

## ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this project includes furnishing of all labor, material, and equipment necessary to repair existing rock revetments and rock wall; remove and replace base course material, asphalt pavement and pavement markings; remove, install and paint new fence posts, fabric, rails, braces, post straps, barbed wires, gate latches and hinges throughout the harbor facility at Kaunakakai Harbor, Molokai.

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 Maintenance Engineer for clarification of the work involved and the character and quality of materials specified.

Approximate repair locations are indicated on the plans. Actual methods of repair may vary from that indicated on the drawings. The Construction Engineer reserves the right to alter repair methods, sizes, and locations to suit field conditions.

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

- A. Reconstruct section of existing rock revetment on west side of causeway with new rocks and mortar.
- B. Repair a portion of damaged existing rock wall on west side of causeway and compact excavated coral base.
- C. Removing existing chain link fence and personnel gates at ferry terminal and replace with new fencing and gates.
- D. Excavating, removal and disposal of excavated asphalt pavement and base course material within the existing storage yard area.
- E. Placing new base course and hot mix asphalt pavement.
- F. Placing new pavement markings.

10.3 HARBOR OPERATIONS - The Contractor shall coordinate its work so as to minimize interference with harbor operations.

Shipping and dock activities by tenants will take precedence over the Contractor's activities. No work will be allowed when a vessel is berthed adjacent to the work area. Vessels call at various days of the week and bidders can obtain information on passenger ship schedules and daily shipping schedules from the internet at [Hawaii.Portcall.com](http://Hawaii.Portcall.com). The exact scheduling of the work and restrictions on the Contractor's activities will be established at the pre-construction meeting. The Contractor shall attend pre-construction meetings to coordinate its work with others and shall complete all work within the work

schedule.

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

**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 Maui District Manager and the Construction Engineer and shall be subject to their written approval. The Contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors Division Maui District Manager and the Construction Engineer. The Contractor will be responsible for maintaining the work and storage areas in a neat and orderly condition.

One of the project areas is heavily used for barge operations. The work shall be done in increments and the State will arrange to clear a portion of the project area to allow the Contractor to accomplish its work. Shipping and Harbor Division activities shall take precedence over Contractor's activities. The Contractor shall be responsible for maintaining the work and storage areas and, if necessary, shall restore these areas to their original condition at no cost to the State in the event any damage results from its operations.

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

- A. Authorized personnel's first name, middle initial(s), and last name by company name.
- B. Vehicle(s) license plate number(s) by company name.
- C. The Contractor may be directed to use a specified entrance to enter and exit the harbor. Upon every entry, each employee must present and possess a photo identification (ID) card.
- D. All Contractor's and sub-contractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to the project site shall wear their photo ID card at all times.
- E. Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- F. If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request approval from the Harbors Construction

Engineer and District Manager. If approval is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering or posting security personnel to monitor ingress and egress. Inspections of vehicles and equipment moving through the access points will be done in accordance with current MARSEC level and directives.

- G. If security personnel are required, the Contractor shall hire the same contract security that provides service to the State of Hawaii, Department of Transportation, Harbors Division. In the event that the security contract for Harbors changes, contractor must hire the new security contractor.
- H. By the end of each day, the Contractor shall re-erect and restore all fencing/barrier/perimeter security measures to the satisfaction of the Construction Engineer and the District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and District Manager.
- I. Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and enhance perimeter security, including restoration of electrical power and lighting, at the sole expense of the Contractor.
- J. At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Division's Construction Engineer or District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages.

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

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

regarding TWIC is available on the TSA website at <https://www.tsa.gov/for-industry/twic>.

**10.6 LIABILITY AND RESPONSIBILITY** - The Contractor shall provide, erect and maintain warning signs, lights, barricades, fences, watchmen and/or all other means as necessary to prevent unauthorized persons and vehicles from entering the job site where they may suffer injury or create a hazard to the construction operations or the work in progress. The Contractor shall also take all reasonable precautions for safety in its operations and to prevent injury to its employees and to others at the job site. The Contractor shall follow all Federal, State and County laws and regulations.

