SPECIFICATIONS AND PROPOSAL

FOR

HONOLULU HARBOR

PIERS 18 AND 19

DEMOLITION OF PIER 18 SHED AND SHERIFF'S BUILDING

OAHU, HAWAII

JOB S10924

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for **HONOLULU HARBOR, PIERS 18 AND 19, DEMOLITION OF PIER 18 SHED AND SHERIFF'S BUILDING, OAHU, HAWAII, JOB S10924**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: https://hiepro.ehawaii.gov/welcome.html.

The solicitation plans, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HIePRO.

HIePRO OFFER DUE DATE & TIME is June 12, 2026, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of demolishing the Pier 18 Shed and Sheriff's Building at Piers 18 and 19 at Honolulu Harbor, Oahu, Hawaii. The estimated cost of construction is between $600,000 to $900,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering Contractor's "A" license **at the time of bidding.**

The Hawaii Department of Transportation, Air and Water Transportation Facilities Division, 2016 GENERAL PROVISIONS FOR CONSTRUCTION PROJECTS, applicable to this project are available on the internet at: http://hidot.hawaii.gov/administration/con/.

A virtual pre-bid conference is scheduled for May 26, 2026, at 11:00 a.m., HST. Interested bidders shall contact Mr. Gregg Hirokawa, Project Manager, directly at gregg.hirokawa@hawaii.gov, no later than one working day prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than May 27, 2026, at 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

Apprenticeship Preference. A five percent bid adjustment for bidders that are party to apprenticeship agreements pursuant to HRS § 103-55.6 is applicable to this project.

Employment of State Residents on Construction Procurement Contracts. Compliance with HRS §103B-3 is a requirement for this project whereby a minimum of 80 percent of the bidder's work force on this project shall consist of Hawaii residents.

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of HRS § 11-355 which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

Protests. Any protest of this solicitation shall be submitted in writing to the Director of Transportation, in accordance with HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.

The U.S. Department of Transportation Regulation entitled "Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation", Title 49, Code of Federal Regulations (CFR), Part 21, is applicable to this project. Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that the contract entered into pursuant to this advertisement shall be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR, Part 200).

For additional information, contact Gregg Hirokawa, Project Manager, by phone at (808) 587-1985, or by email at gregg.hirokawa@hawaii.gov.

The State reserves the right to reject any or all proposals and to waive any defects in said proposals in the best interest of the public.

DREANALEE K. KALILI
Deputy Director of Transportation for Harbors

HIePRO RELEASE DATE: May 20, 2026

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INSTRUCTIONS FOR CONTRACTOR'S LICENSING

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the "A" and "B" contractor may still bid on and act as the "prime" contractor on an "A" or "B" project *(See, HRS § 444-7 for the definitions of an "A" and "B" project.)*, respectively, the "A" and "B" contractor may only perform work in the areas in which they have the appropriate contractor's license *(An "A" or "B" contractor obtains "C" specialty contractor's licenses either on its own, or automatically under HAR § 16-77-32.)*. The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The General Provision is amended as follows:

A. ARTICLE I - TERMS, ABBREVIATIONS, AND DEFINITIONS

1. Section 1.3 Definitions: The definition for "Subcontractor" is amended by deleting it and replacing it with the following:
"Subcontractor – An individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work."

2. Section 1.3 Definitions: The definition for "Proposal (or Bid)" is amended by deleting it and replacing with the following:
"PROPOSAL (OR BID) - The offer of a Bidder, on the prescribed HDOT form, submitted by the Bidder in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted."

3. Add the following to Section 1.3 Definitions.
"HAWAII ePROCUREMENT SYSTEM (HIePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award."

B. ARTICLE II – STANDARD PROVISIONS FOR COMPETITIVE SEALED BIDS AND AWARDS

1. 2.7 Request for Substitution of Specified Materials and Equipment Before Bid Opening is amended as follows:

   a. The last sentence in the first paragraph (line 147 to 152) be replaced with the following:
   "Where a bidder intends to use a material or equipment of an unspecified brand, make, or model, the bidder must submit a request to the Department for review and approval at the earliest date possible. As specified in the Notice to Bidders, all requests shall be posted as a question in HIePRO under the "Question and Answer" tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HIePRO and supporting documents received by the Project Manager no later than sixteen (16) calendar days before the bid opening date."

b. The first sentence in the second paragraph (line 154 to 156) shall be replaced with the following:

"It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent."

2. 2.8 Preparation and Delivery of Bid is amended as follows: Last paragraph (line 189 to 192) shall be replaced with the following:

"**Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal.** The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified."

3. 2.11 Bid Security is amended by deleting (a) and replacing it with:

"(a) Unless directed otherwise in the invitation for bids, each bid shall be accompanied by bid security which is intended to protect the Department against the failure or refusal of a bidder to execute the contract for the work bid or to supply the required performance and payment bonds. Bid security shall be in an amount equal to at least five percent of the base bid and additive alternates. Bid security shall be in one of the following forms:

(1) A deposit of legal tender;

(2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or

(3) A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by or a certified check

accepted by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars ($100,000.00). If the required amount totals over one hundred thousand dollars ($100,000.00), more than one instrument not exceeding one hundred thousand dollars ($100,000.00) each and issued by different financial institutions shall be accepted.

If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, Aliiaimoku Hale, 869 Punchbowl Street, Room 103, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its surety bid bond shall be included with its bid submitted and uploaded to HIePRO."

4. 2.12 Pre-Opening Modification or Withdrawal of Bids is amended by deleting 2.12 Pre-Opening Modification or Withdrawal of Bids in its entirety and replacing it with the following:

"2.12 PRE-OPENING MODIFICATION OF WITHDRAWAL OF BIDS. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed and submitted and uploaded to HIePRO prior to the bid opening date and time."

5. 2.14 Public Opening of Bids is amended by deleting 2.14 Public Opening of Bids in its entirety.

6. 2.20 Bid Evaluation and Award is amended by replacing 2.20(a) and 2.20(b) with the following:

"(a) The award shall be made to the lowest, responsive, responsible bidder within 120 days after bid opening and shall be based on the criteria set forth in the invitation for bids. The Department may request the bidders to allow the Department to consider the bids for the issuance of an award beyond the 120 day period. Agreement to such an extension must be made by a bidder in writing. Only bidders who have agreed to such an extension will be eligible for the award. No response to request shall mean bidder shall no longer be eligible for award.

(b) No bid shall be withdrawn or corrected for a period of 120 days after bid opening except for a mistake as described in this article; however, a bidder may withdraw a bid without penalty anytime prior to award of the contract if it finds it is unable to comply with the provisions regarding the employment of State of Hawaii residents as described in Section 7.2 and 103B-3, H.R.S."

C. ARTICLE VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. 7.1 Insurance Requirements is amended by deleting paragraph "(b)(4) Builder's Risk for All Work" in its entirety.

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SPECIFICATIONS

PART I

GENERAL PROVISIONS

The Hawaii Department of Transportation AIR and WATER Transportation Facilities Division General Provisions for Construction Projects dated 2016 is not physically included in these specifications. The General Provisions are available at

http://hidot.hawaii.gov/administration/con/

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL - The work to be done under this project includes furnishing of all labor, materials and equipment necessary to demolish the Pier 18 Shed and the Sheriff's Building at Piers 18 and 19 at Honolulu Harbor, Oahu, Hawaii.

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

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

A. Mobilization and demobilization.

B. Submittal of best management plans including all submittal and documentations associated with removal and disposal of hazardous materials.

C. Removal and disposal of hazardous materials.

D. Demolition of the Sheriff's Office at Pier 19, including tree at south side.

E. Demolition of the Pier 18 Shed.

F. Installation of new electrical equipment and support frame at Pier 18.

10.3 CONTRACT DRAWINGS – The location and size of the repair areas shown on the plan are approximate and are included for bidding purposes only. All structures and portions of structures shown on the plan are existing unless specifically noted. Existing conditions shown are based on the best available information. No guarantee is given that they are more than approximately correct.

10.4 WORK SCHEDULE - The work schedule and assignment of storage area(s) shall be discussed and coordinated with the Harbors Oahu District Manager and the Construction Engineer and shall be subject to their written approval. The Contractor shall submit an initial progress work schedule within 30 days after the execution of the contract. This schedule shall include NTP date, submittals dates, including expected review/approval time, materials procurement, including ETA, pre-construction meeting, mobilization, construction activities, final inspection, and project acceptance dates. The Contractor shall turn in a work schedule two (2) weeks prior to actual construction for approval by the Harbors Oahu District Manager and the Construction Engineer. The Contractor shall be responsible for maintaining the work and storage areas in neat and orderly condition.

Shipping and dock activities by tenants/users will take precedence over the Contractor's activities. Vessels call at various days of the week. An approximate vessel schedule for the project area can be found at hawaii.portcall.com. The exact scheduling of the work and restrictions on the Contractor's activities will be established at the pre-construction meeting.

Phasing and careful coordination of the work will be required to allow continuous use of the project location and adjacent areas including the shed above. No live loads are allowed over repair areas. Parking and operations in the shed will need to be coordinated to avoid loading repair areas. The office along Nimitz Highway is on grade and may remain open. Assume tenant operations will be ongoing in areas adjacent to repair areas for the duration of the project. The Contractor shall be responsible for coordination with all tenants/users of the area and the Harbors District Operations Staff on a daily basis regarding scheduling of all work at no additional cost to the State.

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

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

10.5 LIABILITY AND RESPONSIBILITY - The Contractor shall provide, erect and maintain warning signs, lights, barricades, fences, watchmen and/or other means as necessary to prevent unauthorized persons from wandering onto the job site where they may suffer injury or create a hazard to the construction operations or the work in progress. The Contractor shall also take 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 be responsible for any and all damages to harbor and adjacent facilities caused by its operations and 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 remove defective work and replace the required work at no cost to the State.

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.

Hawaii One Call. The Contractor shall comply with the Hawaii One Call law, HRS Section 269E-4. This includes, but is not limited to, coordination with the Hawaii One Call Center (HOCC) for any work involving excavation at least five (5) working days but not more than

twenty-eight (28) calendar days prior to commencing excavation. The Contractor shall provide to HOCC a description of the excavation site that may include the county, place, address and measurements as needed. HOCC contact information: telephone 811; website http://www.digsafelyhawaii.com.

Microbial water quality test results of harbor waters at pier nearby the project (taken in April 2018) indicate that fecal coliform and enterococci bacterial levels can exceed applicable Hawaii Department of Health and U.S. Environmental Protection Agency water quality standards at times. These bacterial levels may remain elevated during and after heavy storm runoff conditions. Accordingly, the Contractor will notify its employees of the potential of fecal-contaminated harbor waters while working on the water in the project area and provide the necessary precautions to protect its workers from potential waterborne illnesses and skin infections at no additional cost to the State.

10.6 BEST MANAGEMENT PRACTICES (BMPs) - 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 harbor waters.

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

10.7 PERMITS - The Contractor will require permits for all welding and burning operations. The Contractor shall obtain the required work permit from the Harbors Oahu District Manager.

A Building Permit from the City and County of Honolulu will not be required for this project.

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

A. Best Management Practices (BMP) Plan, including removal of hazardous material in accordance with Article XII of these Technical Specifications.

B. Health and Safety Plan

C. Proof of valid TWIC and MARSEC credential card for all Contractor and Sub-contractor workers.

D. Demolition and Removal Plan and Schedule

E. Removal and Disposal of Asbestos-Containing Material as required by Article XIII of these specifications.

1. ACM Removal Work Plan
2. Notice
3. Entry Log
4. Daily Field Logs
5. Waste and Disposal and Waste Shipment Records
6. Final Clearance Report

F. Lead Paint Control Measures as required by Article XIV of these specifications.

1. Lead Compliance Plan
2. Laboratory Analytic Results
3. Uniform Hazardous Waste Manifest Form

G. Concrete Work as required by Article XVII of these specifications.

1. Reinforcing Steel
2. Concrete Mix Design
3. Steel Reinforcing Shop Drawings
4. Material Certificates

H. Structural Steel Work as required by Article XVIII of these specifications.

1. Product Data
2. Shop Drawings
3. Welding Procedure Specifications and Procedure Qualification Records
4. Qualification Data
5. Welding Certificates
6. Mill Test Reports
7. Product Test Reports
8. Survey of Existing Conditions

9. Field Quality-Control and Special Inspection Reports

I. Electrical Work as required by Article XIX of these specifications.

1. Shop Drawings

2. LED Luminaire Warranty

J. Epoxy Coating as required by Article XX of these specifications.

1. Product Data

K. Security Fence as required by Article XXI of these specifications.

1. Product Data

2. Shop Drawings

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

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

10.11 HARBOR SECURITY - The Contractor shall submit required documentation of all Contractor and subcontractor's employees, their representatives, suppliers, manufacturers, and alike, and of all necessary vehicles needing access to the project site to the Harbors Construction Engineer and Oahu 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. 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.

D. 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.

E. 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 Oahu 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.

F. If security personnel are required, the Contractor shall hire the same contract security that provides service to the State of Hawaii, Department of Transportation, Harbors. In the event that the security contract for Harbors changes, Contractor must hire the new security contractor.

G. By the end of each day, the Contractor shall re-erect and restore all fencing/barrier/perimeter security measures to the satisfaction of the Harbors Construction Engineer and the Oahu District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Harbors Construction Engineer and Oahu District Manager.

H. 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.

I. At times, the maritime security level for the State of Hawaii and/or the security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors Construction Engineer or Oahu District Manager. The Department of Transportation, Harbors will consider impacts to the work and schedule as a result of prolonged work stoppages.

J. Prior to starting work on this project, the Contractor shall provide a list of names (full legal name) of all employees, representatives, subcontractors, vendors, and all alike, as well as their vehicles license number, that will be entering the project site. All employees, representatives, subcontractors, vendors, and all alike, shall wear their respective company's identification card bearing the company's name, the individual's first and last name, and middle initial(s), and a recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

With the possible exception of Item I 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.

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

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

10.13 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 (Not to exceed 6% sum of all Items, excluding this Item). Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment described in Article XI of these Specifications shall include setting up all plant equipment and materials at the job site, providing temporary barricades as required for Harbor operations during construction, and all other incidental work required to complete this item.

Item 2 – Demolition of Sheriff's Building - Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include demolition and disposal of the Sheriff's Building at Pier 19 and all attached structures and equipment, including disconnecting, cutting, and plugging utility services to be removed; removal of tree at south side of building; providing temporary barricades as required for Harbor operations during construction; full compensation for asbestos and lead containing paint mitigation and precautionary measures, including air monitoring; removal and disposal of hazardous waste; submitting required documents related to hazardous material removal and disposal; furnishing labor, material, tools, equipment, and all other incidental work required to complete this item.

Item 3 – Demolition of Pier 18 Shed - Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include demolition and disposal of the Pier 18 Shed and select attached and adjacent structures and equipment, temporary removal of electrical equipment to remain, providing temporary barricades as required for Harbor operations during construction, full compensation for asbestos and lead containing paint mitigation and precautionary measures, including air monitoring; removal and disposal of hazardous waste; submitting required documents related to hazardous material removal and disposal; furnishing labor, material, tools, equipment, and all other incidental work required to complete this item.

Item 4 – Pier 18 Equipment Frame – Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include construction of new equipment frame and footing at Pier 18, structural excavation and demolition of existing shed footing as necessary for frame footing installation, reinstallation of electrical equipment to remain, trenching for electrical lines, furnishing and installation of new electrical equipment and connections, and all other incidental work required to complete this item.

Item 5 – Exposed Anchor Repair - Payment shall be made at the unit cost price bid in the Proposal Schedule. Such payment shall include removal of exposed anchors and reinforcing, patching of concrete, and all other incidental work required to complete this item.

Item 6 – Pier 18 Security Fence – Payment shall be made at the lump sum price bid in the Proposal Schedule. Such payment shall include construction of new security fence and footings at Pier 18, and all other incidental work required to complete this item.

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

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

ARTICLE XI - MOBILIZATION AND DEMOBILIZATION

11.1 GENERAL

A. Related Documents - The General Provision of the contract, including the General Provisions for Construction Projects (2016) and General Requirements of the Specifications, apply to the work specified in this Section.

B. General Requirements - Section 699 of "*Hawaii Standard Specifications for Road and Bridge Construction, 2005*," are hereby incorporated into and made a part of these specifications by reference unless otherwise modified hereinafter.

C. Mobilization - The Contractor shall mobilize and transport his construction plant and equipment including materials and supplies for operation to the site of work, construct temporary buildings and facilities as necessary, and assemble the equipment at the site as soon as possible after receipt of Notice to Proceed, subject to the provisions of the General Provisions.

D. Demobilization - The Contractor shall demobilize and transport his construction plant and equipment including materials, supplies and temporary buildings off the site as soon as possible after construction is completed. Demobilization shall include all cleanup required under this contract and as directed by the Engineer. Demobilization and final cleanup shall be completed prior to final acceptance.

11.2 MATERIALS (Not Applicable)

11.3 EXECUTION (Not Applicable)

11.4 MEASUREMENT AND PAYMENT

A. Method of Measurement

1. Mobilization shall not be measured for payment. The maximum bid allowed for "Mobilization" is an amount not to exceed six (6) percent of the sum of all items (excluding this item). If the proposal submitted by the

bidder indicates an amount in excess of the allowable maximum, the indicated amount or amounts shall be reduced to the allowable maximum; the "Total Amount for Comparison of Bids," in the proposal schedule shall be adjusted to reflect any such reduction. For the purposes of comparing bids and determining the contract price to be inserted in the contract awarded to the bidder, if any is so awarded, the "Total Amount for Comparison of Bids" adjusted in accordance with the foregoing shall be used and the bidder's proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith."

2. Demobilization will not be measured for payment.

B. Basis of Payment

1. Mobilization will be paid for at the contract lump sum price under Mobilization. Partial payment will be made as follows:

   i. When 2 1/2 percent of the original contract amount is earned, 50 percent of the bid amount will be paid.

   ii. When 5 percent of the original contract amount is earned, 75 percent of the bid amount will be paid.

   iii. When 10 percent of the original contract amount is earned, 100 percent of the bid amount will be paid.

   iv. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

C. Payment for Mobilization shall be made as described in Article X of these Specifications.

ARTICLE XII – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

For Project NOT Subject to NPDES NOI-C Permit

12.1 DESCRIPTION

This section is required for all work, including the Contractor's storage sites. It describes the following:

A. A detailed site-specific Best Management Practice (BMP) Plan including diagrams and narratives; constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site including local material sources, work areas and access roads; removing and disposing of wastes and hazardous wastes; and control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion). Additionally, all projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors, Stormwater Management Plan (SWMP) requirements, unless exempted, and are subject to Harbors Stormwater BMP inspections. If any requirement conflicts with those administered by State of Hawaii, Department of Health (HDOH), the Contractor shall follow the more stringent requirement.

B. Compliance with applicable federal and other state permit conditions.

C. Work associated with dewatering and hydrotesting activities and compliance with conditions of the NPDES general permit coverage authorizing discharges associated with construction activity dewatering and hydrotesting.

12.2 GENERAL REQUIREMENTS

In order to provide for the control of water pollution, dust, and erosion arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, the work performed shall comply with all applicable federal, state, and local laws and regulations concerning water pollution control including, but not limited to, the following regulations:

A. State of Hawaii, HDOH, Hawaii Administrative Rules (HAR) Chapter 11-54 – Water Quality Standards and Chapter 11-55 – Water Pollution Control.

B. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, HDOT Harbors, Stormwater Management Plan.

C. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, City and County of Honolulu (CCH), Rules Relating to Water Quality.

D. For projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors ONLY, CCH, Storm Water BMP Manual for Construction.

E. 40 CFR Part 110, Environmental Protection Agency (EPA), Discharge of Oil.

F. 40 CFR Part 117, EPA, Determination of Reportable Quantities for Hazardous Substances.

G. 40 CFR Part 261, EPA, Identification and Listing of Hazardous Waste.

H. 40 CFR Part 302, EPA, Designation, Reportable Quantities, and Notification.

I. 49 CFR Part 171, U.S. Department of Transportation, Hazardous Materials Regulations.

12.3 MATERIALS

Materials shall conform to the following when applicable:

A. Slope Drains. Slope drains may be constructed of pipe, fiber, mats, erosion control fabric, geotextiles, rubble, Portland cement concrete, bituminous concrete, plastic sheets, or other materials acceptable to the Construction Engineer.

B. Grass. Grass shall be quick growing species such as rye grass, Italian grass, or cereal grasses. Grass shall be suitable to the area and provide a temporary cover that will not compete later with permanent cover. Alternative grasses are allowable if acceptable to the Construction Engineer.

C. Fertilizer and Soil Conditions. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Construction Engineer.

D. Silt Fences. Silt fences shall be synthetic filter fabric mounted on posts and embedded in compacted ground in compliance with American Society for Testing and Materials (ASTM) D6462-03, Standard Practice for Silt Fence Installation.

E. Berms. Berms shall be gravel or sand wrapped with geotextile material. Alternate materials are allowable if acceptable to the Construction Engineer.

F. Alternate materials or methods to control, prevent, remove, and dispose of pollution are allowable if acceptable to the Construction Engineer.

