

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this project includes furnishing of all labor, materials, and equipment necessary to replace five light poles and concrete pedestals including associated electrical work at Piers 1-2, Nawiliwili Harbor, 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. Mobilization and demobilization.
- B. Replacing three light poles, concrete pedestals, and related appurtenances and associated electrical work at Pier 1.
- C. Replacing two light poles, concrete pedestals including retrofitting the foundation, and related appurtenances, constructing new hand holes and associated electrical work at Pier 2.

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 Harbors 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 Harbors 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.

Lighting systems shall be operational during all hours of darkness, throughout the construction period at sufficient lighting levels as determined by Harbors. Provide all temporary power, lighting equipment, wiring and connections, related appurtenances, and complete maintenance as necessary to maintain continuity of electrical power to existing and/or new lighting systems during night time hours as required by the tenant/users/Harbors at no additional cost to the State.

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 at 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 Harbors 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 including removal of hazardous material.
- B. Proof of valid TWIC and MARSEC credential card for all Contractor and Sub-contractor workers.
- C. Concrete Work
 - 1. Concrete Mix Design
 - 2. Reinforcing Steel Shop Drawings
 - 3. Reinforcing Steel Coating
 - 4. Epoxy for Grouting of Dowels
 - 5. Curing Compound
 - 6. Non-Shrink Grout
- D. Electrical Work
 - 1. Light pole assemblies, including luminaire mounting brackets, accessories, installation, and construction details. Submit dimensions, wind load determined in accordance with AASHTO LTS2, pole deflection, pole class and other application information.
 - 2. Junction boxes.
 - 3. Fused connector kits and fuses.
- E. Coating System for Light Poles and Pedestals

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 Harbors 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 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. 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 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 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 Construction Engineer or Kauai District Manager. Harbors will consider impacts to the work and schedule as a result of prolonged work stoppages.
- K. Maritime Security Awareness training is mandatory for all personnel entering the Harbor facility. The Contractor shall be responsible to ensure all of its employees, representatives, subcontractors, vendors, and all alike, requiring access to the harbor area for this project, have been trained and possess the required maritime security card before entering the Harbor's property. 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, color and model that will be entering the project site, together with a letter attesting that all personnel have received this training to the Harbors Kauai District Manager and Construction Engineer. 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, and 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 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 Harbors Construction 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 item below.

Item 1 – Light Pole Repairs (5 Total). Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include mobilization and demobilization; proper disconnection and removal of the existing pole mounted luminaires, light poles, and related appurtenances; properly salvaging any items as directed by Harbors; providing new luminaires, light poles, and related appurtenances; providing sufficient temporary lighting during construction; proper demolition, replacement and retrofit of concrete pedestals, foundations and hand holes; testing; ensuring lights are in proper working order and properly connected to the existing Harbors GE light grid network; coating of light poles, concrete pedestals, and related appurtenances; and all other incidental work required to complete this item.