ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL

The work to be done under this contract shall include the furnishing of all labor, materials and equipment, and the supervision and services necessary to construct, complete in place, ready for use, all items of work in accordance with the intent of the drawings and these specifications. The Base Bid shall include the total work as shown or specified.

Bidders are encouraged 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 Harbors Division, Niko Salvador, phone no. (808) 587-1862, for clarification of the work involved, and the character and quality of materials described.

10.2 WORK INCLUDED

In general, the work shall include but not be limited to the following items of work:

(A) Environmental protection.

(B) Mobilization and demobilization.

(C) Coordination with Young Brothers, and government agencies.

(D) Demolition/potholing and removal of existing Portland cement concrete pavement, and other structures.

(E) Construction of Portland cement concrete pavement.

(F) Visual and camera CCTV inspection, and pressure testing fire service lines.

(G) Repair portions of the fire service lines with Cured-In-Place-Pipeliner (CIPP)

10.3 DIRECTOR

The term "Director" as used in these Specifications shall mean the Director of Transportation or his authorized representative.

10.4 HARBORS DIVISION CONSTRUCTION ENGINEER

The term "Harbors Division Construction Engineer," "Harbors Construction Engineer," "Construction Engineer" or "Engineer," as used in these Specifications shall mean the Construction Engineer for Harbors Division, State Department of Transportation, or his authorized representative.

10.5 CONTRACTOR'S RESPONSIBILITY

(A) General: The Contractor shall make direct application to the proper utility companies for water, electric power, and telephone service for its use during construction of this project, and shall pay for all connections, service charges, and all costs for construction and ultimate removal of all temporary service line extensions into the site.

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. No burning of debris and/or waste materials shall be permitted on the project site. The Contractor shall be responsible for all dust control. Dust shall be kept within acceptable levels at all times. Noise shall be kept within acceptable levels at all times.
The Contractor shall be responsible for any and all damages to harbor and adjacent facilities caused by their operations. The Contractor shall, at their own expense, make prompt restitution for damages to items caused by their operations or negligence. The Contractor shall hold the State and its Consultants harmless for all claims from such loss or injury.

The Contractor will prepare and obtain approval of site specific Best Management Practices (BMPs) from the Department of Health at least 45 calendar days prior to the start of construction. The site specific BMPs shall be prepared in accordance with the City and County of Honolulu's *Best Management Practice Manual for Construction*, dated November 2011 and comply with the latest edition of the "Construction Site Runoff Control Program" of the Harbors Division. The site specific BMPs shall be submitted to the Harbors Division for review and comment prior to the submittal to the Department of Health.

The Contractor shall ensure that construction dewatering effluent is not allowed to leave the project site. Dewatering, when required, shall be done by back trenching (pit-to-pit discharge). Dewatering effluent within contaminated areas as shown within the construction drawings shall be infiltrated within the contaminated areas shown within the construction drawings. The Contractor is prohibited from discharging dewatering effluent, in any way, into the ocean.

The Contractor shall provide, erect, and maintain warning signs, lights, barricades, fences, and/or other means as necessary to prevent unauthorized persons and the general public from wandering onto the construction area where they may suffer injury or create a hazard to the construction operations or the work. The Contractor shall take all necessary precautions for safety in his operations and to prevent injury to his employees and to others having lawful

access to the construction area. This work shall be done at no cost to the State and shall be considered incidental to the various item of work.

The Contractor shall coordinate all work with the Harbors Division Construction Engineer and Kauai District Manager and shall conform to all harbor regulations affecting their operations.

(B) Site Safety and Health Officer (SSHO): Site Safety and Health Officer shall be provided by the Contractor at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The SSHO shall meet the following qualification requirements:

(1) An Associate Safety Professional (ASP), Certified Safety Trained Supervisor (STS), Construction Health & Safety Technician (CHST), and/or Construction Site Safety Technician (CSST).

(2) A minimum of 10 years of safety work of a progressive nature with at least 5 years of experience on similar projects.

(3) 30-hour OSHA construction safety class or equivalent within the last 5 years.

(4) An average of at least 24 hours of formal safety training each year for the past 5 years with training for competent person status for at least the following 5 areas of competency: excavation, scaffolding; fall protection; confined space; and personal protective equipment and clothing to include selection, use, and maintenance.

The SSHO shall have the following duties and responsibilities:

(1) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, and estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractor's daily report.

(2) Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and subcontractors.

(3) Maintain applicable safety reference material on the job site.

(4) Attend the pre-construction conference, pre-work meeting, including preparatory inspection meeting, and periodic in-progress meetings and/or other meetings upon request by the Harbors Construction Engineer.

(5) Implement and enforce the accepted Health and Safety Plan.

(6) Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

(7) Ensure subcontractor compliance with safety and health requirements.

(8) Coordinate safety and health requirements with the Contractor's Certified Industrial Hygienist (CIH). If the CIH satisfies the SSHO qualification requirements and is appointed as the SSHO, all duties of the SSHO position shall also be performed.

(9) Failure to perform the above duties may result in dismissal of the SSHO and/or a project stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement. No part of the time lost due to project stoppage will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

(C) Safety Requirements: The Contractor must be familiar with, and shall at all times conform to, all applicable health and safety regulations, including all OSHA standards. The Contractor shall submit, to the Harbors Engineer, a Health and Safety Plan within (30) calendar days after the award of contract for review and acceptance. The Contractor shall not be allowed to commence work until the Health and Safety Plan has been accepted by the Harbors Engineer.

The Contractor shall require its employees, subcontractors, and agents to comply with all applicable Federal, State, and local health and safety laws and regulations.

Acceptance of the Health and Safety Plan by the Harbors Construction Engineer shall not relieve the Contractor from its responsibility of complying with Federal, State and local occupational health and safety laws and regulations. The Contractor is solely responsible for its compliance, and ensuring that its employees, subcontractors and agents also comply, with all applicable Federal, State and local occupational health and safety laws and regulations.