The Contractor shall be responsible for any and all damages to harbor facilities caused by its operations. The Contractor shall, at its own expense, make prompt restitution for damages to the harbor facility caused by its operations or negligence. The Contractor shall hold the State harmless from all claims for loss or injury.

The Contractor shall verify 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 and specifications.

The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. The Contractor shall ensure that no debris, petroleum products or other deleterious materials be allowed to fall, flow, leach or otherwise enter the harbor waters. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it.

**10.7 PERMITS** - The Contractor will require permits for all welding and burning operations if welding is contemplated. The Contractor shall obtain the required work permits from the District Manager.

**10.8 BEST MANAGEMENT PRACTICES** - The Contractor must follow standard best management practices 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 State waters.

The Contractor shall submit a site-specific best management practices plans that fully complies with all applicable requirements of Article XVII – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL to the Construction Engineer before work is started. The plan shall describe methods and procedures to be used to prevent air and water pollution, including preventing any materials, wastes and debris from entering State waters. The Contractor shall revise the plans should it be determined by the Construction Engineer that the plan is insufficient to prevent pollution.

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

10.10 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 PDF/A format digital file with all the field changes showing the locations, dimensions, areas, and the type of repair work completed shall be submitted to the Construction Engineer.

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

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

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

1. Rocks, Mortar/Grout, & Concrete.
2. Fencing Materials – Fabric, posts, rails, post straps, braces, arm tension wires, tension rods, tie wires, barbed wire, etc.
3. Paints.
4. Hot Mix Asphalt Base Course, Pavement Coat, and Tack Coat.
5. Gate Post Hinges, Latches, and Hasps.
6. Work Schedule (two weeks prior to actual construction).
7. BMP Plan and Drawings.

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     Mobilization and Demobilization. Payment shall be made at the lump sum price bid in the Proposal Schedule. Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of mobilization at the work site and approval of the BMP plan. The remaining forty percent (40%) will be included in the final payment under this contract. Such payment shall include setting up and removing all plant equipment and materials at the job site, providing temporary barricades as required for Harbor operations during construction, cleaning up the job site and all other incidental work required to complete this item.
- Item 2     Revetment Repairs. Payment shall be made at the unit price bid per linear foot in the Proposal Schedule for Revetment Repairs. Such payment shall include placing mortar; setting and placing new armor rocks; filling voids between rocks with gout; removing and disposing of the existing dislodged rocks; installation, maintenance, monitoring and removal of BMP; and other incidental work required to complete this item.
- Item 3     Rock Wall Repairs. Payment shall be made at the unit price bid per linear foot in the Proposal Schedule for Rock Wall Repair. Such payment shall include removing damaged portion of rock wall; placing mortar; setting and placing new rocks; filling voids with grout; installing new PVC pipe scupper at west side; placing concrete cap on rock wall; repairing damaged asphalt pavement; and other incidental work required to complete this item.
- Item 4     Fence Repairs. Payment shall be made at the lump sum price bid in the Proposal Schedule for New PVC Fencing. Such payment shall include removing and disposing of the existing chain link fence fabric, personnel gates, and fence posts and straps; installing new fencing, personnel gates and associated hardware; and other incidental work required to complete this item.
- Item 5     Painting. Payment shall be made at the lump sum price bid in the Proposal Schedule for Painting. Such payment shall include furnishing all labor, material and equipment and other expenses required for surface preparation and painting of all new uncoated fence and gate components, new "YB" circular logo pavement markings, and any other incidental work required to complete this item.
- Item 6     Pavement Repairs. Payment shall be made at the unit price bid per square yard in the Proposal Schedule for Pavement Repairs. Such payment shall include removing and disposing of existing asphalt pavement and aggregate base course material by cold planning to a depth of 8 inches; recompacting existing top layer of aggregate base course; placing new 4-inch-thick asphalt base course; applying bituminous tack coat; placing new 4-inch-thick Mix IV hot mix asphalt pavement material; and other incidental work required to complete this item.