12.4 CONSTRUCTION

A. Preconstruction Requirements.

1. Temporary Stormwater Pollution, Dust, and Erosion Control Meeting. The contractor shall be required to submit a site-specific BMP Plan to the Construction Engineer and address all comments by the Construction Engineer. After the Plan is accepted in writing by the Construction Engineer, the Contractor shall schedule a meeting with the Construction Engineer before the start of construction work to discuss the sequence of work, and plans and proposals for stormwater pollution, dust, and erosion control.

2. Temporary Water Pollution, Dust, and Erosion Control Submittals.

The Contractor shall submit the site-specific BMP Plan to the Construction Engineer prior to the start of work for review of compliance with this Article. A site-specific BMP Plan template is available online at https://hidot.hawaii.gov/harbors/malamaikeawakai/, under **HDOT Harbors Construction and Post-Construction Programs – Documents and Forms**.

a. Written site-specific BMP Plan shall include the following as applicable:

1) Identification of potential pollutants and their sources and other factors that may cause water pollution, dust, and erosion.

2) A list of all material and heavy equipment to be used during construction. Vehicles and equipment shall be well maintained and free from any type of fluid leaks.

3) Construction schedule.

4) Name(s) of specific individual(s) designated responsible for water pollution, dust and erosion controls on the project site. Include home, business, and cellular telephone numbers, fax numbers, and e-mail addresses.

5) Descriptions of the methods and devices used to eliminate certain pollutants (e.g., wastewater, fuels, solvents, detergents, toxic or hazardous substances) from discharging into state waters and drainage systems, and provide details

of BMP(s) to be installed or utilized. Indicate approximate dates when BMP(s) will be installed and removed.

6) Description of maintenance and subsequent removal of BMP(s).

7) Method(s) of removal and disposal of solid and regulated hazardous wastes encountered or generated during construction. The Contractor is advised to procure regulated hazardous materials on an as-needed basis, as feasible. All excess regulated hazardous materials at the conclusion of this project shall remain the property of the Contractor and shall be removed from HDOT Harbors property upon the completion of the project.

8) Method(s) of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.

9) Method(s) of containing, removing and disposing of demolition dust and debris to minimize the discharge of these pollutants into state waters and drainage systems.

10) Spill kit contents and location.

11) Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.

12) Method(s) of storing and handling of regulated hazardous materials (e.g. oils, paints) and other products used for the project. Safety Data Sheets (SDS) for all regulated hazardous materials used during construction activities shall be kept on-site throughout the duration of the project and readily available upon inspection. All containers of regulated hazardous materials should be provided with secondary containment during storage. Regulated hazardous materials not specifically needed in the execution of this project shall not be brought or stored on site. As feasible, the Contractor is encouraged to use products that do not contain any regulated constituents. The use of green products is encouraged.

13) Method(s) of concrete washout/waste control.

14) Method(s) of managing material stockpiles to minimize erosion and dust.

15) Good housekeeping practices.

a) Minimize tracking of sediment offsite from project entrances and exits.

b) Litter management. The Contractor shall have a comprehensive housekeeping policy and shall actively enforce housekeeping requirements. Housekeeping items include, but are not limited to, cups, cans, bottles and other forms of lightweight litter, unattended containers of hazardous materials, concrete debris (e.g. dust, chips, and other sweepings), and discarded articles of disposable Personal Protective Equipment (e.g., earplugs, dust masks, and gloves). Employees who are specifically tasked with housekeeping duties shall be identified by name.

c) The Contractor should provide and maintain covered waste receptacles. No construction debris or other refuse that is generated as a result of project activities is to be disposed in HDOT Harbors-owned waste receptacles.

16) Provide plan(s)/drawing(s) showing location of followings when applicable:

a) Boundaries of the property and the locations where construction activities will occur, including:

i. Locations where earth-disturbing activities will occur (noting any sequencing of construction activities);

ii. Approximate slopes and drainage patterns with flow arrows before and after the construction;

iii. Locations where sediment, soil, or other construction materials will be stockpiled;

iv. Locations of any contaminated soil or contaminated soil stockpiles;

v. Locations of any crossings of state waters;

vi. Designated points on the site where vehicle will exit onto paved roads;

vii. Locations of structures and other impervious surfaces upon completion of construction; and

viii. Locations of construction support activity areas.

b) Locations of all state waters, including wetlands and indicate which water bodies are listed as impaired.

c) The boundary lines of any natural buffers.

d) Topography of the site, existing vegetative cover, and features (e.g., forest, pasture, pavement, structures), and drainage pattern(s) of stormwater onto, over, and from the site property before and after major grading activities.

e) Stormwater discharge locations, including locations of any storm drain inlets on-site and in the immediate vicinity of the site to receive stormwater runoff from the project; and locations where stormwater will be discharging to state waters (including wetlands).

f) Locations of all potential pollutant-generating activities.

g) Locations of stormwater control measures; and

h) Locations where chemicals will be used and stored.

17) Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a

hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Parts 110, 117, or 302, occurs during a 24-hour period. Contact information must be in locations that are readily accessible and available.

18) The Contractor shall date and sign the site-specific BMP Plan.

b. The Contractor shall keep the accepted Plan on-site or at an easily accessible location throughout the duration of the project. Revisions to the Plan shall be included with the original plan. The Contractor shall obtain written acceptance from the Construction Engineer before revising BMP. An updated Plan shall be kept on-site throughout the remainder duration of the project.

The Contractor shall follow guidelines in the "*The City and County of Honolulu Storm Water Best Management Practice Manual – Construction*," (dated November 2011) in developing, installing, and maintaining BMP for the project. Additionally, the Contractor shall follow applicable CCH Rules Relating to Water Quality for all projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors, and use respective Soil Erosion Guidelines for other Maui, Kauai and Hawaii County projects. Information can be found at the respective County websites.

B. Construction Requirements are as follows.

1. No work shall be allowed to begin until submittals detailed in Subsection 12.4.A.2 – Temporary Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Construction Engineer. The Contractor shall prevent pollutants from entering state waters. These efforts shall address areas such as those that drain to water, are over water, or drain to storm drains in the area of the project site. The Contractor shall design, operate, implement, and maintain the Plan to ensure that storm water discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.

2. All projects at Honolulu, Kalaeloa Barbers Point, and Kahului Harbors are subject to HDOT Harbors SWMP requirements for construction at those harbors unless the project meets a specified exemption class. The requirements include, but are not limited to, construction site BMP initial,

recurring (i.e. every two weeks from October through March and every two months otherwise), and final inspections at the frequencies outlined in the SWMP. No grading or land disturbance activities are allowed until the initial BMP inspection is completed and required BMPs are found to be properly installed.

3. Address all comments received from the Construction Engineer.

4. Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.

5. Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.

6. BMP shall be in place and operational until the construction is completed and accepted by Harbors.

7. Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto roadways.

8. Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Construction Engineer.

9. Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be a source of fugitive dust.

10. Clean up and remove any pollutant that can be attributed to the Contractor.

11. Install or modify BMP due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted site-specific BMP Plan or a BMP that replaces an accepted site-specific BMP that is not satisfactorily performing.

12. Properly maintain BMP.

13. Remove, replace or relocate any BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to the project or public.

14. The Contractor's designated representative specified in Subsection 12.4.A.2.a.4 shall address any BMP concerns brought up by the Construction Engineer within 24 hours of notification, including weekends and holidays. Should the Contractor fail to satisfactorily address these concerns, the Construction Engineer reserves the right to employ outside assistance or use the Construction Engineer's own labor forces to provide necessary corrective measures. The Construction Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Construction Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply BMP shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP may result in one or more of the following: The Contractor being fully responsible for all additional costs incurred by HDOT Harbors including any fines levied by HDOH, suspension of the Contract, or cancellation of the Contract.

C. Hydrotesting Activities. If work includes removing, relocation or installing waterlines, and the Contractor elects to flush waterline or discharge hydrotesting effluent into state waters or drainage systems, obtain a Notice of General Permit Coverage (NGPC) authorizing discharges associated with hydrotesting waters from the HDOH Clean Water Branch (CWB). If a permit is required, prepare and submit permit application (CWB-Notice of Intent (NOI) Form F) to the HDOH CWB.

Do not begin hydrotesting activities until the HDOH CWB has issued a NGPC. Hydrotesting operations shall be in accordance with conditions in the NGPC. Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Construction Engineer.

D. Dewatering Activities. If excavation of backfilling operations requires dewatering, and the Contractor elects to discharge dewatering effluent into state waters or existing drainage systems, obtain an NGPC authorizing discharges associated with construction activity dewatering from the HDOH CWB. If a permit is required, prepare and submit permit application (CWB-NOI Form G) to the HDOH CWB.

Do not begin dewatering activities until the HDOH-CWB has issued an NGPC. Conduct dewatering operations in accordance with the conditions in the NGPC. Submit a copy of the NPDES Dewatering Application and Permit to the Construction Engineer.

12.5 MEASUREMENT AND PAYMENT

A. All work under this section will not be measured nor paid for separately but shall be considered incidental and included in the lump sum price. The contract price paid shall be full compensation for all labor, tools, equipment, and all other incidentals necessary to complete the work.

ARTICLE XIII – REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

13.1 GENERAL

This section specifies Contractor's responsibilities for handling, treatment, removal, repair, storage, transportation, and disposal of asbestos-containing material (ACM) during the Honolulu Harbors, Piers 18 and 19, Demolition of Pier 18 Shed and Sheriff's Building project.

A. Refer to "Letter Report – Hazardous materials survey for the Demolition of the Pier 18 Shed and Sheriff's Office at Pier 19. Honolulu Harbor, Oahu, Hawaii, 96817" dated December 12, 2025. Asbestos was identified in the following materials, all quantities are estimates.

    1. Dark brown floor tile (3% chrysotile) and tan/black floor mastic (0-2% Chrysotile) underlying the grey sheet vinyl in the bathrooms of the Sheriff's Office bathrooms, approximately 150 Square Feet.
    2. Dark brown vinyl floor tile (3% chrysotile) and black mastic (1% Chrysotile) in the Sherrif's Office storage room, approximately 100 Square Feet

B. The Contractor shall verify locations and quantities of ACM. ACM is defined as any material that contains one percent (1%) or more of asbestos fibers by volume; however, for the purpose of this section and per OSHA, any measurable levels of asbestos will be considered a health and safety concern and therefore shall be subject to the same control requirements.

C. The Contractor shall conduct work in accordance with applicable federal, state, and local regulations. The objective is to prevent asbestos exposure to site workers, other trades, the public, and the environment.

D. The Contractor shall ensure that employees and subcontractors involved in disturbing or removing ACM have access to relevant information, understand and control the asbestos hazards, and avoid exposure to self, site workers, and the public.

E. Removal of ACM shall be conducted prior to the start of any building demolition work.

    1. Furnish all labor, materials, and equipment necessary to carry out the safe separation, removal, repair, and disposal of ACM in compliance with all applicable laws and regulations.

13.2 REFERENCES

Publications listed below from part of this section.

A. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA).

1. 29 CFR 1926.1101 Safety and Health Regulations for Construction, Toxic and Hazardous Substance, Asbestos

B. U.S. Environmental Protection Agency (EPA)

1. 40 CFR 763 AHERA

C. State of Hawaii Administrative Rules

1. HAR 11-501, Asbestos Requirement

D. The Contractor shall comply with all applicable Federal and State regulations. Where conflict or any inconsistency among requirements with this specification exists, the more stringent requirements shall apply. Ignorance of the above requirements or of any applicable Federal and State regulations resulting in additional cost shall be borne by the Contractor

E. All regulations shall govern these specifications, except that any more stringent specification or any specification providing greater protection against asbestos exposure, injury, loss, or liability shall be controlled to the extent permitted by regulation. Any question regarding conflict or inconsistency between specifications and/or regulations should be referred to by the Officer-in-Charge.

F. The Contractor shall not initiate work without the Qualified Consultant present.

13.3 DEFINITIONS

A. Abatement: Procedure to control fiber release for asbestos-containing materials

B. Abatement Contractor: State of Hawaii registered asbestos contractor engaged to remove and dispose of ACM

C. Amended Water: Water containing a wetting agent or surfactant

D. Area Monitoring: Sampling airborne asbestos fibers within and outside the asbestos Work Area, which is representative of the airborne concentrations of asbestos fibers that may reach the breathing zone of personnel potentially exposed to asbestos.

E. Asbestos: a group of naturally occurring minerals that separate into fibers. There are six asbestos minerals use commercially – chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.

F. Asbestos Work Area. An area established by the Contractor to demarcate areas where ACM/Assumed ACM removal from buildings is conducted, ACM/Assumed ACM removal (designated as Class I, II, or III asbestos work in 29 CFR 1926.1101) is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limit. Requirements for regulated areas are set out in paragraph (e) of 29 CFR 1926.1101.

G. Asbestos Fibers: Asbestos fibers that have a length to diameter ratio of at least 3:1 and longer than 5 micrometers.

H. Competent Person. An employee specially trained in an EPA AHERA Supervisor training course, who can identify existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them. The duties of the competent person are defined in 29 CFR 1926.1101 (o).

I. Contractor: The individual, firm, or entity that has entered a contract with the State to perform the Work and is responsible for all labor, supervision, materials, equipment, subcontractors, and compliance with this section and all applicable Federal, State, and local regulations.

J. Excursion Limit (EL). The employer shall ensure that no employee is exposed to an airborne concentration of asbestos more than 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by the method prescribed in Appendix A to 29 CFR 1926.1101, or by an equivalent method.

K. Friable Asbestos Material: Material that contains more than 1% asbestos by weight, which can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friable asbestos is considered hazardous during removal and disposal procedures.

L. HEPA Filter equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining asbestos fibers. Filters shall be 99.7 percent efficient for retaining fibers of 0.3 micrometers and larger.

M. Non-friable asbestos material: Material that contains asbestos in which the fibers have been locked in by a bonding agent, coating, or other material so that the asbestos is well bound and may not release fibers more than the asbestos permissible exposure limit during any appropriate use, handling, storing, transporting, or processing. Non-friable asbestos material may become friable and hazardous during removal and disposal.

N. Officer-in-Charge. Owner's representative for this project for work that pertains to ACM/Assumed ACM only.

O. Permissible Exposure limit: The limit is 0.1 fibers (longer than 5 micrometers) per cubic centimeter of air as an 8-hour time-weighted average as determined by Appendix A of 29 CFR 1926.1101.

P. Personal Monitoring: Sampling of asbestos fiber concentration within the breathing zone of an employee to determine the 8-hour time weighted average in accordance with Appendix A of 29 CFR 1926.1101. Samples shall be representative of the employees' work tasks. Breathing zone shall be considered an area within 12 inches of the nose or mouth of an employee.

Q. Qualified Consultant: Independent third-party, not an employee of the Contractor or on the Contractor's payroll, who will ensure ACM removal work is performed in accordance with the specification and regulations. The Qualified Consultant shall be retained by the Contractor and have AHERA Project Monitor certification from HDOH. The Qualified Consultant shall have at least five (5) years of experience supervising or directing abatement of asbestos and other hazardous materials

R. Removal Encapsulant: Manufactured asbestos penetrating encapsulant designed specifically for asbestos removal.

S. Surfactant (wetting agent): Chemical wetting agent added to water to improve penetration. The surfactant shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of one fluid ounce to 5 gallons of water or as specified by the manufacturer.

T. Time Weighted Average (TWA): TWA is an 8-hour time weighted average of airborne concentration of fibers (longer than 5 micrometers) per cubic centimeter of air which represents the employee's 8-hour workday as determined by Appendix A of 29 CFR 1926.1101.

13.4 PRE-CONSTRUCTION MEETING

A. A meeting shall be held prior to site work and shall be conducted by Officer-in-Charge.

1. Attendance: The Contractor, the CP and the Qualified Consultant shall be present. When the Abatement Contractor is a sub-contractor to the Contractor, a representative of the Abatement Contractor shall also attend.
2. Agenda
    a. Review final schedule for project.

b. Verify compliance with pre-construction requirements.

c. Reviewing engineering controls, personal protective equipment (PPE), abatement equipment, and hazard control measures for workers, other trades, and the environment.

d. Review work procedures and responsibilities.

13.5 SUBMITALS

A. The Contractor shall submit the following pre-work submittals for approval prior to initiating ACM disturbance work.

1. ACM Removal Work Plan: Not fewer than 10 working days before commencement of asbestos work, submit a Work Plan to the Officer-in-Charge describing the work procedure. The plan must be written and signed by a HDOH Certified Asbestos Project Designer. Information contained within the work plan should include, but is not limited to, sequencing of work; work area preparation and setup; locations of equipment, decontamination units, and waste storage areas; ACM handling, transportation, and disposal; personal protective equipment; air monitoring; and clean up and clearance; and contain copies of worker certifications.
2. Notice: Not fewer than 10 working days before commencement of asbestos work, send "Notification of Demolition and Renovation" and all applicable Federal and State submittal requirements to the HDOH, Indoor and Radiological Health Branch, Asbestos Section. Copies of the submittal documents shall be submitted to the Engineer.

B. The Contractor shall submit the following post-work submittals.

1. Entry Log: Maintain a log of all personnel who enter the work area while asbestos work is in progress until after final clearance is received.
2. Daily Field Logs: Submit daily field logs if the work takes more than one day to complete.
3. Waste Disposal and Waste Shipment Records: Submit copies of asbestos shipment records, trip tickets, and disposal receipts for all asbestos containing waste materials removed from the work area.
4. Final Clearance Report: Submit final clearance report within 10 working days of receipt of air clearance test results. Final clearance report shall include laboratory reports, visual inspection documentation, and certification by the Qualified Consultant.

13.6 MATERIALS

The Contractor shall ensure that all materials and equipment used for this project are asbestos-free.

A. Plastic Sheeting: Sheet plastic must be polyethylene of 6 mil minimum thickness and must be provided in the largest sheet size necessary to minimize seams.

B. Plastic Bags: Plastic Bags must be polyethylene of 6-mil minimum thickness

C. Tapes: Tapes shall be capable of sealing joints of adjacent sheets of polyethylene and for attaching polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including the use of amended water.

D. Adhesives: Adhesives shall be capable of sealing lapped sheets of polyethylene together or to finished or unfinished surfaces of dissimilar materials. Adhesives shall adhere under both dry and wet conditions.

E. Surfactant (Wetting Agent): 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether, or equivalent, shall be mixed with water to provide a concentration of one ounce, or more as needed, of surfactant to 5 gallons of water.

F. Warning Labels and Signs: As required by OSHA regulations 29 CFR 1926.1101 Labels for asbestos debris must also comply with 29 CFR 1926.1101. The generator's name and address must be attached or included in bagged or wrapped asbestos debris.

G. Other Materials: Provide all other materials, such as, but not limited to, lumber, plywood, nails, fasteners, metal studs, hardware, sealants, and caulking, which may be required to properly prepare and complete this project.

H. Tools and Equipment: HEPA vacuum and air purifying units. Use suitable tools for the proposed asbestos work procedures.

I. Water Sprayer: Airless or pressure sprayer for amended water application, as applicable.

13.7 PERSONAL PROTECTIVE EQUIPMENT

A. The Contractor acknowledges that it is their responsibility for implementing personal protection requirements in accordance with 29 CFR 1926 and that these specifications provide only a minimum acceptable standard.

B. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA. All work related to the removal, wrapping,

bagging, and cleaning of ACM shall be performed in NIOSH approved half-face respirators equipped with HEPA cartridges.

1. Workers loading and unloading asbestos debris at the project site and disposal site shall wear NIOSH-approved respirators equipped with HEPA cartridges.
2. No bearded or unshaven person(s) shall be allowed onsite to perform asbestos work.

C. Provide workers with sufficient sets of disposable protective full-body clothing consisting of material impenetrable by asbestos fibers and of the proper size for each individual to accommodate movement without tearing. Such clothing shall consist of full-body coveralls, footwear, gloves, and headgear. Provide hard hats as required by applicable safety regulations. Disposable clothing shall not be allowed to accumulate and shall be disposed of daily as asbestos-containing waste. Protective clothing shall be worn by all personnel within the work area from the start of the removal until the work area has received its final visual clearance.

D. No visitors shall be allowed in work areas, except as authorized by the Officer-in-Charge and with appropriate personal protective equipment as stated above.

13.8 WORK AREA PREPARATION

A. Notice and Protection of Workers. Post caution signs in and around the work area to comply with 29 CFR 1926.1101, and all other federal, state, and local rules and regulations. Signs should be posted at a distance sufficiently far enough away from the work area to permit the reader to take the necessary protective measures to avoid exposure.

B. Safeguarding of Property. Take all cautions necessary to ensure there is no asbestos contamination of areas not included in the work area. The Contractor shall take whatever steps may be necessary to safeguard his work and the property of the Owner and other individuals in the vicinity of his work area during the execution of this Contract. He shall be responsible for and make good on all damage caused by his or his employees' negligence. No structure will be loaded such that the weight of the load will endanger the structure.

C. Site Security. The Contractor shall be solely responsible for security of the work area and in proximity of Contractor's equipment and materials. Entry into the regulated area during disturbance of ACM/Assumed ACM is restricted to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, State and local inspectors, and any other designated individuals. A list of authorized personnel shall be established prior to job start.

D. Entry Log. A log shall be maintained of all personnel other than the batement Contractor's employees and agents who enter the work area while asbestos work is in progress until after final clearance is received. At a minimum, the log shall contain the following information. Copies shall be submitted to the Contracting Officer weekly if the work takes more than one day.

1. Date of visit.
2. Visitor’s name, employer, business, address, and telephone number.
3. Time of entry and exit from work area.
4. Purpose of visit.
5. Type of protective clothing and respirator work.