The Contractor shall be familiar with any and all Federal, State and local safety and drug-free workplace regulations and shall comply with all applicable provisions and amendments. Failure to do so will result in immediate discontinuation of any, or all, parts of the operation that are in violation until compliance is achieved.

(1) Precautions at the Jobsite: The Contractor shall take all necessary precautions to protect the workers, invitees and the public, and shall provide, where reasonable and necessary, barriers, guards, temporary bridges, respiratory equipment and lights. The Contractor shall require all personnel to wear hard hats, safety boots, and appropriate clothing while in any work area. In addition, personnel shall utilize safety harnesses, lines, and other restraint devices as required when working at either excessive heights or depths as defined by OSHA regulations.

As a reminder, the Contractor must provide bullrails along unprotected waterside edges of aprons and bulk-heads, except where vehicles are prohibited.

When working around existing piping or conduit, the Contractor shall first tone the area to determine underground line locations. Special care shall be taken during excavation to avoid all buried lines, cables, utilities, cathodic protection cables and conduit, and to maintain the minimum distance from existing cables, conduits and pipe.

(2) Fire Safety: The Contractor's personnel shall be familiar with location and use of firefighting equipment, including blankets, extinguishers, hose and dry powder agents. Smoking materials or other sources of flame or heat should be immediately extinguished in the event of any accident or equipment failure resulting in the release of flammable vapor or liquids. Fire safety equipment shall be provided by the Contractor as may be required by the local, State or Federal authorities.

The Contractor shall not store equipment or park vehicles in a way that obstructs fire lanes nor blocks fire exits from office structures, equipment buildings, or fenced areas.

(3) Mechanical Safety: Dangerous parts of equipment shall be indicated by safety colors or warning signs. Extreme care shall be exercised in operating mobile or moving equipment.

(4) First Aid: The Contractor shall ensure that all employees are aware of the locations and use of first aid equipment. Local emergency telephone numbers for ambulance, fire department and law enforcement agencies shall be posted in prominent places. The Contractor shall provide all necessary first aid equipment, including a first aid kit in its vehicles.

(5) Firearms and Alcohol: Absolutely under no circumstances shall unprescribed, controlled substances, alcohol or firearms of any type be present or carried in vehicles by Contractor's personnel. Any of these items found in the possession of any person shall be grounds for immediate removal from the jobsite and/or dismissal of that person from the job.

(6) Accidents: In the event that an accident or injury occurs at the jobsite, the Contractor shall immediately notify the State of the occurrence. A complete accident report, including photographs of the accident site, shall be provided to the State within two (2) weeks of the occurrence.

(7) Jobsite Invitees: The Contractor shall be responsible for the safety of the personnel of any of its Subcontractors, vendors, suppliers, agents or other invitees who enter the job site area and the Contractor shall require said invitees to comply with the requirements of this Section. The Contractor shall notify the State of invitees in advance.

10.6 STANDARD SPECIFICATIONS AND APPROVED EQUAL

The term "Standard Specifications," as used in these Technical Provisions of these Specifications, shall mean the "Hawaii Standard Specifications for Road and Bridge Construction, Department of Transportation Highways Division, Honolulu, Hawaii, 2005," and all subsequent amendments.

References to "roadway" or "highway" in the Standard Specifications shall mean "paved area".

References to "roadbed" in the Standard Specifications shall mean "pavement bed". References to "highway right-of-way" in the Standard Specifications shall mean Aproject area".

The term "approved equal" as used in the Technical Provisions of these Specifications and Plans shall mean "an equal approved by the Director in writing."

10.7 PERMITS

The Contractor is responsible for complying with all permit requirements for the project and it shall ensure that all permits remain valid and that all permits are renewed in a timely manner, throughout the duration of the project.

(A) The Harbors Division has applied for and obtained the following permits and approvals and they are attached to, and included in, the REFERENCE DOCUMENTS section of these specifications.

(B) Hot Work Permit: The Contractor shall obtain permits for all welding and burning operations on piers, wharves, and aboard vessels. The Contractor shall obtain the permits required for this work directly from the Kauai District manager.

(C) The Contractor also shall consult applicable County, State, and other governmental agencies for required permits, charges and fees. The Contractor shall apply for, and obtain, any permits necessary for it to perform all work required under the contract and is responsible for preparing and furnishing any information needed to complete any permit applications, as well as for paying any permit filing fees and charges, imposed by the permitting agencies as conditions for approval. Permits, charges, and fees required for the Project may include, but not be limited to, the following:

1. Landfill Agreement
2. Fire Hydrant Use Permit
3. Department of Health, NDPES permits for discharges of hydrotesting waters, as well as discharges associated with construction activity dewatering.
4. Construction Dewatering Permit for Industrial Waste Discharge into the City and County Separate Storm Sewer System
5. Industrial Waste Discharge Permit (IWDP) for Temporary Discharge into the County Sewer System
6. DOH Community Noise Permit

The Contractor shall submit two (2) copies of all permits to the Harbors Construction Engineer no later than two working days after receipt of any approved permit.

The Contractor must comply with all conditions and requirements imposed by all clearances and permits listed above, or obtained for and in association with the project, and the Plans and Specifications. See Article XIII, Section 13.2 (B).

10.8 SHOP DRAWINGS

The Contractor shall prepare shop drawings and submit eight (8) sets to the Director. Review of shop drawings is for general conformance with the design concept of the project contract documents and does not relieve the Contractor of his responsibility to provide all work in accordance with the Plans and Specifications.

