing pier as shown on the project plans; and all other incidental work required to complete this item.

Item 8 – Waterline Repairs. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include installation of new waterline and lateral connections, pipe hanger assemblies, tape wrapping, and connections to existing water main; proper removal of existing waterline and related appurtenances; disposal work; testing work; properly salvaging any items as directed by Harbors; and all other incidental work required to complete this item.

Preparation of photographs of repairs will not be paid for directly but shall be considered incidental to the various contract items.

Fender and concrete spall repair quantities listed in the Proposal Schedule are increased from actual field quantities to account for growth in repair areas and additional repairs not shown in plans. Additional repairs may be present in project limits. No adjustment to the unit prices listed in the Proposal Schedule will be allowed due to difference between actual quantities and bid quantities.