Copies shall be submitted to the Contracting Officer weekly if the work takes more than one day.

E. Product Handling. Deliver materials to the site in original packages, containers, or bags fully identified with manufacturer's name, brand, and lot number. Store materials in a dry well-ventilated space, under cover, off the ground, and away from surfaces subject to dampness or condensation. Material that becomes contaminated with asbestos shall be disposed of in accordance with applicable regulations. Replacement materials shall be stored outside the contaminated work area until asbestos work is completed.

F. Set Up the Decontamination Unit

G. Air Monitoring. Refer to Article XV – AIR MONITORING

13.9 REMOVAL WORK

A. Workers performing removal and repair work shall wear appropriate PPE in accordance with Federal and State requirements.

B. Clean and adequately wet ACM in place with amended water.

C. The Contractor shall always use “wet methods” when removing, bagging, and disposing of asbestos materials to maintain a wet condition and to minimize asbestos fibers and dispersion.

D. Where ACM is removed, HEPA vacuum asbestos-containing dust and debris left on walls and floor after the removal of asbestos-containing flooring materials. Bag asbestos containing dust and debris for disposal.

E. Dispose of the removed ACM and workers' protective clothing as asbestos contaminated waste in accordance with applicable Federal and State requirements.

13.10 DISPOSAL

A. All disposal-related documentation should be provided to the Officer-in-Charge for review and comment before any regulated waste materials leave the project site.

B. ACM and contaminated material shall be adequately kept wet, double-bagged (6-mil thick plastic bag), and appropriately labeled. The outside of all containers should be clean before leaving the work area. A label with the name of the waste generator and location from which the waste was generated shall be clearly indicated on the outside of the wrap or bag.

C. Large asbestos materials shall be wrapped in 6-mil minimum thickness polyethylene sheets and taped with duct tape. Asbestos materials shall be rewrapped with a second polyethylene sheet and taped before disposal to the dumpsite. Each bundle of wrapping shall not exceed 50 pounds in weight. Damaged polyethylene sheeting will not be accepted for disposal at the landfill.

D. As the work progresses and waste is generated, the Contractor shall transport waste to the authorized disposal site each day, unless specifically approved by the Officer-in-Charge to delay a disposal operation for one day. The Contractor shall transport all waste to the pre-designated disposal site in accordance with EPA regulations.

E. Vehicles used for transporting waste to the disposal site shall bear warning signs and markings in accordance with Federal and State requirements. At the conclusion of the asbestos work, vehicle compartments shall be wet-cleaned and HEPA-vacuumed to eliminate all debris.

F. Workers unloading bags at the disposal sites shall be dressed in full body protective clothing and shall wear NIOSH-approved respirators equipped with HEPA cartridges.

G. Bagged and/or wrapped waste must be placed, not dropped, at the site of burial. Dumping bags from containers or trucks will not be allowed. However, if it is acceptable to the landfill, if the bags are torn, the entire container may be buried.

H. Waste disposal shipment records shall be properly completed to assure custody and disposal of all ACM and asbestos-contaminated waste at approved disposal sites. Asbestos waste disposal forms shall be kept on file as directed by the Officer-in-Charge, with copies submitted to the Officer-in-Charge the next working day after each trip.

I. All expenses for waste disposal shall be the complete responsibility of the Contractor. The Contractor shall schedule waste disposal with the waste disposal facility at least 24 hours prior to waste disposal delivery.

13.11 CLEANING OF THE WORK AREA

A. HEPA vacuum asbestos-containing dust and debris left after the removal of the ACM. Bag dust and debris for disposal.

B. Remove asbestos work signage.

C. Completely remove all protective covering used to protect the work area.

D. All contaminated equipment and tools used for removal and repair work shall be wrapped in two layers of 6-mil polyethylene sheets prior to removal from the work area. No washing of contaminated equipment and tools will be allowed at the project site.

13.12 MEASUREMENT AND PAYMENT

A. All work under this section will not be measured nor paid for separately but shall be considered incidental and included in the lump sum price. The contract price paid shall be full compensation for all labor, tools, equipment, and all other incidentals necessary to complete the work.

ARTICLE XIV – LEAD PAINT CONTROL MEASURES

14.1 GENERAL

A. This section specifies the Contractor's requirements and responsibilities for handling and management of lead paint during the Honolulu Harbors, Piers 18 and 19, Demolition of Pier 18 Shed and Sheriff's Building project.

B. Contractor shall ensure all lead paint control work is performed in accordance with applicable federal, state, and county rules and regulations. The contractor shall comply with all requirements of 29 CFR 1926.62, and all applicable Environmental Protection Agency (EPA) regulations regarding lead-containing paint

C. Sampling confirmed that lead-based paint (LBP) and lead-containing paint (LCP) are present at the project site. Loose and flaky lead paint should be removed prior to demolition.

1. Refer to "Letter Report – Hazardous materials survey for the Demolition of the Pier 18 Shed and Sheriff's Office at Pier 19. Honolulu Harbor, Oahu, Hawaii, 96817" dated December 12, 2025, prepared by Environmental Science International, Inc. and appended at the end of the specifications.

14.2 REFERENCES

It is the Contractor's responsibility to ensure that all work is conducted in accordance with applicable federal, state, and county regulations, standards, and guidance including but not limited to the following.

A. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA)

1. 29 CFR 1926.62 - Construction Industry Standard Lead Standard

B. U.S. Environmental Protection Agency (EPA)

1. 40 CFR parts 249 – 279 Resource Conservation and Recovery Act (RCRA)
2. 40 CFR Parts 171 – 179 DOT Hazardous Materials Transportation

14.3 DEFINITIONS

A. Action Level: The OSHA action level for airborne lead is 30 micrograms per cubic meter ($\mu g/m^3$) as an 8-hour time-weighted average (TWA).

B. Air Monitoring. Process of measuring the content of a specific, known volume of air in a stated period. For this project, National Institute for Occupational Safety and Health (NIOSH) Method 7082 shall be used for lead air monitoring.

C. Authorized Visitor. The Officer-in-Charge, Qualified Consultant, their representatives, air monitoring personnel, or a representative of any regulatory or other agency having jurisdiction over the project

D. Contractor: The individual, firm, or entity that has entered a contract with the State to perform the Work and is responsible for all labor, supervision, materials, equipment, subcontractors, and compliance with this section and all applicable Federal, State, and local regulations.

E. HEPA Filter equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining asbestos fibers. Filters shall be 99.7 percent efficient for retaining fibers of 0.3 micrometers and larger.

F. Lead: Metallic lead, all inorganic lead compounds, and inorganic lead soaps. Excluded are all other organic lead compounds

G. Lead Paint: Paint that contains lead at concentrations above the method detection limit (MDL). Paint that contains lead concentration at or above 5,000 milligrams per kilogram (mg/kg) is considered Lead-Based Paint (LBP)

H. Lead Control Area: A system of control methods to prevent the spread of lead dust, paint chips or debris to adjacent areas that may include temporary containment, floor or ground cover protection, physical boundaries, and warning signs to prevent unauthorized entry of personnel. HEPA filtered local exhaust equipment may be used as engineering controls to further reduce personnel exposures or building/outdoor environmental contamination.

I. Monitoring Specialist. Person under the supervision of the Contractor-hired Qualified Consultant who is trained in health and safety requirements for lead exposure and air monitoring. The Monitoring Specialist should have at least two (2) years of experience in similar lead projects, have experience in sampling employees and ambient air, and monitoring for compliance with applicable regulations and work plans.

J. Officer-in-Charge. Owner's representative for this project for work that pertains to lead-containing materials only.

K. Permissible Exposure Limit (PEL): The OSHA PEL is 50 $\mu g/m^3$ as an 8-hour TWA.

L. Personal Monitoring: Sampling of airborne lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62. Samples must be representative of the employees' work tasks. Breathing zone must be considered an area within a

hemisphere, forward of the shoulders, with a radius of 150 to 225 mm 6 to 9 inches and centered at the nose or mouth of an employee.

M. Qualified Consultant: Independent third-party, not an employee of the Contractor or on the Contractor's payroll, hired by the contractor, who is educated and trained in recognizing and evaluating hazards associated with lead-containing materials removal and demolition. The Qualified Consultant should have at least five (5) years of experience on similar projects, have experience with managing wastes and hazardous waste for construction and demolition projects, and being familiar with the applicable regulations pertaining to these activities.

N. Time Weighted Average (TWA): Average exposure to a contaminant or condition to which workers may be exposed without adverse effect over a period such as an 8-hour day or 40-hour week.

14.4 PRE-CONSTRUCTION CONFERENCE

A. Hold a conference prior to demolition activities which shall be conducted by Officer-in-Charge.

1. Attendance: The Contractor, the Qualified Consultant, and the Monitoring Specialist shall be present. When the demolition contractor is a sub-contractor to a General Contractor, a representative of the General Contractor shall also attend.
2. Agenda:
    a. Review of the final schedule for the project
    b. Verify compliance with pre-construction requirements
    c. Obtain copies of all mandatory notifications.
    d. Review procedures and responsibilities.

14.5 SUBMITTALS

A. Lead Compliance Plan: Not fewer than 10 working days before commencement of lead disturbance work, submit a written Lead Compliance Plan. The plan shall include, but is not limited to, the following: description of each activity in which lead is emitted, a description of the specific means that will be employed to achieve OSHA compliance, name and contact number for the Qualified Consultant, engineering controls (as needed), air monitoring procedures (as needed), identification of required PPE, and waste transportation and disposal practices.

B. Records: Upon completion of the lead disturbance work the Qualified Consultant shall submit the following to the Officer-in-Charge:

1. Laboratory analytical results: Submit a copy of air monitoring results to the

Officer-in-Charge within 24 hours of receipt from the laboratory.

2. Uniform Hazardous Waste Manifest Form: Submit completed hazardous and non-hazardous waste manifests as applicable within 5 days of disposal. Before any disposal documentation is drafted, the quantities and types of hazardous waste generated shall be reported to the Officer-in-Charge.

14.6 MATERIAL AND EQUIPMENT

A. Plastic Sheeting: Sheet plastic must be polyethylene of 6 mil minimum thickness and must be provided in the largest sheet size necessary to minimize seams.

B. Plastic Bags: Plastic Bags must be polyethylene of 6-mil minimum thickness

C. Tapes: Tapes shall be capable of sealing joints of adjacent sheets of polyethylene and for attaching polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including the use of wetting agents. Tape must be minimum 50 mm 2 inches wide, industrial strength.

D. Adhesives: Adhesives shall be capable of sealing lapped sheets of polyethylene together or to finished or unfinished surfaces of dissimilar materials. Adhesives shall adhere under both dry and wet conditions.

E. Containers: When used, containers must be leak-tight and be labeled in accordance with EPA, DOT and OSHA standards.

F. Warning Labels and Signs: As required by OSHA regulations 29 CFR 1926.62. Labels for lead debris must also comply with 29 CFR 1926.62. If lead waste is determined to be hazardous, then labeling shall comply with the applicable EPA and DOT labeling requirements.

G. Water Sprayer: Airless or pressure sprayer for amended water application, as applicable.

H. Other Materials: Provide all other materials, such as, but not limited to, lumber, plywood, nails, fasteners, metal studs, hardware, sealants, and caulking, which may be required to properly prepare for and complete this project.

14.7 WORK AREA PREPARATION

A. The Contractor shall ensure that:

1. Pre-construction submissions, notifications, postings, and permits have been provided and are satisfactory to the Officer-in-Charge.

2. All equipment for lead paint disturbance work, clean-up, and disposal is onsite.
3. All worker training and certification are completed and the Monitoring Specialist for the lead disturbance work is designated. No work shall be performed unless the designated Monitoring Specialist is on site.
4. Notify the Officer-in-Charge and obtain approval from the Officer-in-Charge prior to proceeding with lead paint disturbance work. Work shall not start until the Contractor has received written permission from the Officer-in-Charge to commence lead paint disturbance work.

B. The Contractor shall demarcate the exterior of the lead control area.

1. The Contractor shall provide physical boundaries around the lead control area by roping off the designated work area, provide dust fencing, or other enclosures to ensure that lead contaminated fugitive dust does not escape outside of the lead control area.
2. The Contractor shall prohibit visitors from accessing the lead control areas except as authorized by the Officer-in-Charge and with appropriate personal protective equipment.
3. The Contractor shall provide warning signs at approaches to lead control areas and locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area.
    a. Signs must comply with the requirements of 29 CFR 1926.62 and applicable state and local regulations.
4. Whenever personnel exit the lead control area, they must perform the following procedures and must not leave the workplace wearing any clothing or equipment worn in the control area.
    a. Step 1: Remove protective clothing in the designated change area and place it in an approved impermeable disposal bag.
    b. Step 2: Wash hands and face at the site, do appropriate disposable or uncontaminated reusable clothing, move to an appropriate shower facility, shower.

14.8 LEAD DISTURBANCE WORK

A. Workers performing lead disturbance work shall wear appropriate personal protective equipment in accordance with Federal and State requirements.

B. The Contractor shall select lead removal processes (i.e. controlled demolition, wetting, etc.,) to minimize contamination of work areas outside the control area

with lead contaminated dust or other lead contaminated debris or waste and to ensure that unprotected personnel are not exposed to hazardous concentrations of lead. The Contractor shall describe this removal/control process in the Lead Compliance Plan.

C. Dispose of the lead-containing waste in accordance with Federal and State regulations.

14.9 MONITORING AND TESTING

A. Testing and monitoring shall be performed in accordance with Article XV – AIR MONITORING.

14.10 CLEANING OF THE WORK AREA

A. Remove work signage.

B. Final Cleanup. When the lead work has been completed, the area will be cleaned of all visible lead paint contamination by vacuuming with a HEPA-filtered vacuum cleaner, where applicable.

C. Visual Clearance.

1. The Qualified Consultant shall visually inspect the affected surfaces for residual lead paint chips and accumulated dust before the eventual removal of the lead control area.
2. If the Qualified Consultant requests recleaning due to visual dust or residual paint chips, the process will be repeated until the clearance is obtained. The Contractor shall not remove the lead control area or roped off perimeter and warning signs prior to the Officer-in-Charge’s receipt of the Qualified Consultant's lead clearance verification. Any additional clearance inspection initiated by the Contractor or required due to failure of the first clearance inspection, shall be at the Contractor's expense.

D. Toxicity Characteristic Leaching Procedure (TCLP) Sampling and Analysis for waste disposal.

1. The Contractor shall be responsible for collecting representative samples of different waste streams and analyzing the samples for eight RCRA metals by TCLP analysis. The TCLP test result must be compared to the EPA limits (40 CFR 261.24), to determine if the demolition debris can be disposed of at a local landfill and/or metal recycling company approved for such purposes.
2. The Contractor shall be responsible for obtaining waste disposal approval from the landfill.

E. Waste Transportation and Disposal

1. Hazardous Waste. If any waste is found to be classified as hazardous waste, the owner will be notified within 24 hours and all hazardous wastes labeled, stored, and secured in accordance with applicable regulations.

   Local waste landfill facilities do not accept RCRA hazardous waste. All hazardous waste must be disposed of at an EPA-approved U.S. mainland RCRA hazardous waste disposal facility. All hazardous waste must be tracked under USEPA ID Number HI0000026484 and removed from the project site within 90 days.

2. Non-hazardous Waste. Non-hazardous lead waste and debris may be disposed of at the local waste landfill facility that is State approved to accept such waste.

   a. Notify Non-hazardous Waste Landfill Operator: The Contractor shall advise the Non-hazardous Waste landfill operator, at least 24 hours prior to transportation, of the material to be delivered.

   b. Provide the Non-hazardous Waste Landfill Operator with applicable TCLP results, which indicate that the waste material is non-hazardous.

   c. If the TCLP results indicate that waste is hazardous waste, the Contractor, within three (3) days, shall securely store, label, and handle the materials in accordance with EPA regulations for hazardous waste. The Qualified Consultant shall ensure that the hazardous waste regulations are being followed for these wastes.

14.11 MEASUREMENT AND PAYMENT

A. Work under this section will not be measured nor paid for separately but shall be considered incidental to and included in the prices bid for the various items of work in this project.

ARTICLE XV – AIR MONITORING

15.1 GENERAL

A. The Contractor shall employ or subcontract testing and air monitoring to personnel qualified to provide such monitoring for the purpose of:

1. Verification of compliance with the specifications listed in

a. ARTICLE XIII - REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS; and

b. ARTICLE XIV - LEAD PAINT CONTROL MEASURES.

2. Providing engineering controls during the project.

B. The testing/air monitoring requirements shall conform to all applicable Federal, State and local regulations and shall be incorporated into this section. Testing/air monitoring requirements shall comply with EPA, OSHA, HIOSH and the Final Response to Asbestos Hazard Emergency Response Act (AHERA)

C. Costs incurred due to Contractor's inability to control hazards shall be borne by the Contractor, including but not limited to, legal, medical, regulatory and public relations, investigations, monitoring, testing, and reporting.

15.2 DEFINITIONS

A. Abatement Contractor: State of Hawaii registered asbestos contractor engaged to remove and dispose of ACM.

B. Area Monitoring: Sampling airborne asbestos fibers within and outside the asbestos control area, which is representative of the airborne concentrations of asbestos fibers that may reach the breathing zone of personnel potentially exposed to asbestos.

C. Asbestos Containing Material (ACM): any material or product which contains more than 1% asbestos by volume.

D. Contractor: The individual, firm, or entity that has entered a contract with the State to perform the Work is responsible for all labor, supervision, materials, equipment, subcontractors, and compliance with this section and all applicable Federal, State, and local regulations.

E. Lead Control Area: A system of control methods to prevent the spread of lead dust, paint chips or debris to adjacent areas that may include temporary containment, floor or ground cover protection, physical boundaries, and warning signs to prevent

unauthorized entry of personnel. HEPA filtered local exhaust equipment may be used as engineering controls to further reduce personnel exposures or building/outdoor environmental contamination.

F. Monitoring Specialist. Person under the supervision of the Contractor-hired Qualified Consultant who is trained in health and safety requirements for lead exposure and air monitoring. The Monitoring Specialist should have at least two (2) years of experience in similar lead projects, have experience in sampling employees and ambient air, and monitoring for compliance with applicable regulations and work plans.

G. Officer-in-Charge: Owner's representative for this project for work that pertains to lead-containing materials, and asbestos containing materials only.

H. Personal Monitoring: Air sampling of asbestos fiber, and lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average in accordance with Appendix A of 29 CFR 1926.1101 and 29 CFR 1926.62. Samples shall be representative of the employees' work tasks. Breathing zone shall be considered an area within six to nine inches of the nose or mouth of an employee.

I. Physical Boundary: An area physically roped or partitioned off around lead control area to limit unauthorized entry of personnel.

J. Project Monitor: State of Hawaii certified individual to ensure hazardous materials removal work is performed in accordance with the specification and regulations. The Project Monitor shall be retained by the contractor and have AHERA Project Monitor certification from the Hawaii Department of Health (HDOH). The Project Monitor shall have at least two (2) years of experience supervising or directing abatement of asbestos and other hazardous materials.

K. Qualified Consultant: Independent third-party, not an employee of the Contractor or on the Contractor's payroll, who is hired by the Contractor and who is educated and trained in recognizing and evaluating workplace hazards and providing guidance on the methods and means of removing or correcting such hazards within the work environment. For this contract, the workplace hazards are work related to ACM removal and lead paint removal and demolition. The Qualified Consultant shall have AHERA Project Monitor certification from HDOH. The Qualified Consultant should have at least five (5) years of experience on similar projects, have experience of managing waste and hazardous waste for construction and demolition projects, and be familiar with the applicable regulations pertaining to these activities

15.3 ABATEMENT CONTRACTOR'S RESPONSIBILITIES

A. The Abatement Contractor shall be responsible for providing daily personnel air monitoring and necessary records for all Abatement Contractor's employees for the

duration of the project as required by 29 CFR 1926.1101, and all other applicable laws. Personnel air monitoring results shall be submitted to the Office-in-Charge upon request.

B. The Abatement Contractor shall obtain the legally required reports for air monitoring as part of the Contract. All air monitoring reports should include all field data, laboratory reports, test results and other pertinent information about the daily work activities.

C. Monitoring information developed by the Qualified Consultant's activities shall be for the use of the Officer-in-Charge. The information will be available and offered to the Abatement Contractor when developed, but not thereafter, and shall not waive the Abatement Contractor's obligations stated elsewhere in this section. The Contractor is responsible for monitoring workers as well as necessary records for the Contractor's employees as required by OSHA and HIOSH.

D. Air monitoring and testing which becomes necessary to follow up on work by the Abatement Contractor, which is rejected as not conforming to the requirements, shall be the responsibility of the Qualified Consultant. However, the full cost of such additional monitoring and testing shall be borne by the Abatement Contractor and shall be deducted from the final contract payment.

E. Personal air monitoring that becomes part of the Qualified Consultant's scope of work shall be accommodated by the Abatement Contractor and shall not be assumed to be the monitoring required of the Abatement Contractor by law or regulation. The full cost of such personal air monitoring and testing shall be borne by the Abatement contractor and shall be deducted from the final contract payment.

F. The Abatement Contractor shall be responsible for the proper, required notification to the EPA and State of Hawaii Department of Health.

15.4 VISUAL INSPECTION

A. The Qualified Consultant shall conduct visual inspections of the work areas where asbestos abatement and demolition work is being conducted.