10.9 MODIFICATIONS TO PLANS AND SPECIFICATIONS

The Contractor and his Subcontractors must submit in writing any requests for modifications to the Plans and Specifications. Shop drawings that are submitted to the design professional for his review do not constitute "in writing" unless it is brought to the attention of the design professional that specific changes are being suggested. In any event, changes to the Plans and Specifications by means of shop drawings become the responsibility of the person initiating the changes. The Contractor shall be responsible for coordinating and making all necessary revisions to the work of all trades to suit the modifications requested.

Construction changes completed without written approval by the Harbor's Construction Engineer will be at the Contractor's risk. All costs associated with unauthorized construction changes shall be the responsibility of the Contractor.

10.10 CONTRACTOR QUALITY CONTROL

(A) General Requirements: Establish and maintain an effective quality control (QC) system. QC consists of plans, procedures and organization necessary to produce an end product which complies with the contract requirements. The QC system shall cover all construction operations, both onsite and offsite, and be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work and is subject to removal by the Engineer for non-compliance with the quality requirements specified in the contract. In this context, the highest level manager responsible for the overall construction activities at the site, including quality and production is the project superintendent. The project superintendent must maintain a physical presence at the site at all times and is responsible for all construction and related activities at the site, except as otherwise acceptable to the Engineer.

(B) Quality Control Plan: Submit no later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan. The Engineer will consider an interim plan for the first 90 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional work.

1. Content of the CQC Plan: Include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

   a. A description of the quality control organization, including a chart showing lines of authority and acknowledgement that the CQC staff will implement the three phase control system for all aspects of the work specified. Include a CQC System Manager who reports to the project superintendent.

   b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

   c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract
   as well as to direct that corrective action be initiated to address non-compliant work. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities will be issued by the CQC System Manager. Copies of these letters must be furnished to the Engineer.

   d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

These procedures must be in accordance with Article XVII – Required Submittals.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Engineer must be used).

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

2. Acceptance of Plans: Acceptance of the Contractor's CQC plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Engineer reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3. Notification of Changes: After acceptance of the CQC Plan, notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.

(C) Coordination Meeting: After the preconstruction conference, before start of construction, and prior to acceptance by the Engineer of the CQC Plan, attend a Coordination Meeting with the Engineer and discuss the Contractor's quality control system. Submit the CQC plan a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management and control and the Engineer's quality assurance. Minutes of the meeting will be prepared by the Contractor, signed by both the Contractor and the Engineer, and will become a part of the contract file. There may be occasions when

subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

(D) Quality Control Organization:

1. Personnel Requirements: The requirements for the CQC organization are a CQC System Manager, Safety and Health Manager (Site Safety and Health Officer), and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager must receive direction and authority from the CQC System Manager and serve as a member of the CQC staff. Personnel identified in the technical specifications as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff must maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff will be subject to acceptance by the Engineer.

   Provide adequate office space, filing systems, and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules, and all other project documentation to the CQC organization. The CQC organization shall be responsible to maintain these documents and records at all times, except as otherwise acceptable to the Engineer.

2. CQC System Manager: Identify as CQC System Manager an individual within the onsite work organization who is responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager must be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years of container terminal construction experience and a minimum of 1 years of experience as a CQC System Manager. This CQC System Manager must be on the site at all times during construction and be employed by the prime Contractor. The CQC System Manager must be assigned no other duties. Identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

3. CQC Personnel: In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. If it is subsequently determined by the Engineer that the minimum CQC requirements are not being met, the Contractor may be required to provide additional staff personnel to the CQC organization at no cost to the State.

4. Additional Requirement: In addition to the above experience and/or education requirements, the QC System Manager must have completed the course entitled "Construction Quality Management for Contractors." This course is periodically offered at the General Contractors Association of Hawaii.

5. Organizational Changes: The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Engineer for acceptance. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement. Upon acceptance of any changes, the Contractor shall revise the CQC Plan to accurately reflect the changes. The CQC Plan shall be kept current at all times during the life of the contract.

(E) Submittals and Deliverables: Submittals shall comply with the requirement stated in Article XVII – Required Submittals. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the contract requirements prior to submitting for review.

(F) Control: Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control must be conducted by the CQC System Manager for each definable feature of the construction work as follows:

1. Preparatory Phase: This phase is performed prior to beginning work on each definable feature of work, after all required plans/documents/submittals/materials are approved/accepted, and after copies are at the work site. The phase includes:

    a. Review of each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by the Engineer until final acceptance of the work.

    b. Review of the contract drawings.

    c. Check to assure that all materials and/or equipment have been tested, submitted, and approved.

    d. Review of provisions that have been made to provide required control inspection and testing.

    e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. Examination of required material, equipment, and sample work assure that they are one hand, conform to approved shop drawings or submitted data, and are properly stored.

g. Review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. Check to ensure that the portion of the plan for the work to be performed has been accepted by the Engineer.

j. Discussion of the initial control phase.

k. A meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature of work. Provide a minimum of two (2) working days advance notice to the Harbors Construction Engineer of this meeting. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

The Engineer shall be notified at least 48 hours in advance of the preparatory control phase.

2. Initial Phase: This phase is accomplished at the beginning of the definable feature of work. Accomplish the following:

a. Check work to ensure that is it in full compliance with contract requirements. Review minutes of the preparatory phase meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Engineer shall be notified at least 1 workday in advance of the beginning of the initial phase. Prepare separate minutes of this phase by the CQC System Manager and attach to the daily

CQC report. Indicate the exact location of initial phase for future reference and comparison with follow-up phases.

g. The initial phase shall be repeated for each new crew assigned to a definable feature of work to work onsite, or any time acceptable specified quality standards are not being met.

3. Follow-up Phase: Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

4. Additional Preparatory and Initial Phases: Conduct additional preparatory and initial phases on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision, or work crew; if work on a definable feature of work is resumed after a substantial period of inactivity; or if other problems develop.

