

## ARTICLE X - PROJECT DESCRIPTION

- 10.1 GENERAL - The work to be done on this project includes furnishing all labor, materials, and equipment necessary to properly clean potentially asbestos-containing dust accumulated on all specified readily accessible interior surfaces up to thirty (30) feet in height and conduct a post-cleaning visual asbestos assessment at the Port Allen Harbor Shed, Port Allen Harbor, Kauai.

Bidders are advised to examine the existing conditions at the project site to familiarize themselves with the nature and extent of work involved. Appointments may be made with the State Harbors Division Environmental/Project Engineer for clarification of the work involved and the character and quality of materials specified.

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

- A. Mobilization and demobilization.
- B. Providing a detailed site-specific Best Management Practices (BMP) Plan.
- C. Providing a Health and Safety Plan.
- D. Proper cleaning of potentially asbestos-containing dust accumulated on all specified readily accessible interior surfaces up to thirty (30) feet in height and related waste disposal.
- E. Post-cleaning visual inspection of the cleaned horizontal surfaces.
- F. Additional cleaning as necessary.
- G. Compile personal air-monitoring results for all workers and provide a detailed Final Report.

- 10.3 CONTRACT DRAWING - The location and size of the work area shown on the plan are approximate and is 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 AND STORAGE AREAS – The work schedule and assignment of storage area(s) shall be discussed and coordinated with the Harbors Division Kauai District Manager, Port Allen Harbor Agent and the Environmental/Project 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 Division Kauai District Manager, Port Allen Harbor Agent, and the Environmental/Project Engineer. The Contractor will be responsible for maintaining the work and storage areas in a neat and orderly condition.

Charter boats use the pier daily. Contractor will have to perform the work in phases to minimize shutdown of the pier. No work will be allowed when the fuel barge is in port. Presently the fuel barge comes in every other Sunday or Monday. Should an unscheduled need for harbor operation to occur, the Contractor will need to reschedule its work around the activity at no cost to the State. Bidders can obtain information on daily shipping schedules from the internet at Hawaii.Portcall.com. Shipping and Harbor Division activities shall take precedence over Contractor's activities.

Shipping and dock activities by tenants will take precedence over the Contractor's activities. Vessels call at various days of the week. The Contractor shall coordinate its work so as to minimize interference with pier shed operations. 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 pre-construction meeting to coordinate its work with others and shall complete all work within the work schedule.

Tenant operations will be ongoing in areas adjacent to the project area for the duration of the project. Phasing and careful coordination of the work will be required to allow continuous use of the project location and adjacent areas. The Contractor shall be responsible for coordination with the tenants and the Harbors Division daily regarding scheduling of all work at no additional cost to the State.

The Contractor shall protect the workers, equipment and vehicles from falling debris and material during the period that the cleaning is being conducted. It shall be the Contractor's responsibility to repair or replace all damage caused by its activities, which include but are not limited to equipment or vehicles.

- 10.5 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 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 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 - 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 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 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 Environmental/Project Engineer that the plan is insufficient to prevent pollution.

- 10.7 PERMITS - A Building Permit from the County of Kauai will not be required for this project.
- 10.8 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 and Special Provisions.
- 10.9 SUBMITTALS – The Contractor shall submit for review, shop drawings, or manufacturer’s brochures, one (1) copy in PDF format, for the following items.
- A. Detailed BMP Plan
  - B. Health and Safety Plan
  - C. Qualified Environmental Professional Certifications
  - D. Testing Laboratory
  - E. Proposed Schedule
  - F. HEPA Vacuum
- 10.10 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.”.
- 10.11 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 stamped, PDF/A formatted digital file shall be submitted to the Environmental/Project Engineer.

10.12 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 Environmental/Project Engineer, Port Allen Harbor Agent, 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 Environmental/Project Engineer, Port Allen Harbor Agent, 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 Environmental/Project Engineer, Port Allen Harbor Agent and 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 Environmental/Project Engineer, Port Allen Harbor Agent, and Kauai 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 Environmental/Project Engineer, Port Allen Harbor Agent, or Kauai District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.

Except for 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). 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>

- 10.13 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 Environmental/Project 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 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      Potentially Asbestos-Containing Dust Cleanup and Limited Visual Assessment. Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include mobilization and demobilization; initial survey; work area setup; proper cleaning using HEPA vacuum and wet wipe/mop of specified and readily accessible surfaces; project related air monitoring, testing and final report; post cleaning visual inspection; additional cleaning as necessary; and related appurtenances; and all other incidental work required to complete this item.