1. Asbestos-containing materials (ACM): The Qualified Consultant will conduct visual inspections of the work area prior to, during, and after removal operations to ensure general cleanliness of the work area. The Qualified Consultant will also conduct a final visual clearance of the work area prior to the opening of the work area for other trades and personnel.

2. Lead Paint: The Qualified Consultant will conduct visual inspections of the work area prior to, during, and after demolition operations to ensure general cleanliness of the work area. The Qualified Consultant will also conduct a final visual inspection of the lead control area prior to the opening of the lead

control area for other trades and personnel.

B. Following the removal of ACM, the Qualified Consultant together with the Abatement Contractor's representative, will conduct a visual inspection of the work area. The work area shall be free of visible material or debris generated during the removal process. Also, all generated waste shall be properly packaged, labeled, and secured following each removal period or shift. The Abatement Contractor shall re-clean the work area if the Qualified Consultant does not accept that the area is visually clean. Subsequent cleaning operations due to failure of visual clearance shall be the responsibility of the Abatement Contractor. No change orders will be allowed.

C. The final visual clearance inspection shall only be conducted when the work area is visually clean of debris, waste material, tools, and all other foreign materials.

15.5 TESTING/AIR MONITORING

A. The Contractor is solely responsible for protecting his workers, other personnel, and the public for any of his work activities at the work site and on state property regardless of testing and monitoring conducted by the Qualified Consultant.

B. The Qualified Consultant will ensure that the applicable specifications are being followed using the methods and requirements of the applicable scope of work.

C. The Qualified Consultant shall have the authority to implement engineering control measures during the project and stop work if deemed necessary.

D. Throughout the entire removal demolition operations, air monitoring shall be conducted to ensure that the Contractor is complying with this specification, EPA and OSHA regulations and any applicable state and local government regulations.

E. Air monitoring shall be performed by the Qualified Consultant or by a Project Monitor under the direct supervision of a Qualified Consultant.

F. Asbestos air monitoring and lead air monitoring shall be performed to detect airborne fiber and dust concentrations in and outside the work area for the duration of the project, respectively. An adequate amount of samples of from each of the following locations shall be collected daily (downwind or outside of the work area, upwind of the work area, and in the work area (not including blanks).

G. The Abatement Contractor shall be responsible for daily personal air samples that shall be collected on at least 25% of the Abatement Contractor's personnel (minimum 2 personnel) performing removal work on similar tasks for the duration of the project. Submit personal air monitoring results within 5 working days to the Contracting Officer.

1. Asbestos air monitoring and testing will be conducted according to the

method prescribed by OSHA 29 CFR 1926.1101 (f). Asbestos in air samples (environmental and occupational) shall be analyzed by NIOSH 7400 method.

2. Lead air monitoring and testing will be conducted according to the method prescribed by OSHA 29 CFR 1926.62 (d). Lead in air samples shall be analyzed by NIOSH Method 7082 FAAS or equivalent.

H. Costs involving investigations, air monitoring, legal, medical, regulatory and public relations, testing, and reporting due to Contractor failure to control hazards shall be borne by Contractor and shall be deducted from the final contract payment.

I. Additional testing performed by the Qualified Consultant shall be accommodated by Contractor but shall not remove Contractor's responsibility of monitoring required by law and contract specifications.

J. The Contractor shall be responsible for final cleanup and decontamination following gross removal, remove the final polyethylene sheeting, or drop cloth, but leave the coverings for critical barriers, such as doors, windows, air ducts, etc., until successful visual clearance is obtained.

K. Additional area air monitoring and/or testing necessary because of insufficient cleanup efforts by Contractor shall be borne by Contractor.

15.6 MEASUREMENT AND PAYMENT

A. All work under this section will not be measured nor paid for separately but shall be considered incidental and included in the lump sum price. The contract price paid shall be full compensation for all labor, tools, equipment, and all other incidentals necessary to complete the work.

ARTICLE XVI – DEMOLITION AND REMOVAL WORK

16.1 GENERAL

A. Work under this Article includes furnishing all labor, materials and equipment necessary to demolish the Pier 18 Shed and Sheriff's Building at Piers 18 and 19 at Honolulu Harbor.

B. In general, the work includes, but is not necessarily limited to, the following:

1. Demolition of the Pier 18 Shed and select attached and adjacent structures and equipment.

2. Demolition of the Sheriff's Building and attached structures and equipment at Pier 19.

C. All work shall be in accordance with the following sections of the Standard Specifications except as modified or supplemented herein:

Section 201	Clearing and Grubbing
Section 202	Removal of Structures and Obstructions
Section 706	Concrete, Clay and Plastic Pipe
Section 707	Metal Pipe

Sections on Materials referenced in the above sections are hereby incorporated.

D. Submit proposed demolition and removal procedures to the Construction Engineer before work is started. Procedures shall provide detailed description of methods and equipment to be used for each operation, and sequence of operations including tentative dates and times where demolition work will produce excessive noise levels.

16.2 CONSTRUCTION METHODS

A. All work shall be executed in an orderly and careful manner with due consideration for all items to remain. The Contractor shall take precautions to prevent unnecessary damage to items indicated to remain. The Contractor shall repair any unnecessary damage to items indicated to remain at no cost to the State

B. Noise and Dust Control. The following noise and dust control measures are listed to reduce the negative impacts to the tenants of Honolulu Harbor during the construction activities.

1. The Contractor shall coordinate with the Construction Engineer the dates and times when demolition work will produce excessive sound levels. The Contractor shall schedule work around tenant operations or provide

other measures to minimize noise during construction activities when required.

2. The Contractor shall take appropriate action to check the spread of dust and to avoid the creation of nuisance in the surrounding area. Provide barriers, dust screens, tarpaulins or similar action to prevent damage to and dust from entering the adjacent structures. Comply with all dust regulations imposed by local air pollution agencies.

3. The Contractor shall obtain approval from the Construction Engineer for proposed noise and dust control measures to be implemented during the construction activities prior to placement.

C. Use of explosives will not be permitted.

D. Survey for Hazardous Areas. The Contractor shall survey the entire area around the project site to ensure that no hazardous vapors are present. The Contractor shall certify in writing that the project site shall be safe for hot work and free of hazardous vapor. No open flame, hot cutting, welding or other hot work will be permitted without the certification.

E. Hazardous Materials. Hazardous materials were found at the site. Following these Articles is a hazardous materials survey report. Contractor shall follow all applicable laws, codes and regulations for containment, removal and disposal of hazardous materials. See Articles XIII, XIV, and XV for additional information.

F. Contractor shall notify the Construction Engineer if existing utilities will not be in service during demolition work.

G. Removal and Disposal

1. Title of Materials. Title to all materials to be removed, except as specified otherwise, is vested in the Contractor upon approval by the Construction Engineer of the Contractor's demolition and removal procedures, and authorization to begin demolition. The State will not be responsible for the condition or loss of, or damage to, such property after notice to proceed.

2. Removed material shall be disposed of away from the project site in a lawful manner at no cost to the State. The Contractor will not be allowed to deposit removed material into trash dumpsters owned by the State or tenants.

3. Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Comply with Federal, State, and local hauling and disposal regulations.

H. Existing Utilities

1. All existing utilities to remain below the demolished Sheriff's Office at Pier 19 shall be capped per applicable codes and regulations.

2. All existing utility stub outs at the Pier 18 Shed shall be capped per applicable codes and regulations.

16.3 PAYMENT - Payment for demolition work shall as specified in Article X of these Specifications.

ARTICLE XVII – CONCRETE WORK AND EXCAVATION

17.1 GENERAL

A. Work under this Article includes furnishing all labor, materials and equipment necessary to install the concrete equipment frame, security fence, and bollard footings at Pier 18; perform trenching work related to electrical ducts at Pier 18; and repair existing anchors throughout the project area.

B. In general, the work includes, but is not necessarily limited to the following:

1. Structural excavation as necessary for installation of the equipment frame footing.

2. Installing reinforcing steel for equipment frame footing.

3. Placing concrete for equipment frame footing.

4. Removal of concrete surrounding reinforcing steel in anchor repair areas.

5. Preparing concrete repair areas.

6. Placing patching compound at anchor repair areas.

C. All work shall be in accordance with the following sections of the Standard Specifications except as modified or supplemented herein:

Section 204	Excavation and Backfill for Miscellaneous Facilities
Section 401	Asphalt Concrete Pavement
Section 407	Bituminous Tack Coat
Section 503	Concrete Structures
Section 601	Structural Concrete
Section 602	Reinforcing Steel
Section 711	Concrete Curing Materials and Admixtures

Sections on Materials referenced in the above sections are hereby incorporated.

17.2 MATERIALS

A. Fill – On-site material excavated within the project limits may be utilized in the fills required, unless otherwise specified in the plans or otherwise directed by the Construction Engineer during construction. Roots, trees, branches and all other organic matter missed during clearing and grubbing shall be removed from the fill material. Generally, fill materials, unless otherwise specified, may consist of rock, gravel, sand or soil, or a mixture thereof.

B. Rocks – Rocks greater than 6 inches in diameter shall be removed off-site or stockpiled for use other than as an engineered fill. Rocks may be placed in areas suitable for rock disposal in accordance with the recommendations of the Construction Engineer.

C. Concrete - Concrete shall be Class f'c = 3,000 psi conforming to Section 601 "Structural Concrete" of the Standard Specifications.

D. Admixture - Admixture to be used in the concrete shall be approved by the Construction Engineer and shall conform to Section 711 of the Standard Specifications. Contractor shall strictly adhere to the manufacturer's recommendations regarding the use of admixtures including storage, transportation and method of mixing. When freezing or very high temperatures are a concern during shipping and storage, MCI-2005NS-AL shall be used when recommended by the manufacturer or supplier.

CORTEC MCI 2005NS migrating corrosion inhibiting admixture manufactured by Cortec Corporation and fly ash shall be added at the following rates and as recommended by the manufacturer.

CORTEC MCI-2005NS: 1.5 pints per cubic yard of concrete

To combat climate change and reduce the concrete carbon footprint, supplementary cementitious material(s) shall be used to reduce the cement content in the concrete for this project. The following supplementary cementitious material shall be substituted for cement by weight at the following rate and as recommended by the concrete supplier.

Fly Ash: 20% by weight of cement

For trenching work related to electrical ducts, the water to cementitious ratio shall be a maximum of 0.45 and the mix water shall be reduced as necessary to account for the admixtures.

For all other concrete work, the water to cement ratio shall be 0.40 and the mix water shall be reduced as necessary to account for the admixture.

E. Reinforcing Steel – Reinforcing steel shall be ASTM A615 Grade 60.

F. Curing Compound for concrete repairs shall be accepted to the Harbors Construction Engineer

G. Forms shall conform to Section 503.03.C "Forms" of the Standard Specifications.

H. Snap ties and inserts shall be plastic or stainless steel.

I. Patching Compound

1. For form and pour repairs, patching compound shall be Sikacrete 211 SCC Plus by Sika or approved equal.

2. For repairing vertical repairs in lifts, patching compound shall be Sikaquick VOH with Latex R by Sika or approved equal.

J. Bituminous Tack Coat – Tack coat shall be slow-setting emulsified asphalt, Type SS-1, conforming to Section 407 of the Standard Specifications.

K. Asphalt Pavement – Asphalt pavement shall be Mix III conforming to Section 401 of the Standard Specifications. Cold Patch-Instant Road Repair may be used for smaller areas.

L. Other Materials – All other materials not specifically listed herein but required for the successful installation and completion of the work are included and are subject to approval.

13.1 CONSTRUCTION METHODS

A. Excavation and Grading

1. Excavation shall be done within the limits as shown on the drawing. Contractor shall exercise caution during excavation so as to prevent damage to underground utilities, existing revetment, and other nearby structures or utilities.

2. Contractor shall provide for de-watering of excavation from surface water, ground water or seepage.

3. Shoring, cribbing, and lagging, as required to protect and guard against danger to life, limb, and property and to safely preserve the excavations and earth banks from damages resulting from the work, shall be provided, and installed by the Contractor in accordance with all national, state and local safety ordinances.

4. Dress the existing subgrade to provide a smooth surface and compact the bed material until relative compaction is not less than 90 percent and finish to a smooth surface.

5. Excavated material shall be disposed of outside of the project site in a legal manner as property of the Contractor.

B. Foundations

1. Footings and concrete jackets shall bear on undisturbed in-situ firm soils. Bottom of foundations shall be compacted to provide a relatively firm and smooth bearing surface prior to placement of reinforcing steel and

concrete. If soft and/or loose materials are encountered at the bottom of foundation excavations, they shall be over-excavated to expose the underlying firm materials. The over-excavation shall be backfilled with select granular material compacted to a minimum of 95% relative compaction or the foundation bottom may be extended down to the underlying competent material.

2. During construction, drainage shall be provided to minimize ponding of water adjacent to or on foundation and pavement areas. Ponded areas shall be drained immediately. Any subgrade soil that has become soft due to ponding shall be removed to firm material and replaced with compacted structural fill.

C. Live Load Limitation - Forklift and heavy live loads shall remain a minimum of 20 feet away during concrete curing work in all directions starting from the time of concrete placement and allowed to cure a minimum of 48 hours. The repair area shall remain barricaded with barriers visible at night from traffic during this period.

D. Concrete Work

1. Epoxy Grouting - Blow holes completely clean of all concrete debris to allow for adequate bonding of the epoxy. The holes shall be filled with epoxy gel before inserting and turning the supplemental reinforcement or anchor bolts to displace the grout.

2. Reinforcing Steel Coating - All reinforcing steel shall be liberally coated with anti-corrosion coating per manufacturer's recommendations.

3. Formwork - Formwork shall be installed in accordance with Section 503.03.C - "Forms" of the Standard Specifications. The exact method of formwork requires the Construction Engineer's approval. Forms shall be designed to provide a minimum of three (3) inches of concrete cover over all reinforcing steel, unless noted otherwise. All edges of concrete repairs shall be chamfered and existing joints shall be maintained.

4. Placing Concrete - Concrete shall be placed in accordance with Section 503.03 F - "Placing Concrete" of the Standard Specifications. All existing concrete surfaces including forms shall be thoroughly washed with clean water and remain in a saturated surface dry condition prior to placing concrete. Surfaces shall be clean and free of loose and other bond-inhibiting materials. The concrete shall be vibrated, rodded or tamped during placement to consolidate the pour and fill all corners of the patch or form and beneath the reinforcing. As an alternate self-consolidating concrete or patching compound maybe used. There shall be no cold joints in the field of the repair.

5. Patching Compound - The Contractor shall follow the manufacturer's recommendations for mixing and placing patching compound, including application of a slurry coat to prime the substrate and application of the repair material in lifts.

6. Finish - Concrete finish shall match the existing finish

7. Formwork Removal - Formwork for all repairs shall not be removed for a minimum of 24 hours and until patching compound has obtained a minimum compressive strength of f'c = 3,000 psi.

8. Concrete Curing – Concrete repairs shall be cured by covering the surface with a curing compound approved by and acceptable to the Harbors Construction Engineer.

9. Defective Work - After forms have been removed, the repaired area shall be tested by tapping with a hammer. Any "hollow" sound emitted shall indicate the presence of voids and shall be sufficient cause for removal of concrete work and reconstruction. The method of repairing defects shall be subject to the approval of the Construction Engineer. All defects shall be corrected by the Contractor at no additional cost to the State.

E. Asphalt Pavement

1. The existing pavement to be removed shall be sawcut to provide a square clean edge. The removed pavement shall be hauled away from the job site and legally disposed of by the Contractor at no cost to the State.

2. Contractor shall clean the repair area of all loose material, water, dirt, excess dust, and other objectionable matter.

3. A bituminous tack coat shall be applied on the prepared surface in accordance with Section 407.03 of the Standard Specifications. The material shall be applied at a rate of 0.15 gallons per square yard.

4. Pavement shall be placed in accordance with Section 401.03 of the Standard Specifications. The finished pavement shall be smooth, dense, uniformly graded and well drained.

5. Pavement shall be constructed to maintain the existing drainage patterns, uniform slopes, and minimize ponding. Pavement shall be placed to provide a smooth riding transition between new and existing pavement.

17.3 PAYMENT - Payment for concrete work and excavation shall be made as described in Article X of these Specifications.

ARTICLE XVIII – STRUCTURAL STEEL WORK

18.1 GENERAL

A. Work under this Article includes furnishing all labor, materials and equipment necessary to construct the electrical equipment frame and bollards at Pier 18.

B. All work shall be in accordance with the following sections of the "2005 Hawaii Standard Specifications for Road and Bridge Construction, Department of Transportation Highways Division, Honolulu, Hawaii" except as modified or supplemented herein:

Section 501 Steel Structures

C. Sections on Materials referenced in the above sections are hereby incorporated.

18.2 MATERIALS

A. Structural Steel

1. Angles shall conform to ASTM A36, unless noted otherwise.

2. Plate and Bar shall conform to ASTM A36, unless noted otherwise.

3. Cold-formed hollow structural sections shall conform to ASTM A500, Grade C, unless noted otherwise.

4. Steel pipes shall conform to ASTM A53, Grade B.

5. Welding electrodes shall comply with AWS requirements.

6. Anchor bolts shall conform to ASTM F 593, Type 316 stainless steel, unless otherwise noted.

7. Nuts shall conform to ASTM F 594 hex type 316 stainless steel, unless otherwise noted.

8. Welding electrodes shall have an ultimate tensile strength of 70 ksi and shall be both compatible and provide corrosion resistance with the base metal.

9. Hot-dip galvanized finish shall be applied according to ASTM A123.

10. Galvanizing repair paint shall conform to ASTM A780, unless otherwise noted.

B. Grout – Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

18.3 CONSTRUCTION METHODS

A. Structural Steel

1. Fabrication and erection of structural steel shall conform to The American Institute of Steel Construction Manual of Steel Construction, Fifteenth Edition.

2. Welds and welding procedures shall conform to the structural welding code AWS D1.1 and D1.6 of the American Welding Society.

3. Welding shall be performed by welders prequalified for welding procedures to be used.

B. Preparation - Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

C. Repairs and Protection - Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.

D. Clean-Up - The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it and leave the premises in a neat and orderly condition.

18.4 PAYMENT - Payment for structural steel work shall be made as described in Article X of these Specifications.

ARTICLE XIX - ELECTRICAL WORK

19.1 GENERAL

A. Description - The work under this article of the specifications consists of the furnishing and installation of all labor and materials required to complete all electrical work as indicated on the drawings and/or specified herein. The work includes but is not limited to the following:

1. Removal of electrical service and distribution equipment.

2. Provision of new electrical distribution equipment.

3. Provision of new underground electrical and telecommunications ductlines and conductors.

4. Provision of new luminaires.

5. As-built drawings.

6. Testing.

B. Work included in this Article must be completed by a valid State of Hawaii Specialty Contractor licensed "C-13" Electrical Contractor.

C. Coordination with Other Trades - During pricing and construction, Contractor shall coordinate his work with other trades to avoid omissions and overlapping of responsibilities.

D. Special Conditions

1. Contractor shall arrange for Harbors inspection and acceptance of new work.

2. The Harbors Construction Engineer shall witness all tests. The Contractor shall schedule all testing, in writing, with the Harbors Construction Engineer, a minimum of two (2) weeks prior to testing.

3. Coordinate disconnection and removal of electrical and telecommunications utility service equipment with the respective utility companies. Coordinate provision of new telecommunications utility infrastructure with the respective utility companies.

E. Rules and Permits - The entire installation shall be done in strict accordance with the latest rules and regulations of the National Electrical Code (NEC), National Electrical Safety Code (NESC) and any applicable local electrical ordinances.

F. Symbols - The standard electrical symbols, together with the special symbols, notes and instructions indicated on the drawings, describe the work required and are to be included as a part of these specifications.

G. Drawings and Coordination of Work - These specifications are accompanied by drawings indicating the location of work to be performed.

1. The drawings and these specifications are complementary, each to the other, and what is called for by one shall be as binding as if called for by both.

2. Every effort has been made to indicate clearly and specifically all work required to be performed by the Contractor; however, any item of material, equipment or work not specifically called for herein or on the drawings but which is required to complete the installation so that it will conform to the NEC, NESC, local laws, and the intent and meaning of the plans and specifications, shall be furnished and installed by the Contractor at no additional cost to the State.

3. Before installing, verify all dimensions and sizes of equipment at job site. Conduit routing is typical and may be altered in any logical manner. However, all changes shall be approved by the Harbors Construction Engineer and shown on “as-built” drawings.

19.2 SUBMITTALS

A. The Contractor shall submit shop drawings for approval in accordance with Article X - Material Submittals and Shop Drawings.

1. Panelboards.

2. Junction boxes with dimension of 6 inches and larger.

3. Safety switches.

4. Luminaires, including drivers and luminaire photometric data.

5. Warning tape.

B. LED Luminaire Warranty.

C. Shop drawings and catalog cuts for substitute materials shall clearly specify compliance with and/or deviation from specified material. Approval of shop drawings and catalog cuts shall not release Contractor from complying with intent of specifications and drawings. Any deviations from approved shop drawings shall have prior approval by the Harbors Construction Engineer.

19.3 MATERIALS AND EQUIPMENT

A. General.

1. Materials and equipment shall be new (unless otherwise specified herein) and shall bear the inspection label of the Underwriter's Laboratories, Inc. where such inspection and labeling service is rendered for the materials and equipment in question.