(G) Tests:

1. Testing Procedure: Perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, furnish to the Engineer duplicate samples of test specimens for possible testing by the State. Testing includes operation and/or acceptance tests when specified. Procure the services of a State-approved testing laboratory. Perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording form and test identification control number system, including all of the test documentation requirements have been prepared.

e. Record results of all tests taken, both passing and failing on the CQC report for the date taken, including specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Engineer, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Engineer.

Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

2. Testing Laboratories:

a. Validation Requirements: Any laboratory used by the Contractor for testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials must be a State-approved facility.

b. Furnishing or Transportation of Samples for Testing: Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Contractor shall be delivered to a testing laboratory on the Island of Oahu, State of Hawaii, designated by the Engineer. Notification of each specific test and result, exact delivery location, and dates will be made to the Engineer.

(H) Completion Inspection:

1. Punch-out Inspection: Conduct an inspection of the work by the CQC System Manager near the end of the work, or any increment of the work as established by the specifications. Prepare and included CQC documentation a punch list of items which do not conform to the approved drawings and specifications, as required by the Documentation paragraph in this section. Include in the list of deficiencies the estimated date by which the deficiencies will be corrected. The CQC System Manager of staff shall conduct a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Engineer that the facility is read for the pre-final inspection.

2. Pre-Final Inspection: The Engineer will perform this inspection to verify that the facility is complete and ready to be occupied. The CQC System Manager shall develop a punch list of items which do not conform to the contract documents. The Engineer will review the punch list and add to or correct the items listed. The CQC System Manager shall incorporate the Engineer's comments and provide a pre-final punch list. The CQC System Manager shall ensure that all items on this list have been corrected before notifying the Engineer that a final inspection can be scheduled. Any items noted on the pre-final inspection shall be corrected in a timely manner. These inspections and deficiency corrections required by this paragraph shall be accomplished within the time slate for completion of the entire work.

3. Final Acceptance Inspection: The Contractor's quality control inspection personnel, plus the superintendent or other primary management person, and the Engineer must be in attendance at the final acceptance inspection. Additional State personnel, consultants, or users may also be in attendance. The final acceptance inspection will be formally scheduled by the Engineer based upon results of the pre-final inspection. Notify the

Engineer at least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will cause for the Engineer to bill the Contractor for the Engineer's and attending consultants' cost for attendance.

(l) Documentation: Maintain current records providing factual evidence that required quality control activities and/or tests have been performed. Include in these records the work of subcontractors and suppliers. The Contractor shall provide a sample format for the documentation to the Engineer for review and approval. The documentation, at a minimum, shall include the following:

1. Contractor/subcontractor and their area of responsibility.

2. Operating plant/equipment with hours worked, idle or down for repair.

3. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

4. Test and/or control activities performed with results and references to specifications/drawing requirements. Identify the control phase (preparatory, initial, follow-up). List of deficiencies noted, along with corrective action.

5. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

6. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

7. Job safety evaluations stating what was checked, results, and instruction or corrective actions.

8. Instructions given/received and conflicts in plans and/or specifications.

9. Contractor's verification statement.

Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. Furnish the original and one copy of these records in report form to the Engineer daily within 24 business hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, prepare and submit one report of every 7 days of no work and on the last day of a no work period. All calendar days must be accounted for throughout the life of the contract. The first report following a day of no

work will be for that day only. Reports must be signed and dated by the CQC System Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the CQC System Manager report.

(J) Notification of Non-Compliance: The Contractor shall immediately take corrective action upon receipt of notice, from the Engineer, that non-compliance with the foregoing requirements has been detected or discovered. Such notice, if and/or when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of formal notification.

Should the Contractor fail or refuse to promptly comply, or initiate corrective action, the Engineer may, at its discretion, issue an order to the Contractor to stop all or part of the work (a "stop order") until the Contractor takes corrective action that is satisfactory to the Engineer.
The Contractor is not allowed to make any claim for, nor will it be granted, contract time extension or compensation for excess costs or damages incurred by it, inclusive of remobilization and extended office overhead, resulting from the time lost as well as other impacts due to such stop orders.

10.11 LAYOUT OF WORK

The Contractor shall layout his work from reference points and benchmarks indicated on the plans and shall be responsible for all measurements in connection therewith. The Contractor shall furnish all labor, equipment and materials required to establish and maintain all lines and grades as called for in the plans or as required in the process of construction. The Contractor shall be responsible for the proper and accurate layout of the work and for the preservation of stakes and other marks. All survey work shall be performed by a Surveyor licensed in the State of Hawaii and be paid for by the Contractor. Survey costs will be considered incidental to various items of work.

10.12 TESTING

The Contractor shall hire an independent certified testing agency to perform all testing required under these specifications. Testing agency shall be subject to the approval of the Director. The Contractor shall be responsible for costs associated with testing, and for the submittal of test results.

Testing results shall be submitted for review by the State's Construction Engineer in a timely manner so as not to affect the construction schedule.

10.13 HARBOR OPERATIONS

All work shall be coordinated with the Harbors Division, Kauai District Manager and the Harbors Construction Engineer. Before work is started, the Contractor shall submit a work schedule to the Director for approval.

Arrangements for the use of areas within the harbor area, if under the purview of Harbors Division and if available, for work or storage shall be coordinated with the Harbors Construction Engineer and District Manager. However, the State does not warrant or guarantee that areas, beyond or outside of the project limits, and of such size and location that meets the requirements desired by the Contractor for work or storage,

will be available to the Contractor within or for the duration of the project. The Contractor is solely responsible for assessing its requirements for work and storage area(s) and for securing such work or storage areas, outside of or beyond the project limits.