2. Brand names and catalog numbers used herein to specify materials and equipment (unless otherwise noted) are to indicate the standards of design and quality required. Materials and equipment of equal quality of other manufacturers will be accepted subject to the approval of the Harbors Construction Engineer.

3. Electrical equipment shall be supplied through a locally-based manufacturer's designated representative by a local distributor.

4. Where two or more similar type items are furnished, all shall be of the same manufacture, e.g. safety switches shall be of the same manufacturer unless otherwise noted.

B. Panelboards.

1. Mounting, voltage rating, main bus capacity, breaker complement and lugs as specified on drawings, complete with housing, door, trim, lock and typewritten circuit directory. Provide copper ground bus for all panels.

2. Panelboards should have copper bussing with bolt-on, molded case circuit breakers. Provide 1-inch-per-pole breakers, half-size breakers not allowed. Circuit breaker complement short circuit ratings shall be fully rated. Use of series rated equipment will not be permitted.

3. All locks shall be common-key type. Furnish 6 sets of keys to the Harbors Construction Engineer.

4. Panel housing and entire circuit breaker complement shall be of the same manufacture.

5. Panelboards shall have NEMA 4X, stainless steel, Type 316 enclosures.

C. Luminaires.

1. UL 1598, NEMA C82.77 and UL 8750. Provide luminaires complete with light sources of quantity, type, and wattage indicated.

2. LED Light Sources

   i. Correlated Color Temperature (CCT) shall be in accordance with NEMA ANSLG C78.377. Nominal CCT: 4000 degrees K unless otherwise indicated.

   ii. Color Rendering Index (CRI) shall be greater than or equal to 70 for 4000 degrees K light sources.

3. LED Power Supply Units (Drivers) - UL 1310. LED Power Supply Units (Drivers) shall meet the following requirements.

   i. Minimum efficiency shall be 80 percent.

   ii. Shall be designed to operate on the voltage system to which they are connected.

   iii. Operating frequency shall be 60 Hz.

   iv. Power Factor (PF) shall be greater than or equal to 0.90.

   v. Total Harmonic Distortion (THD) current shall be less than or equal to 20 percent.

   vi. Shall be mounted integral to luminaire. Remote mounting of power supply is not allowed.

   vii. Shall be equipped with over-temperature protection circuit that turns light source off until normal operating temperature is achieved.

   viii. Shall be dimmable, and compatible with a standard dimming control circuit of 0 - 10V or other approved dimming system as indicated.

4. A manufacturer's warranty must be provided for full replacement of LED luminaires, due to any failure for a period of 5 years. The warranty shall provide for the repair or replacement of the luminaire and LED power components (LED driver, light source thermal control device and surge protector).

D. Junction Boxes - Stainless steel Type 316 NEMA 4X, neoprene gasket, stainless steel Type 316 screws, size as indicated.

E. Safety Switches.

1. Safety switches shall be non-fused, 600V, heavy-duty grade, ampere rating as indicated.

2. Enclosures to NEMA 4X stainless steel, Type 316.

F. Raceways.

1. Rigid Steel Conduit - Rigid steel, zinc-coated inside and outside, for use with threaded fittings. Minimum 3/4-inch diameter.

2. Plastic Conduit - Polyvinyl chloride (PVC) Schedule 40. All underground ductlines shall be concrete encased.

3. Fittings.

i. UL 514B. Ferrous fittings shall be cadmium- or zinc-coated in accordance with UL 514B. 1. Rigid Metal Conduit: Threaded-type. Split couplings unacceptable.

ii. Fittings for Rigid Nonmetallic Conduit: NEMA TC 3 for PVC and UL 514B.

G. Wire and Cable.

1. Conductors - All conductors shall be copper, No. 12 AWG minimum. No. 8 AWG and larger diameter shall be stranded; No. 10 AWG and smaller shall be solid. Do not provide wires and cables manufactured more than 12 months prior to the date of delivery to the site. Aluminum conductors shall not be provided.

2. Color Coding - Provide for feeder and branch circuit conductors. Color shall be green for grounding conductors and white for neutral conductor. Color of ungrounded conductors shall be as follows:

208/120 volt, three phase and 208/120 volt, single phase:

a) Phase A - black
b) Phase B - red
c) Phase C - blue

3. Insulation - Type XHHW or RHW-2 unless otherwise specified.

4. Bonding Conductors - Solid bare copper wire for sizes No. 8 AWG and smaller diameter; Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

H. Splices - Any splices necessary shall be compression type, mechanically firm and made only in wireway or pullboxes. Splices shall be sufficiently taped and coated to provide a completely waterproof permanent joint. An approved plastic electrical tape and waterproof coating shall be used. A minimum of two layers of tape shall be applied.

I. Ground Rods - UL 467. Ground rods shall be copper-clad steel, with minimum diameter of 3/4 inch and minimum length of 10 feet.

J. Manufacturer's Nameplate - Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

K. Warning Signs - Provide warning signs for flash protection in accordance with NFPA 70E and NEMA Z535.4 for panelboards. Provide field installed signs to warn qualified persons of potential electric arc flash hazards when warning signs are not provided by the manufacturer. The marking shall be clearly visible to qualified persons before examination, adjustment, servicing, or maintenance of the equipment.

L. Electrical Tapes.

1. Insulating Tape - UL 510, plastic insulating tape, capable of performing in a continuous temperature environment of 80 degrees C.

2. Other Tapes - Tapes shall be UL listed for electrical insulation and other purposes in wire and cable splices. Terminations, repairs and miscellaneous purposes, electrical tapes shall comply with UL 510.

M. Warning Tape - Pre-printed polyethylene tape marked with "CAUTION BURIED ELECTRICAL LINE BELOW," 4 mil thick, detectable foil backed, 3" minimum width. Warning tape for Hawaiian Telcom ductlines shall be in accordance with Hawaiian Telcom standards.

N. Duct Seal - Pliable, non-toxic material used for application around and in conduits and to minimize moisture and rodent/insect infiltration. Must be re-enterable material allowing form removal/reapplication after initial installation. Non-drying, non-cracking, non-corrosive material that will not adversely affect raceways and conductors. Provide duct seal at all conduit risers in apparatus and junction boxes.

O. Hardware, Supports, Backing, Etc. - All hardware, supports, backing and other accessories necessary to install electrical equipment shall be provided. Steel materials shall be stainless steel Type 316. Channel irons shall be stainless steel Type 316, unless otherwise indicated.

19.4 CONSTRUCTION METHODS

A. General.

1. Workmanship subject to approval of Harbors Construction Engineer and inspectors of the utilities who shall be afforded every opportunity to determine skill and competency.

2. Construction shall conform to construction practices as recommended by American Electricians practices as recommended by American Electricians Handbook by Croft (latest edition), National Electrical Code, National Electrical Safety Code, and applicable instructions of manufacturers of equipment and materials supplied for project.

3. Electrical outages shall be granted at the convenience of Harbors. Requests for electrical outages shall be submitted, in writing, a minimum of two (2) weeks prior to the requested outage date and shall be approved by the Harbors Construction Engineer. The request shall indicate the date and time of the requested outage, and the proposed outage duration. Contractor shall advise and/or coordinate work with the Harbors Construction Engineer, Harbors Oahu District, and all users and tenants a minimum of two (2) weeks in advance.

B. Wiring System - Unless otherwise indicated or specified herein, wiring shall consist of single conductor cables installed in conduit.

C. Installation of Conduit.

1. Conduits with respect to size shall be installed exactly as shown on the drawings. No deviation from the plan shall be permitted except to increase the size of conduits, if necessary, to accommodate the required size and number of conductors to be installed therein.

2. Conduit system shall be continuous from fitting to fitting so that electrical continuity is obtained between all conduits of the system.

3. Cap conduits during construction with plastic bushings to prevent entrance of dirt or moisture. Swab all conduits and dry before installing wires.

4. Run exposed raceway parallel with, or at right angles to structural elements.

D. Aboveground Conductors.

1. Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller wires.

2. Pulling tension shall not exceed wire manufacturer's recommendations.

3. Where necessary, powdered soapstone or water-based wire pulling lubricant may be used as a lubricant for drawing wires through conduit. No other means of lubricating will be allowed.

4. Form neatly in enclosures for minimum of crossovers.

5. Splicing of Wire and Cable.

   i. Wires shall be formed neatly in enclosures and boxes.

   ii. Splice in accordance with the National Electrical Code (NEC). Make splices in conductors #10 AWG and smaller with insulated, pressure type connector. Splice conductors #8 through #4/0 with high pressure compression (indent) copper sleeve connectors. Do not use bolt-on connectors. Reinsulate splices and waterproof splices. Reinsulate splices according to wire manufacturer's instructions. Splice insulation shall be 200% in thickness of original wire insulation and of same electrical and mechanical characteristics. Tape shall be 7 mil minimum thickness vinyl plastic.

E. Underground Ductlines.

1. PVC ductlines shall be jacketed and shall be installed by qualified electricians. Coat tapered ends of ducts or conduits with sealing compound before coupling is applied to insure watertight joint. Concrete shall be poured without the use of mechanical vibrators. Tamp concrete manually with wooden rods. Thickness of concrete encasement shown is minimum and may be increased to fit actual shape of trench.

2. The top of the ductline shall be at a minimum depth as indicated on drawings.

3. Duct lines shall have a continuous slope downward away from buildings with a pitch of not less than 3 inches in 100 feet. Except at conduit risers, accomplish changes in direction of runs exceeding a total of 10 degrees, either vertical or horizontal, by long sweep bends having a minimum radius of curvature of 25 feet. Sweep bends may be made up of one or more curved or straight sections or combinations thereof. Manufactured

bends shall have a minimum radius of 18 inches for use with conduits of less than 3 inches in diameter and a minimum radius of 36 inches for ducts of 3 inches in diameter and larger.

4. The concrete encasement surrounding the ductbank shall be rectangular in cross-section and shall provide at least 3 inches of concrete cover for ducts. Separate conduits by a minimum concrete thickness of 2 inches.

5. Mandrel Test - After new ductline is complete, draw bristle brush through ductline and perform mandrel test. Mandrel shall be a wooden plug, 8-inch minimum length, with a diameter 1/2 inch less than duct inside diameter. Perform test on all new ducts 2 inch and larger. After this, pull brush with stiff bristles through to make certain that no particles of earth, sand, or gravel have been left in line.

F. Underground Conductors.

1. Cable Pulling - Pull cables down grade with the feed-in point at the building of the highest elevation. Cable slack shall be accumulated at each junction box where space permits by training the cable around the interior to form one complete loop. Minimum allowable bending radii shall be maintained in forming such loops.

2. Lubricants for assisting in the pulling of jacketed cables shall be those specifically recommended by the cable manufacturer. The lubricant shall not be deleterious to the cable sheath, jacket, or outer coverings.

3. Cable pulling tensions shall not exceed the maximum pulling tension recommended by the cable manufacturer.

4. Pullstring - Provide all empty conduits with a plastic pullstring. Provide 48 inches of coiled spare at each end of the pull. Provide muletape in telecommunications ductlines in accordance with the telecommunications utility standards.

G. Boxes and Enclosures - Boxes to be plumb. Close all unused knockout holes.

H. Grounding.

1. Provide grounding for entire electrical installation as required by Article 250 of the National Electrical Code.

2. Final connection to equipment, raceways, and other metallic parts directly exposed to ungrounded electric conductors shall be No. 12 AWG minimum, copper, NEC type TW, green insulation. Use approved bonding terminal at panels.

3. All grounding wire runs shall be routed together with circuit conductors.

4. Install green-insulated equipment grounding conductor in all conduits. Conductor sizes per Article 250 of the National Electrical Code.

5. Maximum resistance-to-ground of grounding system shall not exceed 25 ohms under dry conditions. Where resistance obtained exceeds 25 ohms, contact Contracting Officer for further instructions.

I. Finishing.

1. All cutting that may be required for the complete installation of the electrical work shall be carefully performed and all patching shall be finished to match existing conditions.

2. Close unused knockouts in boxes or enclosures with metal cap.

3. Wipe clean all new exposed raceways and enclosures with rag and solvent.

J. Identification.

1. All panelboards, safety switches, overcurrent protection devices, enclosures and junction boxes (6 inches and larger) shall be provided with plastic plate identifying itself and its use.

2. All new panelboards and safety switches shall be provided with a plastic plate identifying the power source of supply, including the panelboard and circuit number(s) serving the apparatus.

3. Plastic plate shall be laminated black and white, engraved 1/4-inch high lettering to expose black layer. Plate shall be riveted to the cover and located directly below device handle, or top side of door.

4. CAUTION SIGNS shall be provided as required by Ordinances and/or by OSHA.

K. Miscellaneous Details - Cut, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling or any other process necessary for installation of electrical work. Cutting, repairs and refinishing subject to the approval of the Harbors Construction Engineer. Need for remedial work determined by Harbors Construction Engineer as attributable to poor coordination and workmanship shall be cause for reconstruction to the satisfaction of the Construction Engineer.

1. Repair holes left by removal of electrical equipment to match existing.

2. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.

L. Cleaning and Repairing - During the progress of work, all rubbish, waste lumber, displaced materials, etc. shall be removed as soon as possible and upon completion of the work, Contractor shall remove from the State's property and from all public and private property, at his own expense, all temporary structures, rubbish and waste material resulting from his operations.

19.5 TESTING AND INSPECTION - All testing shall be witnessed by the Harbors Construction Engineer. The Contractor shall schedule all testing with the Harbors Construction Engineer, in writing, a minimum of two (2) weeks prior to testing.

A. If the Harbors Construction Engineer (or his representative) shall discover any of the following errors, the Contractor, at his own expense, shall go over all similar portions of the entire job, taking the necessary or directed remedial action.

1. Impaired clearances.

2. Improper finish.

3. Improper adjustment.

B. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.

C. The Contractor shall show by demonstration in service that all circuits and devices are in operating condition. Tests shall be such that each item of control equipment will function not less than five times.

D. Wherever test or inspection reveals faulty materials or installation, the Contractor shall take corrective action, at his own expense, repairing or replacing materials or installation as directed. The materials or installation shall then be retested.

19.6 COMPLETION AND GUARANTEE

A. Completion - The entire electrical installation shall be complete in every detail as specified, ready for use and tested, free of all accidental grounds and short circuits. The installation shall not be considered complete until "As-Built" drawings have been submitted and approved.

B. Guarantee - The Contractor shall submit a written warranty stating that all parts of the electrical system be free from defects of material and workmanship. Any defects occurring within one year after final acceptance shall be corrected by the Contractor at no cost to the State.

19.7 MEASUREMENT AND PAYMENT - Payment for Electrical Work shall be made as described in Article X of these Specifications.

ARTICLE XX – EPOXY COATING

20.1 GENERAL

A. Work under this Article includes furnishing and installation of all labor and materials required to complete all epoxy coating work as indicated on the drawings and/or specified herein. The work includes but is not limited to coating of the new equipment frame and bollards.

20.2 MATERIALS

A. Coating - All coatings shall be delivered to the site in the manufacturer's sealed containers. Each container shall be labeled by the manufacturer with the label showing the name, brand, type of coating, color of coating, and the manufacturer's instructions for reducing consistency. The coating materials shall be the following or approved equal. Coating color shall be coated gray at the equipment frame and OSHA yellow at the bollards.

1. Water Based Cleaner – Water based cleaner shall be Prep 88 manufactured by PPG Protective and Marine Coatings or approved equal.

2. High Solids Epoxy Coating – High Solids Epoxy Coating shall be Amerlock 400 manufactured by PPG Protective and Marine Coatings or approved equal.

3. Engineered Siloxane Coating – Engineered Siloxane Coating shall be PSX 700 manufactured by PPG Protective and Marine Coatings or approved equal.

20.3 CONSTRUCTION

A. All surfaces to be coated shall be as follows.

1. Coating manufacturer's recommendations shall be followed for cleaning, surface preparation, and coating of all structural steel frame and bollard members and miscellaneous surfaces.

2. All surfaces to be coated shall be properly prepared prior to coating and shall be inspected for approval by the Harbors Division Construction Engineer before coating will be allowed.

3. Surfaces to be coated must be dry, clean, free of oil, grease, dust, wax, soaps, powdery residue, form release agents, curing compounds, laitance, and other foreign matter and be structurally sound. Remove mill scale and rust.

4. Surfaces to be coated are shown on the drawings and include the new equipment frame and bollards.

5. All coatings applied in the field shall be applied by roller and/or brush applications. No spraying for field will be allowed.

6. The prime coat shall be applied on the same day that the surface is prepared. It may take more than a single application to obtain the required thickness. If a coat requires more than a single application, it shall be done no later than the following day.

7. The time interval between each coat shall be no more than 24 hours or as recommended by the manufacturer. For intervals exceeding 24 hours, all surfaces shall be rinsed with fresh water or tested for acceptable chloride levels by the technical representative of the product manufacturer. Each coat shall be of a lighter color than the later coat to be coated upon it.

8. Finish work shall be uniform and of approved color. The finish shall completely cover, be smooth and be free from runs, sags, drips, waves, laps or brush marks. Edges of coating adjoining other surfaces of materials shall be sharp and clean without overlapping.

9. Coating shall be allowed to cure completely. Any marred surfaces or damages to the coating finish shall be corrected by proper preparation and recoating.

10. All methods and procedures shall comply with OSHA and HIOSH requirements and be approved by the Harbors Division Construction Engineer.

B. New hot-dipped galvanized surfaces including equipment frame and bollard members shall be cleaned, prepared and coated as follows.

1. Surfaces to be coated shall be cleaned with Prep 88 water based cleaner.

2. Apply two (2) coats of Amerlock 400 at a dry film thickness of 4-6 mils per coat.

3. Apply one (1) coat of PSX 700 at a dry film thickness of 5-7 mils.

C. Clean-up of coatings shall be as follows.

1. All coating, oil, etc. shall be cleaned off the pavement, concrete, vehicle bollards, electrical panels or any portion of the light pole and surrounding items where coating has splashed or been spilled. The Contractor shall take precautions to prevent coating from being splashed on equipment, vehicles, or cargo in the project area.

2. All unused rags, waste and empty containers shall be removed from the work area at the end of each work day and precautions shall be taken to avoid the danger of fire.

3. The Contractor shall maintain the job site in a neat and orderly condition during the progress of the work. Upon completion, the Contractor shall remove all surplus material, debris, equipment, tools, etc. belonging to it and leave the premises in a neat and orderly condition.

20.4 PAYMENT - Payment for epoxy coating work shall be made as described in Article X of these Specifications.

ARTICLE XXI – SECURITY FENCE

21.1 GENERAL

A. Work under this Article includes furnishing all labor, materials and equipment necessary to furnish and install a new chain link security fence.

B. Submittals

1. Product Data – Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

   i. Fence posts, rails, and fittings.

   ii. Chain-link fabric, reinforcements, and attachments.

2. Shop Drawings – Show locations of fences, posts, rails, tension wires, details of barb wire post cap and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.

21.2 PRODUCTS

A. Chain-Link Fence Fabric

1. Chain link fabric for fence shall be PVC coated over zinc coated steel wire.

2. Steel Wire Fabric – No. 7 gauge with a zinc coating of 0.30 ounces per square foot minimum.

3. Mesh Size – 2 inches.

B. Coating – PVC coating applied by thermal fusion bonding with a minimum thickness of seven mils.

C. Coating Color – PVC coating color shall be dark green.

D. Minimum Breaking Strength – PVC coated wire shall be 1,200 pounds.

E. Mesh – Woven with knuckled selvages at both top and bottom.

F. Fabric – Comply with ASTM F-668 Class 2.b.

G. Posts – Hot-dipped galvanized steel pipes and shall conform to ASTM A53, Grade B.

H. Rails and Braces – Fabricated from Schedule 40 hot-dipped galvanized steel pipe conforming to ASTM F-1083.

I. Truss Rod Assemblies – Steel, hot-dipped galvanized after threading rod and turnbuckle or other means of adjustment.

J. All steel shall be coated on the outside with PVC coating.

K. PVC coating shall be applied by the thermal fusion method with a minimum thickness of 10 mils.

L. Fittings

1. Hot-dipped galvanized and comply with ASTM F-626.

2. All posts shall be fitted with approved post and line caps designed to fit securely over the posts.

3. Fittings shall be pressed steel or cast iron and coated with a seven mil minimum thickness PVC coating.

M. Components not suitable for PVC coating shall be painted with epoxy paint.

N. Tension wire

1. No. 7-gauge galvanized steel wire with a 0.30 ounces per square foot minimum weight of zinc coating.

2. The wire shall be coated with a seven mil minimum thickness PVC coating.

O. Tie wire

1. Tie wire shall be No. 9-gauge galvanized steel wire with a 0.30 ounces per square foot minimum weight of zinc coating.

2. Tie wire coating shall have a seven mil minimum thickness PVC coating.

P. Miscellaneous Items

1. Fasteners, nuts, bolts, washers, and other miscellaneous components shall be Type 316 stainless, unless noted otherwise.

Q. Epoxy Painting

1. Prime Coat: A polyamide epoxy capable of being applied at a dry film thickness of 4 mils per coat such as Devran 205 as manufactured by ICI Devoe Coatings or approved equal.

2. Finish Coat: A high performance, two-component aliphatic urethane paint, gloss finish, capable of being applied at a dry film thickness of 3 mils per coat, such as Devthane 379UVA as manufactured by ICI Devoe Coatings or approved equal. Color shall be dark green to match the color of the PVC coated fence fabric.

3. Galvanized Surface Treatment: Pretreatment for new galvanized surfaces to be painted shall be Galva Prep, light abrasive blast, or approved equal.

21.3 CONSTRUCTION METHODS

A. Chain Link Fence

1. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

2. Post Base – Embed post base into existing concrete foundation as indicated on drawings.

3. Post Bracing and Intermediate Rails – Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at both sides of corners and end posts. Locate horizontal braces at mid-height on fences. Install so posts are plumb when diagonal rod is under proper tension.

4. Top Rails – Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run top rail continuously through line post caps, terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings at top rails as recommended in writing by fencing manufacturer. Do not use tension wire.

5. Chain-Link Fabric – Apply fabric to inside of enclosing framework. Leave 2-inch maximum clearance between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

6. Tension or Stretcher Bars – Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 12 inches on center.

7. Tie Wires – Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at 1 end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

8. Maximum Spacing – Tie fabric to line posts, horizontal rails and tension wires at 12 inches on center.

9. Construct fence according to ASTM F 969.

10. Gate – Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

11. Lubricate hardware and other moving parts.

21.4 PAYMENT – Payment for all security fence work shall be made as specified in Article X of these Specifications.

Environmental Science International
354 Uluniu Street, Suite 304, Kailua, Hawaii 96734
(808) 261-0740 phone

ESI Project No. 123050-02

December 12, 2025

State of Hawaii Department of Transportation
Harbors Division
869 Punchbowl Street
Honolulu, HI 96813-5097

Attention: Niko G. Salvador, P.E., Harbors Engineering Program Manager

Subject: Letter Report – Hazardous Materials Survey for the Demolition of the Pier 18 Shed and Sheriff's Office at Piers 19, Honolulu Harbor, Oahu, Hawaii, 96817

Dear Mr. Salvador,

This letter report documents the hazardous materials survey performed by Environmental Science International, Inc. [ESI] on behalf of the State of Hawaii Department of Transportations – Harbors Division [DOT-H] for the Pier 18 Shed and Sheriff's Office at Pier 19, located at Honolulu Harbor. The purpose of the survey was to identify asbestos containing materials [ACM] and lead paint that may be present at two buildings.

Background

DOT-H is in the planning stages of a project which requires the removal of the Pier 18 Shed and offices, and the Sheriff's Office at Pier 19. The project includes but is not limited to the complete demolition of the Pier 18 Shed including all associated offices within the shed's superstructure, and the complete demolition of the Sheriff's Office building at Pier 19. DOT-H requested that ESI conduct a hazardous materials survey of the construction materials of the buildings slated to be demolished.

Asbestos Sampling and Analysis

On November 13, 2025, ESI personnel (Mr. Iain McCoy, Ms. Brittany Daniels, and Mr. Charles Thater) inspected the Pier 18 Shed and the Sherrif's Office at Pier 19 for suspect ACM. Construction materials that were identified as suspect ACM include ceiling tiles, floor tiles, wall tiles, drywall, and cove base throughout each building.

Following the inspection, samples of suspect ACM were collected in accordance with Hawaii Administrative Rules [HAR] Title 11, Chapter 501, Section 7. Following sample collection, the

samples were placed into transparent polyethylene Loctop sample bags and transported to Hawaii Analytical Laboratory [HAL] for analysis. A total of 45 bulk samples were collected from the identified suspect ACM at the two buildings. Chain-of-Custody [COC] forms were used to track the samples from collection to final disposition at the laboratory. HAL is a current participant in the National Voluntary Laboratory Accreditation Program [NVLAP]. The samples were analyzed for asbestos by Polarized Light Microscopy [PLM] using Environmental Protection Agency [EPA] Method 600/R-93-116. The sample locations are shown in Figure 1 and Figure 2. The laboratory results, material descriptions, and photographs for asbestos are provided in Appendix A. The laboratory reports and COC forms are included in Appendix C.

Construction materials are considered ACM when the content of asbestos in the material exceeds 1%. Asbestos was detected in six of the samples collected. A summary of the ACM identified is provided in Table 1. The Occupational Safety and Health Administration [OSHA] regulates worker exposure to asbestos when renovating or demolishing any structure containing ACM.

Table 1
Summary of Asbestos Containing Materials
Limited Hazardous Materials Survey
Pier 18 Shed and Sheriff's Office at Pier 19

Location	Sample ID	Material Description	% Asbestos	Friability
Sheriff's Office	SO-Floor-1a, 1b, 1c	Black mastic	None detected	Non-Friable
		Dark brown vinyl floor tile	**3% Chrysotile**	
		Gray sheet vinyl	None detected	
		Tan/black mastic	**0-2% Chrysotile***	
Sheriff's Office	SO-Floor-4a, 4b, 4c	Black mastic	<1% Chrysotile*	Non-Friable
		Dark brown vinyl floor tile	**3% Chrysotile**	

Notes:

* Due to sample composition, cross-contamination may have occurred.

Red Indicates ACM.

Lead Sampling and Analysis

On November 13, 2025, ESI personnel (Mr. Iain McCoy, Ms. Brittany Daniels, and Mr. Charles Thater) inspected the Pier 18 Shed and Sheriff's office at Pier 19 for suspect lead paint. Paint that was identified as suspect lead paint included the paints on drywall, wood walls, wood trim, doors,

concrete masonry unit [CMU] walls, and metal supports. All of the paints for each respective building appeared to have the same painting history.

Following the inspection, samples of suspect lead paints were collected using a clean razor blade and paint scraper. The tools used to collect the samples were wiped clean between sample locations to avoid cross-contamination. A total of 13 paint chip samples were collected from suspect lead paints at the two buildings. Each sample consisted of approximately 0.25 grams of paint. The samples were placed into laboratory-supplied polyethylene Loctop sample bags and transported to HAL for analysis. HAL is a current participant in the National Lead Laboratory Accreditation Program [NLLAP]. A COC form was used to track the samples from collection to final disposition at the laboratory. The samples were analyzed for lead using the National Institute for Occupational Safety and Health [NIOSH] Method 7082m. The sample locations are shown in Figure 1 and Figure 2. A summary of the laboratory results, descriptions of the paints, and photographs are included in Appendix B. The laboratory reports and COC forms are included in Appendix C.

Paint that contains lead at concentrations below 5,000 milligrams per kilogram [mg/kg] is classified as lead-containing paint [LCP]. Paint that contains lead concentration at or above 5,000 milligrams per kilogram [mg/kg] is classified as LBP. Lead was detected in eight of the lead paint samples. Seven of the paints sampled are considered LCP (i.e., paints with a lead concentration between 50 mg/kg to 1,100 mg/kg). One of the paint samples is considered LBP (i.e., paint with a lead concentration of 79,000 mg/kg). OSHA regulates worker exposure to lead when renovating or demolishing any structure containing lead paints. A summary of the LCP and LBP findings is provided in Table 2.

Table 2
Summary of Lead Containing Paint
Limited Hazardous Materials Survey
Pier 18 Shed and Sheriff's Office at Pier 19

Sample ID	Room Equivalent	Building Component	Color	Substrate	Condition	Lead Concentration (mg/kg)
P18-Pb2	P18 Shed doors	Wood door	Grey	Wood	Good	210
P18-Pb4	P18 Shed superstructure	Metal post	Yellow	Metal	Poor	**79,000**

Sample ID	Room Equivalent	Building Component	Color	Substrate	Condition	Lead Concentration (mg/kg)
P18-Pb5	P18 Shed indoor storage walls	Wood wall	White	Wood	Good	190
P18-Pb7	P18 Shed indoor office walls	Wood wall	White	Wood	Fair	50
P18-Pb8	P18 Shed office bathroom	Metal wall	Green	Metal	Good	560
SO-Pb1	Sheriff's Office exterior walls	CMU wall	Pink	Cement	Poor	96
SO-Pb3	Sheriff's Office Exterior walls	Wood trim	Green	Wood	Good	84
SO-Pb4	Sheriff's Office Interior doors	Wood door	Brown	Wood	Good	**1,100**

Notes:

mg/kg milligrams per kilogram

Red Indicates LBP.

Summary, Recommendations, and Conclusions

ESI collected a total of 18 bulk samples of suspect ACM at the Pier 18 Shed and 27 bulk samples of suspect ACM at the Sheriff's Office at Pier 19. The samples collected included ceiling tiles, floor tiles, wall tiles, drywall, and cove base. Asbestos was detected in the following materials:

- The dark brown vinyl floor tile and tan/black floor mastic underlying the grey sheet vinyl in the bathrooms of the Sheriff's Office restrooms
- The 10-inch x 10-inch dark brown vinyl floor tile and black mastic in the Sheriff Office storage room.

Based on the results of the asbestos survey, ESI recommends the following:

- The removal of regulated ACM should be conducted by properly trained and certified personnel. Workers performing ACM removal should have the appropriate State of Hawaii

Asbestos Abatement Worker certification, take the necessary precautions to protect themselves and the public, and dispose of the ACM in accordance with federal and state regulations.

- Asbestos may be present in materials that were not visible or accessible at the time of the inspection. Should suspect materials other than those listed in Appendix A be encountered, ESI recommends that representative samples of the suspect material be collected by a person certified in the State of Hawaii as an asbestos building inspector and that the samples by analyzed by a NVLAP-accredited laboratory.

ESI collected eight paint chip samples of suspect lead paint from the Pier 18 Shed and five paint chip samples of suspect lead paints from the Sheriff's Office building at Pier 19. The paint chip samples were collected from the painted drywall, wood walls, wood doors, wood trim, metal posts, and CMU walls. The following paints were identified as LCP or LBP

- The grey paint on the interior side of the door to the storage rooms at the Pier 18 Shed is considered LCP.
- The white paint on the interior wood walls of the storage rooms at the Pier 18 Shed is considered LCP
- The white paint on the interior wood walls of the custodial office at the Pier 18 Shed is considered LCP.
- The green paint on the metal bathroom stalls dividers at the Pier 18 Shed is considered LCP.
- The pink paint on the exterior CMU walls of the Sheriff's Office building is considered LCP.
- The green paint on the exterior wood trim of the Sheriff's Office building is considered LCP.
- The brown paint on the interior wood doors of the Sherriff's Office building is considered LCP
- The yellow paint on metal superstructure of the Pier 18 Shed superstructure is considered LBP.

Based on the results of the lead survey, ESI recommends the following:

- OSHA regulates worker exposure to lead when renovating or demolishing any structure where LCP or LBP is present. Work involving the potential occupational exposure to lead shall be conducted in accordance with the OSHA Lead in Construction standard (29 CFR 1926.62).

- Lead-containing waste generated during demolition or renovation should be disposed of in accordance with applicable federal and state regulations.

ESI appreciates the opportunity to assist you with this project. Should you have any questions regarding this letter report or require further assistance, please contact us at (808) 261-0740.

Sincerely,

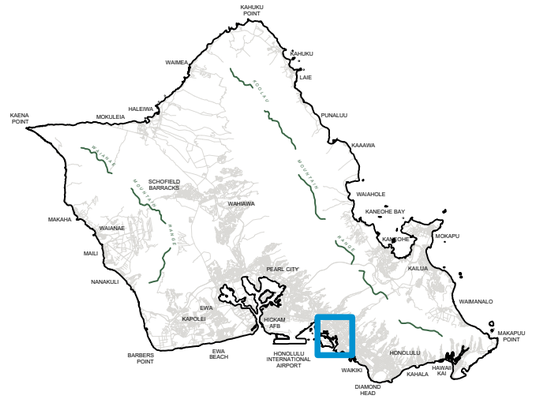
Iain McCoy
Environmental Scientist
Environmental Science International, Inc.
State of Hawaii Asbestos Certification No. HIASB-5731
State of Hawaii Lead Inspector Certification No. PB-1542

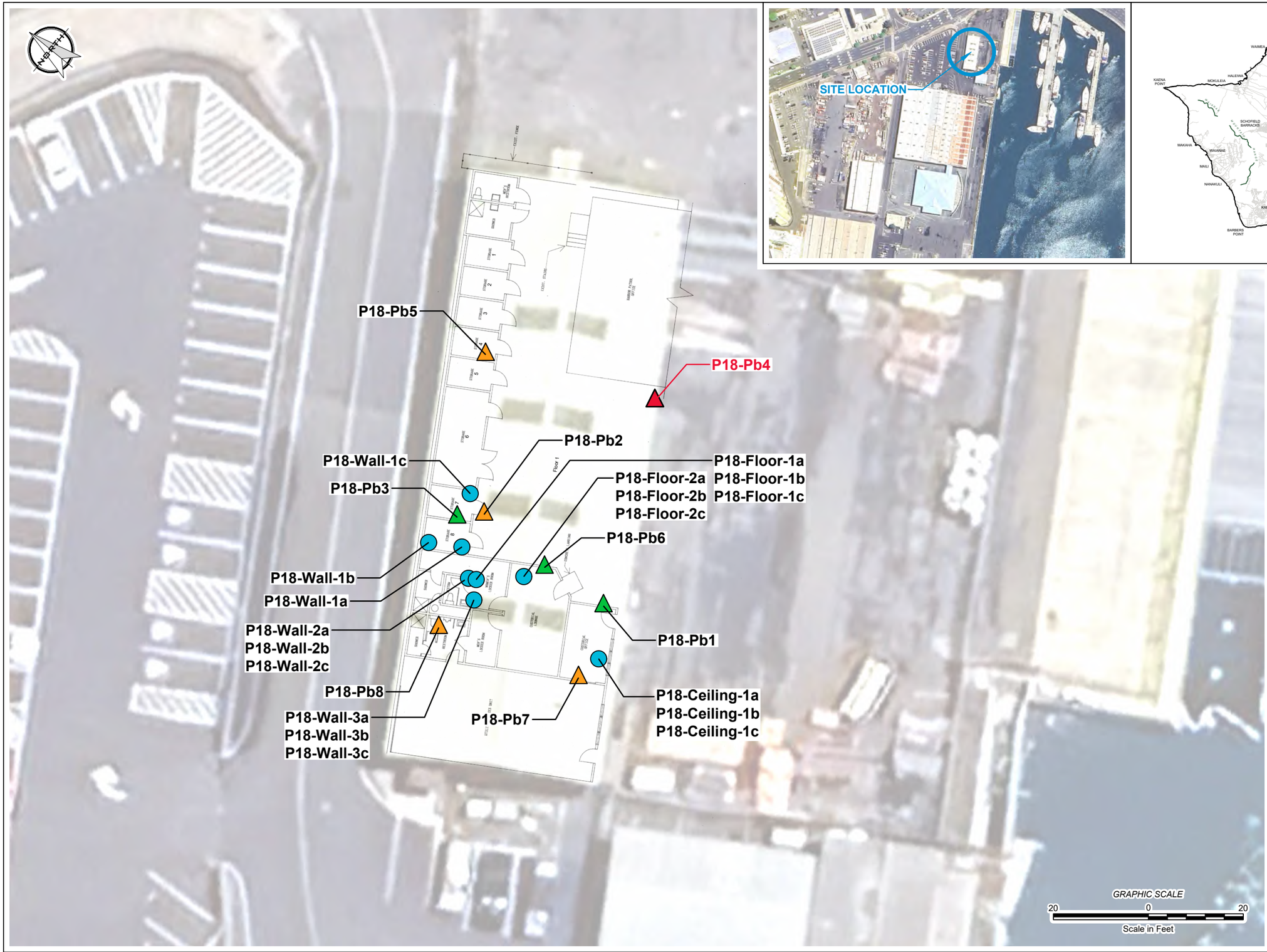
Chris Garcia
Project Manager
Environmental Science International, Inc.
State of Hawaii Asbestos Certification No. HIASB-4363
State of Hawaii Lead Inspector Certification No. PB-1027

Attachments:

Figure - Sample Location Map
Appendix A - Summary of Asbestos Sampling Results
Appendix B - Summary of Lead Sampling Results
Appendix C - Laboratory Reports and Chain-of-Custody Forms

FIGURES





LEGEND

- NON-DETECT ASBESTOS SAMPLE LOCATION
- NON-DETECT PAINT SAMPLE LOCATION
- LEAD-CONTAINING PAINT SAMPLE LOCATON
- LEAD BASED PAINT SAMPLE LOCATION

NOTES

The accuracy of this document is limited to the quality and scale of the source information. This document is not a legal representation of an engineered survey.

SOURCES

Aerial Map, 21°18'48.5"N 157°52'02.8"W, Imagery Date: August 7, 2025. Google Earth Pro, December 2, 2025.

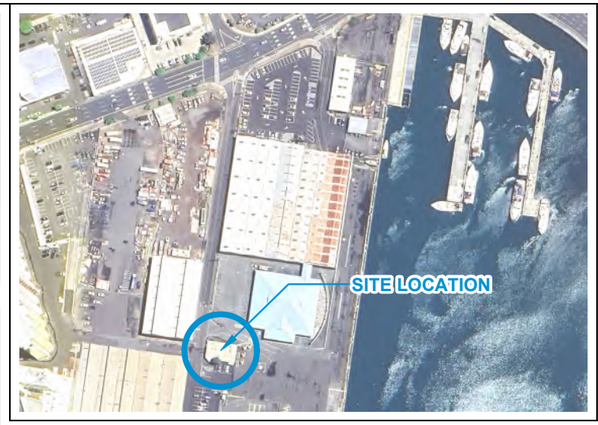
http://planning.hawaii.gov/gis/, 2025.

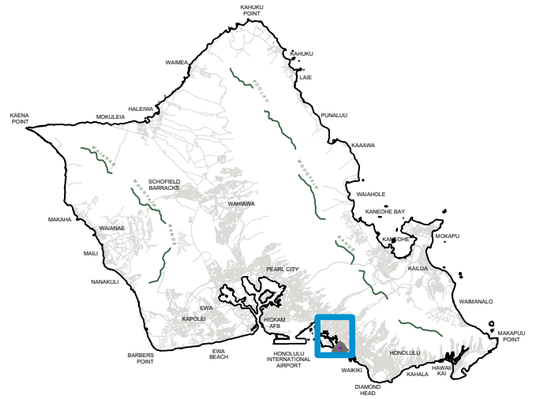
FIGURE 1

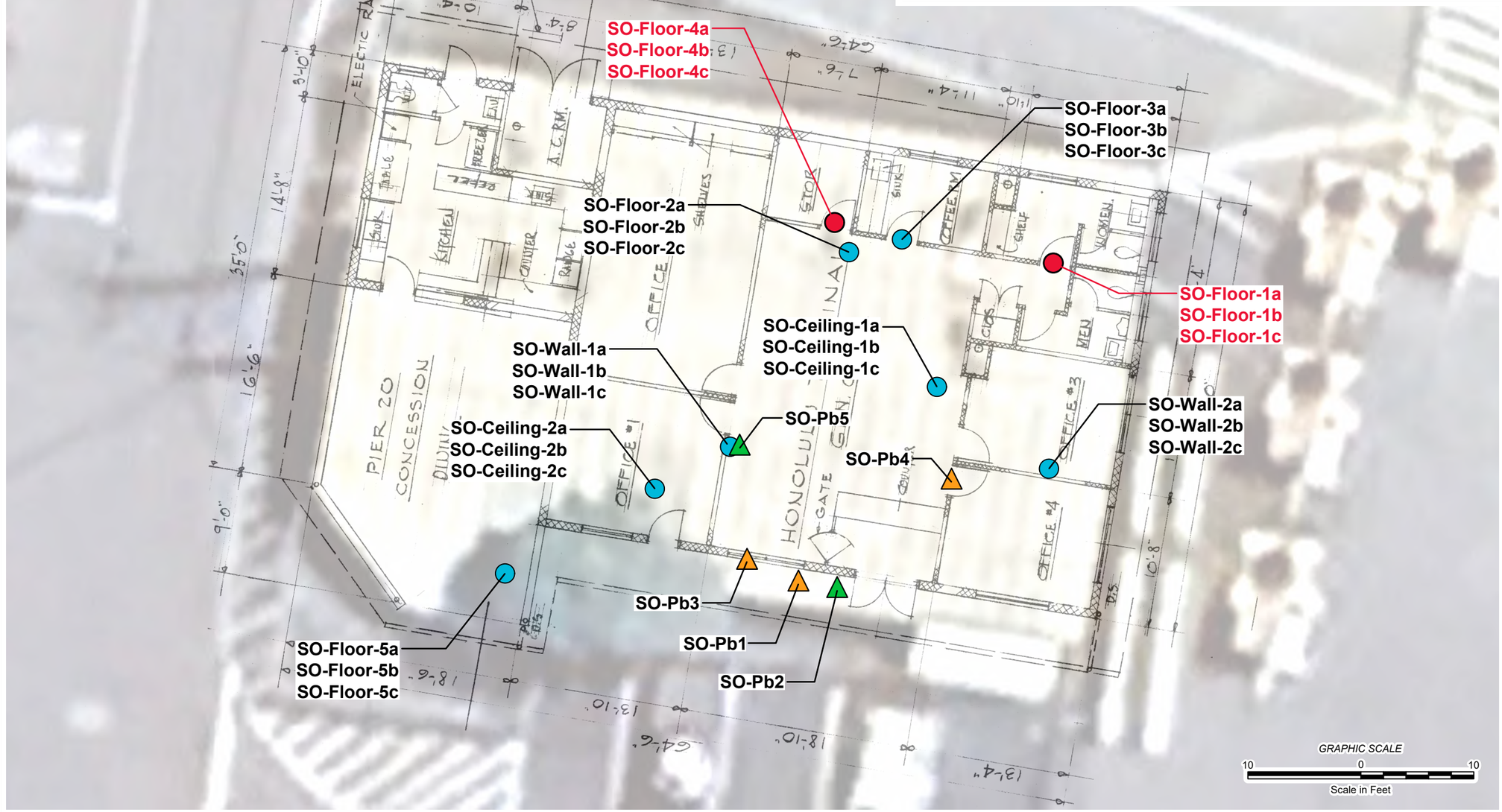
PIER 18 SHED
SAMPLE LOCATION MAP

LIMITED HAZARDOUS MATERIALS SURVEY
Demolition of Pier 18 Shed &
Sheriff's Office Buildings at Piers 18-19
Honolulu Harbor, Oahu, Hawaii

ENVIRONMENTAL SCIENCE INTERNATIONAL







LEGEND

- NON-DETECT ASBESTOS SAMPLE LOCATION
- ASBESTOS-CONTAINING MATERIAL SAMPLE LOCATION
- NON-DETECT PAINT SAMPLE LOCATION
- LEAD-CONTAINING PAINT SAMPLE LOCATION

NOTES

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SOURCES

Aerial Map, 21°18'48.5"N 157°52'02.8"W, Imagery Date: August 7, 2025. Google Earth Pro, December 2, 2025.

http://planning.hawaii.gov/gis/, 2025.