10.14 WATERWAYS

The Contractor shall use all proper precautions and methods of procedure in his operations to ensure that no debris or other deleterious materials be allowed to fall, flow or otherwise enter the ocean. The Contractor shall notify the State Department of Health and the State's Construction Engineer of any petroleum or oil spills immediately. Any petroleum or oil spills shall be immediately removed to the satisfaction of the Director.

10.15 AS-BUILT DRAWINGS

(A) Description:

1. As-built drawings shall refer to those documents maintained and annotated by the Contractor during construction and shall be defined as (1) a neatly and legibly marked set of contract drawings showing the final location of piping, structures, equipment, electrical conduits, outlet boxes and cables; (2) additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; additional documents placed on reproducible vellum (post-contract drawings); and (3) Contractor layout and installation drawings

2. Unless otherwise specified, as-built drawings shall be full-sized and maintained in a clean, dry, and legible condition. As-built drawings shall not be used for construction purposes and shall be available for review by the Construction Engineer during normal working hours at the Contractor's field office

(B) General:

1. The Contractor shall keep a record of all field changes that occur during the project on two (2) full-sized sets of the contract plans which shall be kept at the job site. No partial payments will be allowed unless these changes are reflected on both sets of plans, and the plans must be current and kept up to date.

2. The Contractor shall be responsible for furnishing its own 100 percent (full) size as-built drawings set based on the latest Contract Documents. The Contractor shall incorporate any post contract drawings issued under Field Orders, responses to Requests for Information, or as part of Contract Change Orders, into both copies of the as-built plans.

3. Marking of the as-built drawings shall be kept current and annotations, to the as-built drawings, shall be done at the time the material and equipment are installed. These annotations shall be made with an erasable colored pencil conforming to the following color code:

a. Additions and deletions shall be marked in red

b. Comments, as well as dimensions, shall be marked in blue

4. All deviations from the contract drawings as a result of any and all Addenda, Field Orders, Requests for Information (RFI's) and approved Contract Change Orders shall be annotated on all affected drawings.

5. Annotations to the as-built drawings shall reference the specific Addendum number, Field Order number, Request for Information number, or the Contract Change Order number. Annotations without these reference numbers will not be considered complete

(C) Submittals:

1. At the completion of the work, the Contractor shall transmit both copies of the as-built drawings to the Harbors Construction Engineer as a Submittal. The Contractor shall stamp both sets of drawings with the words "As-Built Drawings" and said stamp shall include a statement signed by the Contractor certifying that the drawings accurately and completely reflect the work as constructed. The stamp format and wording shall be submitted to the Construction Engineer for prior approval. No payment for Demobilization will be released until both copies of the As-Built Drawings are received by the Construction Engineer.

2. Record Drawings:

a. The State will prepare the Record Drawing for the State by recording the changes, shown on the As-Built Drawings, onto original tracings. The Final Record Drawings will include an original tracing of the Title Sheet with a stamp containing the words "Record Drawings" as well as a signature line for the Contractor.

b. The Contractor shall review the Record Drawings prepared by the Design Consultant and certify the Record Drawings by signing and dating the Record Drawing title sheet tracing where indicated. Any deviations from the plans determined by the Harbors Construction Engineer to be missing from, incomplete, or inaccurately drawn on the As-Built drawings shall be corrected on the Record Drawing tracings by the State and the Contractor shall be charged for the services. The State will keep a record of the associated cost impacts and deduct them from the contract price

c. Final payment, as well as full payment for Demobilization, will not be released until after the Record Drawing tracings have been signed and certified by the Contractor and returned back to the State.

(D) Measurement and Payment: Separate measurement or payment will not be made for work required under this Article 10.15. All costs in connection with the work specified herein; furnishing, maintaining, producing and submitting as-built drawings, will be considered to be incidental to the various bid items in the Proposal Schedule

10.16 MEASUREMENT AND PAYMENT

Measurement and payment for the various items of work shall be as shown in the Proposal Schedule and as covered in the following Articles of these Specifications.

10.17 CONSTRUCTION ACCESS

The Contractor shall show all access routes to and from the construction site, including specific travel routes within the project area, in the Traffic Control Plan (TCP) as specified in Article XXVI. The TCP shall be approved by the Construction Engineer prior to the start of construction.

Access for construction vehicles will be allowed at the main entry of the project area. The Contractor shall be responsible for ensuring that access is controlled in such a manner as to allow the safe passage of construction vehicles to and from the site.

The access gate and driveway will not be measured or paid for separately, but will be considered incidental to the various contract items in the Proposal Schedule.

10.18 WORKING HOURS

The Contractor shall coordinate his work so as to minimize interferences with harbor operations. All work shall be coordinated and scheduled with the Harbors Division District Manager and the Construction Engineer. Four (4) weeks before work is started, the Contractor shall submit a work schedule and construction phasing plan to the Construction Engineer for review and approval.

Normal working hours within the project site are from 7:00 AM to 3:30 PM, Monday to Friday, except on State Holidays, unless otherwise authorized by the Construction Engineer. Working hours for construction within the City and County of Honolulu or Department of Transportation – Highways Division Rights-of-Way shall conform to the requirements of the authority having jurisdiction. If overtime is required, Contractor to pay Harbors inspector's overtime charges and expenses.

Arrangements for the use of areas within the harbor area, if under the purview of Harbors Division and if available, for work or storage shall be coordinated with the Harbors Construction Engineer and District Manager. However, the State does not warrant or guarantee that areas, beyond or outside of the project limits, and of such size and location that meets the requirements desired by the Contractor for work or storage, will be available to the Contractor within or for the duration of the project. The Contractor is solely responsible for assessing its requirements for work and storage area(s) and for securing such work or storage areas, outside of or beyond the project limits, if it deems that such areas are necessary for it to perform the contract work. The Contractor shall conduct the work in a manner that will not interrupt or otherwise interfere with full operations of the adjoining existing facilities. The Contractor shall at

his own expense, make prompt restitution for damages to these facilities, and payment for loss or injury suffered by users thereof, caused by the Contractor's operations or negligence, holding the State harmless therefrom.