FIGURE 2

SHERIFF'S OFFICE SAMPLE LOCATION MAP

LIMITED HAZARDOUS MATERIALS SURVEY
Demolition of Pier 18 Shed &
Sheriff's Office Buildings at Piers 18-19
Honolulu Harbor, Oahu, Hawaii

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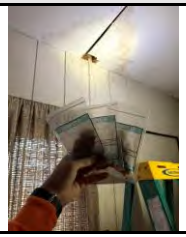
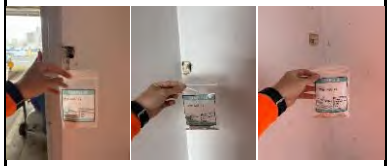
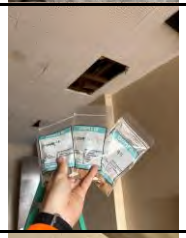
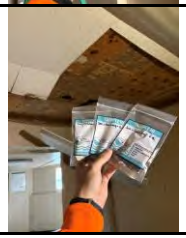
APPENDIX A
Summary of Asbestos Sample Results

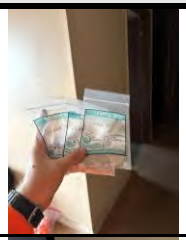
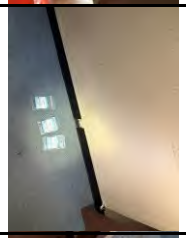
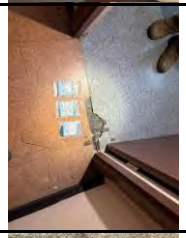
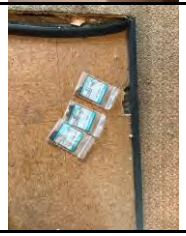
Appendix A
Summary of Asbestos Sampling Results
Pier 18 Shed and Sheriff's Office at Pier 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

Functional Space	Material Description	Sample Photo	Laboratory Description	Sample Name	Sample Results	Date Sampled	Friability (NF/F)	Condition (SD, D, G)
Ceiling	Drywall Ceiling		Tan fiberboard	P18-Ceiling-1a P18-Ceiling-1b P18-Ceiling-1c	ND	13-Nov-25	F	G
Wall	Drywall		Off-white drywall/white joint compound/white paint	P18-Wall-1a P18-Wall-1b P18-Wall-1c	ND	13-Nov-25	F	G
Wall	Ceramic tiles		Off-white ceramic tile/white joint compound-like material/tan paper/white mortar/gray grout	P18-Wall-2a P18-Wall-2b P18-Wall-2c	ND	13-Nov-25	NF	SD
Wall	Cove base		Gray cove base/yellow mastic	P18-Wall-3a P18-Wall-3b P18-Wall-3c	ND	13-Nov-25	NF	G

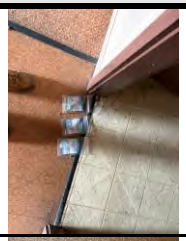
Appendix A
Summary of Asbestos Sampling Results
Pier 18 Shed and Sheriff's Office at Pier 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

Functional Space	Material Description	Sample Photo	Laboratory Description	Sample Name	Sample Results	Date Sampled	Friability (NF/F)	Condition (SD, D, G)
Floor	Ceramic tiles		Beige ceramic tile/gray grout/gray mortar/white material	P18-Floor-1a P18-Floor-1b P18-Floor-1c	ND	13-Nov-25	NF	D
Floor	Vinyl tiles		Black mastic/off-white tile	P18-Floor-2a P18-Floor-2b P18-Floor-2c	ND	13-Nov-25	NF	SD
Ceiling	Acoustic ceiling tile		Brown ceiling tile/white paint	SO-Ceiling-1a SO-Ceiling-1b SO-Ceiling-1c	ND	13-Nov-25	NF	D
Ceiling	Acoustic ceiling tile		White acoustic ceiling tile/brown mastic	SO-Ceiling-2a SO-Ceiling-2b SO-Ceiling-2c	ND	13-Nov-25	NF	D

Appendix A
Summary of Asbestos Sampling Results
Pier 18 Shed and Sheriff's Office at Pier 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

Functional Space	Material Description	Sample Photo	Laboratory Description	Sample Name	Sample Results	Date Sampled	Friability (NF/F)	Condition (SD, D, G)
Wall	Drywall		White drywall/white joint compound/tan paint	SO-Wall-1a SO-Wall-1b SO-Wall-1c	ND	13-Nov-25	F	G
Wall	Cove base		Black cove base/brown mastic/tan mastic/white joint compound	SO-Wall-2a SO-Wall-2b SO-Wall-2c	ND	13-Nov-25	NF	G
Floor	Vinyl tiles		Dark brown vinyl floor tile/gray sheet vinyl/tan-black mastic/black mastic	SO-Floor-1a SO-Floor-1b SO-Floor-1c	3% Chrysotile	13-Nov-25	NF	G
Floor	Vinyl tiles		Brown vinyl floor tile/ black mastic	SO-Floor-2a SO-Floor-2b SO-Floor-2c	ND	13-Nov-25	NF	G

Appendix A
Summary of Asbestos Sampling Results
Pier 18 Shed and Sheriff's Office at Pier 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

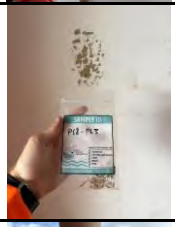
Functional Space	Material Description	Sample Photo	Laboratory Description	Sample Name	Sample Results	Date Sampled	Friability (NF/F)	Condition (SD, D, G)
Floor	Vinyl tiles		Beige sheet vinyl/ clear mastic/	SO-Floor-3a SO-Floor-3b SO-Floor-3c	ND	13-Nov-25	NF	G
Floor	Vinyl tiles		Dark brown vinyl floor tile/black mastic	SO-Floor-4a SO-Floor-4b SO-Floor-4c	3% Chrysotile	13-Nov-25	NF	G
Floor	Vinyl tiles		Beige vinyl floor tile/ gray cementitious material/yellow mastic	SO-Floor-5a SO-Floor-5b SO-Floor-5c	ND	13-Nov-25	NF	G

Notes:

F	Friable
NF	Non-Friable
SD	Severely Damaged
D	Damaged
G	Good
ND	Not Detected
Red	Indicates Asbestos-Containing Materials

APPENDIX B
Summary of Lead Sample Results

Appendix B
Summary of Lead Sampling Results
Pier 18 Shed and Sheriff's Office at Piers 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

Sample ID	Sample Result (mg/kg)	Location/Building Component	Color	Substrate	Condition	Sample Date	Sample Photo
P18-Pb1	<40	P18 outdoor walls/Wooden wall	Beige/pink	Wood	Fair	13-Nov-25	
P18-Pb2	210*	P18 doors/Wooden door	Gray	Wood	Good	13-Nov-25	
P18-Pb3	<40	P18 storage walls/Drywall	White	Drywall	Good	13-Nov-25	
P18-Pb4	79,000	P18 metal post/Other metal material/Metal post	Yellow	Metal	Poor	13-Nov-25	

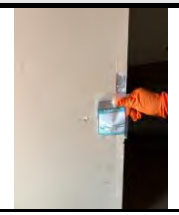
Appendix B
Summary of Lead Sampling Results
Pier 18 Shed and Sheriff's Office at Piers 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

Sample ID	Sample Result (mg/kg)	Location/Building Component	Color	Substrate	Condition	Sample Date	Sample Photo
P18-Pb5	190*	P18 storage walls/Wooden wall	White	Wood	Good	13-Nov-25	
P18-Pb6	<40	P18 indoor walls/Drywall	White	Drywall	Fair	13-Nov-25	
P18-Pb7	50*	P18 indoor officewalls/ Wooden wall	White	Wood	Fair	13-Nov-25	
P18-Pb8	560*	P18 office bathroom/ Metal wall	Green	Metal	Good	13-Nov-25	

Appendix B
Summary of Lead Sampling Results
Pier 18 Shed and Sheriff's Office at Piers 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

Sample ID	Sample Result (mg/kg)	Location/Building Component	Color	Substrate	Condition	Sample Date	Sample Photo
SO-Pb1	96*	Outside Sheriff's Office walls/CMU wall	Pink	Cement	Poor	13-Nov-25	
SO-Pb2	<40	Outside Sheriff's Office walls/CMU wall	White	Cement	Good	13-Nov-25	
SO-Pb3	84*	Outside Sheriff's Office walls/Wood trim around doors	Green	Wood	Good	13-Nov-25	
SO-Pb4	1100*	Inside Sheriff's Office doors/Wooden door	Brown	Wood	Good	13-Nov-25	

Appendix B
Summary of Lead Sampling Results
Pier 18 Shed and Sheriff's Office at Piers 19
Honolulu Harbor Pier 18 and 19
Honolulu, Hawaii 96817

Sample ID	Sample Result (mg/kg)	Location/Building Component	Color	Substrate	Condition	Sample Date	Sample Photo
SO-Pb5	<40	Inside Sheriff's Office walls/Wooden wall/drywall	Beige	Wood/drywall	Good	13-Nov-25	

Notes:

mg/kg	milligrams per kilogram.
*	Indicates Lead-Containing Paint.
Red	Indicates Lead-Based Paint.
<	Testing result is less than the Method Reporting Limit.

APPENDIX C
Laboratory Reports and Chain-of-Custody Forms

Hawaii Analytical Laboratory
ANALYTICAL REPORT

Friday, November 21, 2025

Environmental Science International, Inc
354 Uluniu Street, Suite 304
Kailua HI 96734

Phone Number: (808)261-0740
Facsimile:
Email: -

Lab Job No: 202510196
Date Submitted: 11/14/2025
Your Project: 123050-02, Sheriffs Office, 11/12/25-11/13/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575388	**SO - Ceiling - 1a**		NONE DETECTED		Wood fiber / cellulose (undulose)	**90**	Paint + other	11/19/2025
Layer	Brown ceiling tile / white paint							
Comments								
202575389	**SO - Ceiling - 1b**		NONE DETECTED		Wood fiber / cellulose (undulose)	**90**	Paint + other	11/19/2025
Layer	Brown ceiling tile / white paint							
Comments								
202575390	**SO - Ceiling - 1c**		NONE DETECTED		Wood fiber / cellulose (undulose)	**90**	Paint + other	11/19/2025
Layer	Brown ceiling tile / white paint							
Comments								
202575391	**SO - Ceiling - 2a**		NONE DETECTED		None detected		Binder	11/19/2025
Layer	Brown mastic							
Comments								
202575391	**SO - Ceiling - 2a**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**65**	Perlite + other	11/19/2025
Layer	White acoustic ceiling tile							
Comments								
202575392	**SO - Ceiling - 2b**		NONE DETECTED		None detected		Binder	11/19/2025
Layer	Brown mastic							
Comments								

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Lab Job No: 202510196
Date Submitted: 11/14/2025
Your Project: 123050-02, Sheriffs Office, 11/12/25-11/13/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575392	**SO - Ceiling - 2b**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**65**	Perlite + other	11/19/2025
Layer	White acoustic ceiling tile							
Comments								
202575393	**SO - Ceiling - 2c**		NONE DETECTED		None detected		Binder	11/19/2025
Layer	Brown mastic							
Comments								
202575393	**SO - Ceiling - 2c**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**65**	Perlite + other	11/19/2025
Layer	White acoustic ceiling tile							
Comments								
202575394	**SO - Wall - 1a**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**15**	Gypsum	11/19/2025
Layer	White drywall							
Comments								
202575394	**SO - Wall - 1a**		NONE DETECTED		None detected		Calcite + binder + paint	11/19/2025
Layer	White joint compound / tan paint							
Comments								
202575395	**SO - Wall - 1b**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**15**	Gypsum	11/19/2025
Layer	White drywall							
Comments								
202575395	**SO - Wall - 1b**		NONE DETECTED		None detected		Calcite + binder + paint	11/19/2025
Layer	White joint compound / tan paint							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575396	**SO - Wall - 1c**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**15**	Gypsum	11/19/2025
Layer	White drywall							
Comments								
202575396	**SO - Wall - 1c**		NONE DETECTED		None detected		Calcite + binder + paint	11/19/2025
Layer	White joint compound / tan paint							
Comments								
202575397	**SO - Wall - 2a**		NONE DETECTED		None detected		Vinyl	11/19/2025
Layer	Black covebase							
Comments								
202575397	**SO - Wall - 2a**		NONE DETECTED		Wollastonite (+/- optical sign)	**5**	Binder	11/19/2025
Layer	Brown mastic							
Comments								
202575397	**SO - Wall - 2a**		NONE DETECTED		None detected		Binder	11/19/2025
Layer	Tan mastic							
Comments								
202575398	**SO - Wall - 2b**		NONE DETECTED		None detected		Vinyl	11/19/2025
Layer	Black covebase							
Comments								
202575398	**SO - Wall - 2b**		NONE DETECTED		Wollastonite (+/- optical sign)	**5**	Binder	11/19/2025
Layer	Brown mastic							
Comments								
202575398	**SO - Wall - 2b**		NONE DETECTED		None detected		Binder	11/19/2025
Layer	Tan mastic							
Comments								

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Your Project: 123050-02, Sheriffs Office, 11/12/25-11/13/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575399	**SO - Wall - 2c**		NONE DETECTED		None detected		Vinyl	11/19/2025
Layer	Black covebase							
Comments								
202575399	**SO - Wall - 2c**		NONE DETECTED		Wollastonite (+/- optical sign)	**5**	Binder	11/19/2025
Layer	Brown mastic							
Comments								
202575399	**SO - Wall - 2c**		NONE DETECTED		None detected		Binder	11/19/2025
Layer	Tan mastic							
Comments								
202575399	**SO - Wall - 2c**		NONE DETECTED		None detected		Calcite + binder	11/19/2025
Layer	White joint compound							
Comments								
202575400	**SO - Floor - 1a**		NONE DETECTED		None detected		Tar	11/19/2025
Layer	Black mastic							
Comments								
202575400	**SO - Floor - 1a**	**Yes**	Chrysotile	**3**	None detected		Vinyl	11/19/2025
Layer	Dark brown vinyl floor tile							
Comments								
202575400	**SO - Floor - 1a**		NONE DETECTED		Synthetic fiber (undulose)	**15**	Vinyl + other	11/19/2025
Layer	Gray sheet vinyl							
Comments								
202575400	**SO - Floor - 1a**		NONE DETECTED		Cellulose (undulose)	**2**	Binder + tar	11/19/2025
Layer	Tan/black mastic							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575401	**SO - Floor - 1b**		NONE DETECTED		None detected		Tar	11/19/2025
Layer	Black mastic							
Comments								
202575401	**SO - Floor - 1b**	**Yes**	Chrysotile	**3**	None detected		Vinyl	11/19/2025
Layer	Dark brown vinyl floor tile							
Comments								
202575401	**SO - Floor - 1b**		NONE DETECTED		Synthetic fiber (undulose)	**15**	Vinyl + other	11/19/2025
Layer	Gray sheet vinyl							
Comments								
202575401	**SO - Floor - 1b**	**Yes**	Chrysotile	**2**	Cellulose (undulose)	**2**	Binder + tar	11/19/2025
Layer	Tan/black mastic							
Comments	Due to sample composition, cross contamination may have occurred							
202575402	**SO - Floor - 1c**		NONE DETECTED		None detected		Tar	11/19/2025
Layer	Black mastic							
Comments								
202575402	**SO - Floor - 1c**	**Yes**	Chrysotile	**3**	None detected		Vinyl	11/19/2025
Layer	Dark brown vinyl floor tile							
Comments								
202575402	**SO - Floor - 1c**		NONE DETECTED		Synthetic fiber (undulose)	**15**	Vinyl + other	11/19/2025
Layer	Gray sheet vinyl							
Comments								
202575402	**SO - Floor - 1c**		NONE DETECTED		Cellulose (undulose)	**2**	Binder + tar	11/19/2025
Layer	Tan/black mastic							
Comments								
202575403	**SO - Floor - 2a**		NONE DETECTED		Cellulose (undulose)	**2**	Tar + other	11/20/2025
Layer	Black mastic							
Comments								

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Your Project: 123050-02, Sheriffs Office, 11/12/25-11/13/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575403	**SO - Floor - 2a**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Brown vinyl floor tile							
Comments								
202575404	**SO - Floor - 2b**		NONE DETECTED		Cellulose (undulose)	**2**	Tar + other	11/20/2025
Layer	Black mastic							
Comments								
202575404	**SO - Floor - 2b**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Brown vinyl floor tile							
Comments								
202575405	**SO - Floor - 2c**		NONE DETECTED		Cellulose (undulose)	**2**	Tar + other	11/20/2025
Layer	Black mastic							
Comments								
202575405	**SO - Floor - 2c**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Brown vinyl floor tile							
Comments								
202575406	**SO - Floor - 3a**		NONE DETECTED		Cellulose (undulose) + synthetic fiber (undulose)	**20**	Vinyl	11/20/2025
Layer	Beige sheet vinyl							
Comments								
202575406	**SO - Floor - 3a**		NONE DETECTED		None detected		Binder	11/20/2025
Layer	Clear mastic							
Comments								
202575407	**SO - Floor - 3b**		NONE DETECTED		Cellulose (undulose) + synthetic fiber (undulose)	**20**	Vinyl	11/20/2025
Layer	Beige sheet vinyl							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575408	**SO - Floor - 3c**		NONE DETECTED		Cellulose (undulose) + synthetic fiber (undulose)	**20**	Vinyl	11/20/2025
Layer	Beige sheet vinyl							
Comments								
202575409	**SO - Floor - 4a**	**Yes**	Chrysotile	**< 1**	None detected		Tar	11/20/2025
Layer	Black mastic							
Comments	Due to sample composition, cross contamination may have occurred							
202575409	**SO - Floor - 4a**	**Yes**	Chrysotile	**3**	None detected		Vinyl	11/20/2025
Layer	Dark brown vinyl floor tile							
Comments								
202575410	**SO - Floor - 4b**	**Yes**	Chrysotile	**< 1**	None detected		Tar	11/20/2025
Layer	Black mastic							
Comments	Due to sample composition, cross contamination may have occurred							
202575410	**SO - Floor - 4b**	**Yes**	Chrysotile	**3**	None detected		Vinyl	11/20/2025
Layer	Dark brown vinyl floor tile							
Comments								
202575411	**SO - Floor - 4c**	**Yes**	Chrysotile	**< 1**	None detected		Tar	11/20/2025
Layer	Black mastic							
Comments	Due to sample composition, cross contamination may have occurred							
202575411	**SO - Floor - 4c**	**Yes**	Chrysotile	**3**	None detected		Vinyl	11/20/2025
Layer	Dark brown vinyl floor tile							
Comments								
202575412	**SO - Floor - 5a**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Beige vinyl floor tile							
Comments								
202575412	**SO - Floor - 5a**		NONE DETECTED		None detected		Cementitious + other	11/20/2025
Layer	Gray cementitious material							
Comments								

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Lab Job No: 202510196
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Your Project: 123050-02, Sheriffs Office, 11/12/25-11/13/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575412	**SO - Floor - 5a**		NONE DETECTED		None detected		Binder	11/20/2025
Layer	Yellow mastic							
Comments								
202575413	**SO - Floor - 5b**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Beige vinyl floor tile							
Comments								
202575413	**SO - Floor - 5b**		NONE DETECTED		None detected		Cementitious + other	11/20/2025
Layer	Gray cementitious material							
Comments								
202575413	**SO - Floor - 5b**		NONE DETECTED		None detected		Binder	11/20/2025
Layer	Yellow mastic							
Comments								
202575414	**SO - Floor - 5c**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Beige vinyl floor tile							
Comments								
202575414	**SO - Floor - 5c**		NONE DETECTED		None detected		Cementitious + other	11/20/2025
Layer	Gray cementitious material							
Comments								
202575414	**SO - Floor - 5c**		NONE DETECTED		None detected		Binder	11/20/2025
Layer	Yellow mastic							
Comments								

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General Comments
The bulk sample[s] analysis subject of this analytical report were conducted in general accordance with the procedures outlined in the United States Environmental Protection Agency's "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA-600/M4-82-020, Dec. 1982) and / or "Method for Determination of Asbestos in bulk Building Materials" (EPA-600/R-93-116, July 1993). The analysis of each bulk sample relates only to the material examined, and may or may not represent the overall composition of its original source. Floor tile and other resinously bound materials, when analyzed by the EPA methods referenced above may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. Gravimetric treatment, which HAL does not offer, may also be appropriate for certain NOB (non-friable organically bound) materials. Unless specifically requested by clients, NOB samples can be subcontracted to a NVLAP accredited lab, or else, they will be analyzed by HAL using regular PLM technique. In addition, alternative methods of identification, including Transmission Electron Microscopy (TEM) may or may not be applicable. Non-building material like tape, soil or dust samples are not covered by NVLAP, results are only qualitative (positive/negative). We utilize calibrated visual area estimation on a routine basis and do not conduct point counting unless specifically requested to do so. Estimated error for the visual determinations presented are 75% relative (<1 to 10%), 65% relative (11 to 19%), 50% relative (20 to 34%); 40% relative (35 to 50%), 35% relative (51 to 60%) and 25% relative (>60% v/v). We will not separate layers which in our opinion are not readily discernable.