10.19 CONSTRUCTION SCHEDULE

(E) Description: This Section includes specifications for the preparation, updating, revision, and submittal of project progress schedules and the Monthly Progress Status Report. Progress schedules required include the Project Schedule, Updated Project Schedule, and Three-Week Work Plan Schedule. This Section also includes specifications for the submittal of a Payment Schedule, along with a Schedule of Cost Loading and Cash Flow detailing the anticipated monthly payments to be requested based upon the project progress schedule.

(B) General:

1. Progress schedules shall represent a practical plan to complete the Work within the Contract time(s) of completion indicated, and shall convey the Contractor’s intent in the manner of prosecution and progress of the Work.

2. The scheduling and execution of construction in accordance with the Contract Documents are the responsibility of the Contractor. The Contractor shall involve and coordinate all Subcontractors, material Suppliers, and utility companies in the development and updating of progress schedules.

3. The submittal of progress schedules shall be understood to be the Contractor’s representation that the progress schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration indicated in the progress schedule.

4. The payment schedule shall list and detail the anticipated monthly payments based upon the progress schedule to meet the requirements of the Contract Documents and shall be used by the Harbors Division as a guide for Project budgeting purposes.

(C) Project Schedule:

1. The Project Schedule shall be computer produced in the Critical Path Method (CPM) network format. The schedule shall be computer-produced, utilizing project scheduling software such as Microsoft Project, or other equivalent software as approved by the Engineer.

2. The Project Schedule shall be updated monthly and submitted as indicated in Article 10.19 (D), Submittals.

3. The Project Schedule must show, and be of suitable scale format to illustrate, Contract tasks, percent of work scheduled as well as complete, progress bars, baseline schedules, milestones, start and finish dates, total float, and other breakdowns as required by the Engineer. The schedules shall show clearly the sequence of activities and must list specifically the following activities:

a. Interim milestone completion dates. Phasing and staging of the Work as specified shall be prominently identified and salient features, as well as major divisions, of work must be indicated.

b. Preparation and transmittal of Submittals as well as their review by the State.

c. Applications for any permits as well as time(s) to receive approval and acquisition of permits.

d. Contact with, and coordination of, utility companies, coordination durations, and work to be performed by utility companies.

e. Any long-lead time (over 60 days) orders for material and equipment, including dates for ordering, along with procurement and delivery times.

f. Latest start and finish dates for critical path activities.

g. Work to be performed by other contractors, subcontractors, or agencies.

h. Inspection of the Work, including Preliminary Final Inspection, Final Inspection, punch-list(s) work, and Acceptance by the State and all government agencies and utilities.

4. Descriptions of scheduled activities shall include sufficient detail to identify the work, which is to be accomplished:

a. The schedule shall contain sufficient activities to clearly show the sequence and interdependencies of the Work. The schedule shall be prepared in such a way that an activity or group of activities will correspond directly with the bid item breakdown and/or the breakdown of lump sum bid items. The Engineer may, at its sole discretion, request that the Contractor add additional activities and if so, the Contractor shall revise and resubmit the schedule to comply.

b. Activity durations shall be expressed in whole days. Work that is to be performed by Subcontract shall be clearly defined.

c. Float suppression techniques, such as preferential sequencing (crew movement, equipment use, and form reuse), extended duration, imposed dates, scheduling of work not required for the Contract, and others, shall not be used to affect or limit float in the schedule. The use of constraint dates should be minimized, and must be approved by the Engineer.

d. Critical Path activities are those activities with a total float equal to or less than zero. Schedules with negative total float may be found to be impractical by the Engineer.

5. A schedule showing that Work, which is completed in less than the completion time, specified may be found to be impractical by the Engineer.

6. A schedule showing that Work which is completed in less than the completion time specified, which is found to be practical by the Engineer, shall be considered to have float. The float shall be the time between the scheduled completion of the Work and the Contract completion date established in the Proposal and by the Notice to Proceed, as may be revised by contract amendment. Float time shall not be for the exclusive benefit of either the State or the Contractor. Float shall be a resource available to both parties until it is depleted. Float has no monetary value.

7. A schedule found to be impractical for the preceding reasons or any other reasons shall be revised by the Contractor and resubmitted.

(D) Submittals

1. Project Schedules shall be submitted in time-scaled bar-chart (Gantt) format with logic lines shown on sheets no smaller than 22 inches wide by 34 inches long, nor larger than 34 inches wide by 44 inches long. A time-scaled logic network diagram may also be required by the Engineer. An activity report in a tabular form showing the following information shall be submitted with bar-chart: activity ID, description, duration, total float, early start, early finish, late start, late finish, predecessors, successors, constraints, percent complete, and remaining duration.

2. Payment Schedule (Lump Sum Item Breakdown):

   Within 7 calendar days of the official commencement date in the Notice to Proceed or within such further time as the Engineer may allow, the Contractor shall submit an itemized breakdown cost for each of the lump sum bid items for acceptance by the Engineer and for subsequent use as a guide in determining progress payments. The breakdown costs shall reflect a separate schedule of prices for the various items of work associated with each lump sum bid item, with adequate detail that includes but is not limited to quantities. The sum of the constituent prices, pertaining to the lump sum bid item, must equal the lump sum bid amount reflected in the Proposal. This payment schedule shall be subject to acceptance by the Engineer who, at its sole discretion, may reject it and require the Contractor to revise and submit another, or several other, payment schedules if in the Engineer's opinion the prices (in the breakdown cost) are unbalanced or the breakdown costs are not sufficiently detailed.

   a. No progress payments will be processed until both parties agree to an acceptable breakdown of these bid items.

   b. The Contractor shall submit a tentative Payment Schedule to coincide with submittal of his preliminary Project Schedule.

3. All schedule submittals shall include one reproducible and six full-size copies.

4. Schedule submittals will be reviewed by the Engineer, and shall be updated and revised as indicated in Article 10.20 (H), Review, Updates, and Revisions. Resubmittals shall conform to the same requirements as original submittals.

5. The Contractor shall prepare and submit all schedules and schedule analysis reports in electronic format on CD ROM disk as well as hard copies.

6. All progress schedule submittals are subject to review and acceptance by the Engineer. The Engineer retains the right to withhold progress payments until the Contractor submits a progress schedule and progress schedule updates that are acceptable to the State.

7. The Contractor shall submit progress schedules as follows:

   a. The first Project Schedule shall be submitted within fifteen (15) calendar days after award of contract.

   b. The Contractor must submit the Payment Schedule within seven (7) calendar days after the date of the Notice to Proceed.

8. The first of each type of progress schedule and the first Monthly Progress Status Report submitted by the Contractor will be reviewed for format, as well as content. The Engineer may request format changes. Once the format has been approved, all subsequent Schedules and Progress Status Reports shall be submitted in the approved format.

(E) Three-Week Work Plan

1. A schedule in calendar time-scaled bar chart format depicting the Contractor's intended work activities for the upcoming Three-Week period, along with the previous week, must be submitted on a weekly basis and shall be due on the first working day of each week.

2. Any deviations, such as sequences of work, timing, and durations of activities from the approved Project Schedule, shall be noted and explained in writing.

3. The Three-Week Work Plan shall be submitted on sheets not less than 8-1/2 inches by 11 inches, or as approved by the Engineer.

(F) Monthly Progress Status Report

1. The Monthly Progress Status Report shall be a narrative report that describes work activities accomplished in the reporting period, intended work activities for the upcoming reporting period, problems and actions intended by the Contractor to mitigate the problems, work that is being performed out of sequence with approved schedules, status of Change Orders, Notices of

Potential Claims, status of submittals, and status of Contractor procurement items.

2. The Contractor shall submit the report format and obtain the Engineer's approval of the format.

3. The Monthly Progress Status Report shall be submitted monthly, or with each payment request, on sheets no larger than 11 inches by 17 inches, nor any smaller than 8-1/2 inches by 11 inches.

(G) Review, Updates and Revisions

1. The Engineer will review and return the Contractor's progress schedule submittals with written comments according to the following schedule from the date of receipt: Project (CPM) Schedule as well as Schedule of Cost Loading and Cash Flow: 10 calendar days, Three-Week Work Plan: 5 calendar days

2. The Contractor shall make all corrections to the Project Schedule requested by the Engineer, as well as Schedule of Cost Loading and Cash Flow, and resubmit the schedule(s) for acceptance. If the Contractor does not agree with the Engineer's comments, the Contractor shall provide written notice of disagreement within five days from the receipt of the Engineer's comments. The Engineers's comments to the Three-Week Work Plan for which the Contractor disagrees shall be resolved in a meeting held for that purpose, if necessary.

3. At least once each month, or as often as deemed necessary by the Engineer, the Contractor shall submit an updated Project Schedule showing the progress of the Work to date and anticipated activities to be worked on, and the Monthly Progress Status Report as specified in Article 10.19 (F). The submittal of the Project Schedule update and Monthly Progress Status Report shall be at least five days prior to the submittal of a payment invoice. No invoice will be accepted nor will payment be made if there is not an accepted current update in place.

4. If, according to the accepted Project Schedule, the Contractor is thirty or more days behind the Contract completion date of any milestone indicated, or the schedule contains 30 or more days of negative float, considering all

approved time extensions, the Contractor shall submit a revised schedule, showing a practical plan to complete the Work within the specified Contract completion time. The State may withhold progress payments until a revised schedule, acceptable to Engineer, is submitted by the Contractor.

(H) Acceptance of Progress Schedules

1. Engineer's Acceptance of Progress Schedule(s).

The submittal of, and the State's and/or Engineer's receipt of any progress schedule, shall not be deemed an agreement to modify any terms or conditions of the contract. Any modifications to the contract terms and conditions that appear in or may be inferred from an acceptable progress schedule will not be valid or enforceable unless and until the State exercises discretion to issue an appropriate change order. Nor shall any submittal or receipt of an acceptable progress schedule imply the Engineer's approval of the schedule's breakdown, its individual elements, any critical path that may be shown, nor shall it obligate the State to make its personnel available outside normal working hours or the working hours established by the Contract in order to accommodate such progress schedule.

The Contractor has the risk of all elements (whether or not shown) of the progress schedule and its execution. No claim for additional compensation, time, or both, shall be made by the Contractor or recognized by the Engineer for delays during any period for which an acceptable progress schedule or an updated progress schedule as required by Article 10.19 (H), Review, Updates, and Revisions had not been submitted.

Any acceptance or approval of the progress schedule shall be for general format only and shall not be deemed an agreement by the State that the construction means, methods, and resources shown on the progress schedule will result in work that conforms to the contract requirements or that the sequences or durations indicated are feasible.

2. Accelerated Schedule; Early Completion.

If the Contractor submits an accelerated progress schedule (shorter than the contract time), the Engineer's review and acceptance of an accelerated progress schedule does not constitute an agreement or obligation by the State to modify the contract time or completion date. The Contractor is solely responsible for and shall accept all risks and any delays, other than those that can be directly and solely attributable to the State, that may occur during the work, until the contract completion date. The contract time or completion date is established for the benefit of the State and cannot be changed without an appropriate change order or final acceptance by the State. The State may accept the work before the completion date is established, but is not obligated to do so.

If the progress schedule indicates an early completion of the project, the Contractor shall, upon submittal of the progress schedule, cooperate with the Engineer in explaining how it will be achieved. In addition, the Contractor shall submit the above explanation in writing which shall include the State's part, if any, in achieving the early completion date.

Early completion of the project shall not rely on changes to the Contract Documents unless approved by the Engineer.

(I) Measurement and Payment: Separate measurement or payment will not be made for work required under this Article 10.19. All costs in connection with the work specified herein will be considered to be incidental to the various bid items in the Proposal Schedule.

10.20 HARBOR SECURITY

The Contractor shall submit required documentation of all contractor's and sub-contractor'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) If additional security personnel are required to control perimeter access, they must be an employee of an established security guard company doing business in the State of Hawaii for at least the past 12 months. Each guard providing security services for the project shall have, at a minimum, been successfully trained in accordance with the Maritime Transportation Security Act of 2002, MTSA 109 and 33 CFR (Code of Federal Regulations) Part 105.210, Facility personnel with specific security duties. Contractor shall submit a letter to verify qualifications and/or copies of proof of successful training for each assigned security guard.

In addition, for each work day, Harbors security procedures will be as follows:

(D) The State will provide and designate at least one access control point to the project site. . Contractor may use the State designated access point during normal working hours (Monday thru Friday, 7:00 am – 3:30 pm). If the Contractor desires to use an alternate or additional access point(s), or utilize the State designated access point beyond the above indicated normal working hours, a request shall be submitted to the Harbors Construction Engineer at least seven (7) days prior to such action. The request shall identify the location of the alternate access point(s) and/or extended hours of work. Harbors approval of the request must be obtained prior to executing the request. The Contractor will be responsible for all coordinating, hiring and costs associated with providing any and all additional security guards to ensure the site remains secure (to the satisfaction of the State) while the project is on-going (see Item C, above). The

State shall bear no additional costs for security. Upon every entry, each employee must present and possess a valid photo identification (ID) card. If additional guards are required at an existing State controlled access point due to contractor activity, then the State will contact and coordinate the hiring of an additional guard(s). In this case, the Contractor shall be responsible for all costs with providing additional guards. All situations are upon approval of Harbors and solely at contractor's cost.

(E) In the event Harbors Division receives any USCG Notice of Violation (NOV) and/or civil penalties as a result of negligence on the part of the Contractor, its sub-contractors, their representatives, suppliers and manufacturers, the Contractor shall assume full responsibility for said NOVs and/or penalties.

(F) Under the federal Maritime Transportation Security Act (MTSA) and the federal Security and Accountability for Every (SAFE) Port Act all individuals desiring unescorted access to a regulated harbor facility must possess a Transportation Worker Identification Credential (TWIC), proof of MARSEC Awareness training, a valid government issued picture ID card, a valid reason for entry, and a valid driver's license for the drivers of any of their vehicles. The State reserves the right to issue a ninety (90) day suspension of authorized access and entry into the project site to Contractor's and subcontractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site if they have violated or compromised site security. The above mentioned staff are responsible and will be held accountable for any Notice of Violations, fines, and any civil penalties imposed by the United State Coast Guard (USCG) MTSA inspectors if found at fault. The State shall not be responsible for any additional costs or loss of construction time as a result of the suspension(s). The Transportation Worker Identification Credential application can be found on the internet at the following website: http://www.tsa.gov/for-industry/twic. The process for obtaining a TWIC can take an extended period of time. The Contractor will not be granted an extension in contract time if the construction work is delayed by the TWIC process.

(G) 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.

(H) 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 guard(s) (see Item C, above) to monitor ingress and egress. The State shall bear no additional costs for additional labor, materials and/or security guards required for such actions.

(I) Dumping: Any and all abandoned vehicles, appliances, junk and trash, that become found, dumped or left within the project site, after Notice to Proceed and for the duration of the contract, shall be promptly and totally removed from the project site and disposed of in accordance with State and County requirements. The Contractor is solely responsible for preventing unauthorized access during working and non-working hours to eliminate illegal or illicit dumping within the project site for the duration of the contract. All work necessary to comply with

this item will not be paid separately but shall be considered incidental to the various contract items and no separate payment will be made.

(J) By the end of each day, the Contractor shall re-erect and/or restore any and all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and/or 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/or District Manager.

(K) 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/or enhance perimeter security, including restoration of electrical power and lighting, all at the sole expense of the contractor.

(L) 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 longer than 1 week (7 calendar days) in accordance with Articles 8.5 and/or 8.10 of the General Provisions.

(M) Maritime Security Awareness training is mandatory for all personnel entering the Harbor facility. The Contractor shall ensure all of its employees, representatives, subcontractors, vendors, and all alike, requiring access to the harbor area for this project, have been trained before entering the Harbor's property. Prior to starting work on this project, the Contractor shall provide a list of names of all employees, representatives, subcontractors, vendors, and alike, together with a letter attesting that all personnel have received this training to the Harbors District Manager and Construction Engineer. All employees, representatives, subcontractors, vendors, and 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 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 paragraph K above, all other requirements indicated shall be considered incidental to the project, for the life of the project, and shall be provided by the contractor at no additional cost to the State.

10.21 ALTERNATIVES AND SUBSTITUTIONS FOR EQUIPMENT, ARTICLES OR MATERIALS

These specifications and/or plans may specify equipment, articles or materials under a trade name or the name of a manufacturer and his information catalog. The use of alternatives or substitutions of equal quality and characteristics for the purpose intended will be permitted, upon approval of the Director, in accordance with the requirements of the General Provisions, 6.11 Trade Names and Alternatives.

Please note that these requirements include certain deadlines for requests on use of alternatives before bid opening and/or justification for substitutions after the bid opening. The Director also reserves the right to deny any request he deems irregular or not in the best interests of the State.

END OF ARTICLE