Results and Symbols Definitions
> This testing result is greater than the numerical value listed.
< This testing result is less than the numerical value listed.
None Detected = asbestos was not observed in the sample. If trace amount of asbestos was detected below our quantifiable limits of 1.0%, <1% (trace) would be indicated and the asbestos type listed. Point counting, where applicable, are recommended to improve accuracy.

Eva Skogsberg
Laboratory Manager

HAWAII ANALYTICAL LABORATORY, LLC
3615 Harding Avenue, Suite 308
Honolulu, HI 96816
Ph: 808-735-0422 - Fax: 808-735-0047
www.analyzehawaii.com

☐ New client?

Report To*	Robert Chong
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	(808) 372-2037
Report results to	Chris Garcia
Email / Fax	cgarcia@esciencei.com

Invoice To*	Stacey Acma
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	808-261-0740
Purchase Order No.	
Email Invoice To	Esiaccounting@esciencei.com

Need Results By*:
- ☑ 5 Working Days (WD)
- ☐ 4 WD
- ☐ 3 WD
- ☐ 2 WD
- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name: Sheriffs Office

Client Project No.: 123050-02

Verbal results? ☐

Sampled By: IM, BD, ST

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202510196

	Sample Identification / Description* (Maxmium of 30 Characters)	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	SO-ceiling-1a	11/13/25	Bulk	-	PLM	EPA 600	202575388
2	SO-ceiling-1b	"	"	"	"	"	202575389
3	SO-ceiling-1c	"	"	"	"	"	202575390
4	SO-ceilng-2a	"	"	"	"	"	202575391
5	SO-ceilng-2b	"	"	"	"	"	202575392
6	SO-ceilng-2c	"	"	"	"	"	202575393
7	SO-wall-1a	"	"	"	"	"	202575394
8	SO-wall-1b	"	"	"	"	"	202575395
9	SO-wall-1c	"	"	"	"	"	202575396
10	SO-wall-2a	"	"	"	"	"	202575397
11	SO-wall-2b	"	"	"	"	"	202575398
12	SO-wall-2c	"	"	"	"	"	202575399

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
Ian Mclay	11/14/25	Savannah Newman	11-14-25P12:02 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
All samples submitted are subject to Hawaii Analytical Laboratory terms and conditions.
*Required fields, failure to complete these fields may result in a delay in your samples being processed.

☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx

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☐ New client?

Report To*	Robert Chong
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	(808) 372-2037
Report results to	Chris Garcia
Email / Fax	cgarcia@esciencei.com

Invoice To*	Stacey Acma
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	808-261-0740
Purchase Order No.	
Email Invoice To	Esiaccounting@esciencei.com

Need Results By*:
- ☑ 5 Working Days (WD)
- ☐ 4 WD
- ☐ 3 WD
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- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name: Sheriffs Office

Client Project No.: 123050-02

Verbal results? ☐

Sampled By: IM, BD, ST

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202510196

	Sample Identification / Description* (Maxmium of 30 Characters)	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	SO-floor-1a	11/12/25	Bulk	-	PLM	EPA 600	202575400
2	SO-floor-1b						202575401
3	SO-floor-1c						202575402
4	SO-floor-2a						202575403
5	SO-floor-2b						202575404
6	SO-floor-2c						202575405
7	SO-floor-3a						202575406
8	SO-floor-3b						202575407
9	SO-floor-3c						202575408
10	SO-floor-4a						202575409
11	SO-floor-4b						202575410
12	SO-floor-4c						202575411

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
claimed by Ian Maloy	11/14/25	Savannah Newman Savannah Newman	11-14-25P12:02 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
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☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx

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Phone / Cell No.*	808-261-0740
Purchase Order No.	
Email Invoice To	Esiaccounting@esciencei.com

Need Results By*:
- ☑ 5 Working Days (WD)
- ☐ 4 WD
- ☐ 3 WD
- ☐ 2 WD
- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name: Sheriffs Office

Client Project No.: 123050-02

Verbal results? ☐

Sampled By: IM, ST, BP

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202510196

	Sample Identification / Description* (Maxmium of 30 Characters)	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	SO-floor-5a	11/12/25	Bulk	-	PLM	EPA 600	202575412
2	SO-floor-5b	〃	〃	〃	〃	〃	202575413
3	SO-floor-5c	〃	〃	〃	〃	〃	202575414
4							
5							
6							
7							
8							
9							
10							
11							
12							

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
Ian Mudy	11/14/25	Savannah Newman	11-14-25P12:02 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
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☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx

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Friday, November 21, 2025

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Phone Number: (808)261-0740
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Email: -

Lab Job No: 202510197
Date Submitted: 11/14/2025
Your Project: 123050-02, Pier 18 (P18), 11/12/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575416	**P18-Wall-1a**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**15**	Gypsum	11/20/2025
Layer	Off-white drywall							
Comments								
202575416	**P18-Wall-1a**		NONE DETECTED		None detected		Calcite + binder + paint	11/20/2025
Layer	White joint compound / white paint							
Comments								
202575417	**P18-Wall-1b**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**15**	Gypsum	11/20/2025
Layer	Off-white drywall							
Comments								
202575417	**P18-Wall-1b**		NONE DETECTED		None detected		Calcite + binder + paint	11/20/2025
Layer	Off-white joint compound / white paint							
Comments								
202575417	**P18-Wall-1b**		NONE DETECTED		Cellulose (undulose)	**10**	Calcite + binder	11/20/2025
Layer	White joint compound / white paper							
Comments								
202575418	**P18-Wall-1c**		NONE DETECTED		Cellulose (undulose) + fibrous glass (amorphous)	**15**	Gypsum	11/20/2025
Layer	Off-white drywall							
Comments								

Hawaii Analytical Laboratory is a NIST NVLAP accredited laboratory (NVLAP Lab Code 200655-0) and is accredited in accordance with the recognized ISO/ IEC 17025:2017. Controlled doc.: Asbestos Report, rev. 6 - 20251119

Environmental Science International, Inc
354 Uluniu Street, Suite 304
Kailua HI 96734

Phone Number: (808)261-0740
Facsimile:
Email: -

Lab Job No: 202510197
Date Submitted: 11/14/2025
Your Project: 123050-02, Pier 18 (P18), 11/12/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575418	**P18-Wall-1c**		NONE DETECTED		None detected		Calcite + binder + paint	11/20/2025
Layer	White joint compound / white paint							
Comments								
202575419	**P18-Wall-2a**		NONE DETECTED		None detected		Ceramic	11/20/2025
Layer	Off-white ceramic tile							
Comments								
202575419	**P18-Wall-2a**		NONE DETECTED		Cellulose (undulose)	**10**	Calcite + binder + other	11/20/2025
Layer	White joint compound like material / tan paper							
Comments								
202575419	**P18-Wall-2a**		NONE DETECTED		None detected		Calcite + aggregate + other	11/20/2025
Layer	White mortar							
Comments								
202575420	**P18-Wall-2b**		NONE DETECTED		Cellulose (undulose)	**10**	Calcite + binder + other	11/20/2025
Layer	Gray grout							
Comments								
202575420	**P18-Wall-2b**		NONE DETECTED		None detected		Ceramic	11/20/2025
Layer	Off-white ceramic tile							
Comments								
202575420	**P18-Wall-2b**		NONE DETECTED		Cellulose (undulose)	**10**	Calcite + binder + other	11/20/2025
Layer	White joint compound like material / tan paper							
Comments								
202575420	**P18-Wall-2b**		NONE DETECTED		None detected		Calcite + aggregate + other	11/20/2025
Layer	White mortar							
Comments								

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Phone Number: (808)261-0740
Facsimile:
Email: -

Lab Job No: 202510197
Date Submitted: 11/14/2025
Your Project: 123050-02, Pier 18 (P18), 11/12/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575421	**P18-Wall-2c**		NONE DETECTED		None detected		Ceramic	11/20/2025
Layer	Off-white ceramic tile							
Comments								
202575421	**P18-Wall-2c**		NONE DETECTED		Cellulose (undulose)	**10**	Calcite + binder + other	11/20/2025
Layer	White joint compound like material / tan paper							
Comments								
202575421	**P18-Wall-2c**		NONE DETECTED		None detected		Calcite + aggregate + other	11/20/2025
Layer	White mortar							
Comments								
202575422	**P18-Wall-3a**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Gray cove base							
Comments								
202575422	**P18-Wall-3a**		NONE DETECTED		None detected		Binder	11/20/2025
Layer	Yellow mastic (limited)							
Comments								
202575423	**P18-Wall-3b**		NONE DETECTED		None detected		Vinyl	11/20/2025
Layer	Gray cove base							
Comments								
202575423	**P18-Wall-3b**		NONE DETECTED		None detected		Binder	11/20/2025
Layer	Yellow mastic (limited)							
Comments								
202575424	**P18-Wall-3c**		NONE DETECTED		None detected		Vinyl	11/21/2025
Layer	Gray cove base							
Comments								

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Lab Job No: 202510197
Date Submitted: 11/14/2025
Your Project: 123050-02, Pier 18 (P18), 11/12/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575424	**P18-Wall-3c**		NONE DETECTED		None detected		Binder	11/21/2025
Layer	Yellow mastic							
Comments								
202575425	**P18-Floor -1a**		NONE DETECTED		None detected		Ceramic + quartz	11/21/2025
Layer	Beige ceramic tile							
Comments								
202575425	**P18-Floor -1a**		NONE DETECTED		None detected		Cementitious + other	11/21/2025
Layer	Gray grout / mortar							
Comments								
202575426	**P18-Floor -1b**		NONE DETECTED		None detected		Ceramic + quartz	11/21/2025
Layer	Beige ceramic tile							
Comments								
202575426	**P18-Floor -1b**		NONE DETECTED		None detected		Cementitious + other	11/21/2025
Layer	Gray grout							
Comments								
202575426	**P18-Floor -1b**		NONE DETECTED		None detected		Cementitious + other	11/21/2025
Layer	Gray mortar							
Comments								
202575426	**P18-Floor -1b**		NONE DETECTED		Cellulose (undulose)	**10**	Calcite + other	11/21/2025
Layer	White material							
Comments								
202575427	**P18-Floor -1c**		NONE DETECTED		None detected		Ceramic + quartz	11/21/2025
Layer	Beige ceramic tile							
Comments								

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Lab Job No: 202510197
Date Submitted: 11/14/2025
Your Project: 123050-02, Pier 18 (P18), 11/12/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575427	**P18-Floor -1c**		NONE DETECTED		None detected		Cementitious + other	11/21/2025
Layer	Gray grout							
Comments								
202575427	**P18-Floor -1c**		NONE DETECTED		None detected		Cementitious + other	11/21/2025
Layer	Gray mortar							
Comments								
202575428	**P18-Floor -2a**		NONE DETECTED		Cellulose (undulose)	**5**	Tar + other	11/21/2025
Layer	Black mastic							
Comments								
202575428	**P18-Floor -2a**		NONE DETECTED		None detected		Calcite + vinyl	11/21/2025
Layer	Off-white tile							
Comments								
202575429	**P18-Floor -2b**		NONE DETECTED		Cellulose (undulose)	**5**	Tar + other	11/21/2025
Layer	Black mastic							
Comments								
202575429	**P18-Floor -2b**		NONE DETECTED		None detected		Calcite + vinyl	11/21/2025
Layer	Off-white tile							
Comments								
202575430	**P18-Floor -2c**		NONE DETECTED		Cellulose (undulose)	**5**	Tar + other	11/21/2025
Layer	Black mastic							
Comments								
202575430	**P18-Floor -2c**		NONE DETECTED		None detected		Calcite + vinyl	11/21/2025
Layer	Off-white tile							
Comments								

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Lab Job No: 202510197
Date Submitted: 11/14/2025
Your Project: 123050-02, Pier 18 (P18), 11/12/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202575431	**P18-Ceiling-1a**		NONE DETECTED		Wood fiber / cellulose (undulose)	**95**	Paint + other	11/21/2025
Layer	Tan fiberboard							
Comments								
202575432	**P18-Ceiling-1b**		NONE DETECTED		Wood fiber / cellulose (undulose)	**95**	Paint + other	11/21/2025
Layer	Tan fiberboard							
Comments								
202575433	**P18-Ceiling-1c**		NONE DETECTED		Wood fiber / cellulose (undulose)	**95**	Other	11/21/2025
Layer	Tan fiberboard							
Comments								

Environmental Science International, Inc
354 Uluniu Street, Suite 304
Kailua HI 96734

Phone Number: (808)261-0740
Facsimile:
Email: -

Lab Job No: 202510197
Date Submitted: 11/14/2025
Your Project: 123050-02, Pier 18 (P18), 11/12/25

General Comments
The bulk sample[s] analysis subject of this analytical report were conducted in general accordance with the procedures outlined in the United States Environmental Protection Agency's "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA-600/M4-82-020, Dec. 1982) and / or "Method for Determination of Asbestos in bulk Building Materials" (EPA-600/R-93-116, July 1993). The analysis of each bulk sample relates only to the material examined, and may or may not represent the overall composition of its original source. Floor tile and other resinously bound materials, when analyzed by the EPA methods referenced above may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. Gravimetric treatment, which HAL does not offer, may also be appropriate for certain NOB (non-friable organically bound) materials. Unless specifically requested by clients, NOB samples can be subcontracted to a NVLAP accredited lab, or else, they will be analyzed by HAL using regular PLM technique. In addition, alternative methods of identification, including Transmission Electron Microscopy (TEM) may or may not be applicable. Non-building material like tape, soil or dust samples are not covered by NVLAP, results are only qualitative (positive/negative). We utilize calibrated visual area estimation on a routine basis and do not conduct point counting unless specifically requested to do so. Estimated error for the visual determinations presented are 75% relative (<1 to 10%), 65% relative (11 to 19%), 50% relative (20 to 34%); 40% relative (35 to 50%), 35% relative (51 to 60%) and 25% relative (>60% v/v). We will not separate layers which in our opinion are not readily discernable.

Results and Symbols Definitions
> This testing result is greater than the numerical value listed.
< This testing result is less than the numerical value listed.
None Detected = asbestos was not observed in the sample. If trace amount of asbestos was detected below our quantifiable limits of 1.0%, <1% (trace) would be indicated and the asbestos type listed. Point counting, where applicable, are recommended to improve accuracy.

Eva Skogsberg
Laboratory Manager

HAWAII ANALYTICAL LABORATORY, LLC

3615 Harding Avenue, Suite 308
Honolulu, HI 96816
Ph: 808-735-0422 - Fax: 808-735-0047
www.analyzehawaii.com

☐ New client?

Report To*	Robert Chong
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	(808) 372-2037
Report results to	Chris Garcia
Email / Fax	cgarcia@esciencei.com

Invoice To*	Stacey Acma
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	808-261-0740
Purchase Order No.	
Email Invoice To	Esiaccounting@esciencei.com

Need Results By*:
- ☑ 5 Working Days (WD)
- ☐ 4 WD
- ☐ 3 WD
- ☐ 2 WD
- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name: Pier 18 (P18)

Client Project No.: 123050-02

Verbal results? ☐

Sampled By: IM, BD, ST

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202510197

	Sample Identification / Description* (Maxmium of 30 Characters)	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	~~P18-1a~~ (M)		Bulk	-	PLM	EPA 600	~~202575415~~ SN
2	P18-wall-1a	11/12/25					202575416
3	P18-wall-1b						202575417
4	P18-wall-1c						202575418
5	P18-wall-2a						202575419
6	P18-wall-2b						202575420
7	P18-wall-2c						202575421
8	P18-wall-3a						202575422
9	P18-wall-3b						202575423
10	P18-wall-3c						202575424
11	P18-floor-1a						202575425
12	P18-floor-1b						202575426

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
Iain McCoy Iain McCoy	11/14/25	Savannah Newman Savannah Newman	11-14-25 P12:02 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
All samples submitted are subject to Hawaii Analytical Laboratory terms and conditions.
*Required fields, failure to complete these fields may result in a delay in your samples being processed.

☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx

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☐ New client?

Report To*	Robert Chong
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Address*	354 Uluniu Street, Suite 304
	Kailua, HI 96734
Phone / Cell No.*	(808) 372-2037
Report results to	Chris Garcia
Email / Fax	cgarcia@esciencei.com

Invoice To*	Stacey Acma
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304
	Kailua, HI 96734
Phone / Cell No.*	808-261-0740
Purchase Order No.	
Email Invoice To	Esiaccounting@esciencei.com

Need Results By*:
- ☑ 5 Working Days (WD)
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- ☐ 3 WD
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- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name: Pier 18 (P18)

Client Project No.: 123050-02

Verbal results? ☐

Sampled By: IW, DD, ST

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202510197

	Sample Identification / Description* (Maxmium of 30 Characters)	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	P18 - floor - 1c	11/12/25	Bulk	-	PLM	EPA 600	202575427
2	P18 - floor - 2a	〃	〃	〃	〃	〃	202575428
3	P18 - floor - 2b	〃	〃	〃	〃	〃	202575429
4	P18 - floor - 2c	〃	〃	〃	〃	〃	202575430
5	P18 - ceiling - 1a	〃	〃	〃	〃	〃	202575431
6	P18 - ceiling - 1b	〃	〃	〃	〃	〃	202575432
7	P18 - ceiling - 1c	〃	〃	〃	〃	〃	202575433
8							
9							
10							
11							
12							

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
Ian Mckay	11/14/25	Savannah Newman	11-14-25 P12:02 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
All samples submitted are subject to Hawaii Analytical Laboratory terms and conditions.
*Required fields, failure to complete these fields may result in a delay in your samples being processed.

☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx

Hawaii Analytical Laboratory
ANALYTICAL REPORT

Friday, November 21, 2025

Environmental Science International, Inc
354 Uluniu Street, Suite 304
Kailua HI 96734

Phone Number: (808)261-0740
Email: -

Lab Job No: 202510198
Total Analyzed: 5
Date Collected: 11/12/2025
Date Submitted: 11/14/2025
Project Name: 123050-02, Sheriffs Office

Total Lead (paint chips)

NIOSH Method: 7082m LEAD by FAAS

Lab Sple No.	Sample ID / Description	Results	Units	Date Analyzed
202575434	SO-Pb1	96	mg/kg	11/21/2025
202575435	SO-Pb2	< 40	mg/kg	11/21/2025
202575436	SO-Pb3	84	mg/kg	11/21/2025
202575437	SO-Pb4	1100	mg/kg	11/21/2025
202575438	SO-Pb5	< 40	mg/kg	11/21/2025

All Quality Control data are acceptable unless otherwise noted.

Environmental Science International, Inc
354 Uluniu Street, Suite 304
Kailua HI 96734

Phone Number: (808)261-0740
Email: -

Lab Job No: 202510198
Total Analyzed: 5
Date Collected: 11/12/2025
Date Submitted: 11/14/2025
Project Name: 123050-02, Sheriffs Office

General Comments
The sample[s] analysis subject of this analytical report were conducted in general accordance with the procedures associated with the "analytical method" referenced above. The analysis of sample relates only to the sample analyzed, and may or may not be representative of the original source of the material submitted for our analysis. All analysts participate in interlaboratory quality control testing to continuously document profiency. This report is not to be duplicated except in full without the expressed written permission of Hawaii Analytical Laboratory. This report should not be construed as an endorsement for a product or a service by the AIHA LAP, LLC or any affiliated organizations. Sample and associated sampling / collection data (e.g. air volume or surface area) is reported as provided by client. TWA values have been calculated based on information supplied by the client that the laboratory has not independently verified. Results have not been corrected for blank determinations unless noted in remarks. Unless otherwise indicated the sample condition at the time of receipt was acceptable. Measurement of uncertainty for lead in paint, dust, airborne particulates, and soil taken from and around buildings and related structures is available upon request. MRL for lead air is 5ug; MRL for lead wipe is 5ug; MRL for lead paint or soil is 40 mg/kg for a 0.25g

Results and Symbols Definitions
> This testing result is greater than the numerical value listed.
< This testing result is less than the numerical value listed.
# = Analytical methods marked with an "#" are not within our AIHA LAP, LLC Scope of Accreditation.
MRL = Method Reporting Limit

Eva Skogsberg
Laboratory Manager

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Report results to	Chris Garcia
Email / Fax	cgarcia@esciencei.com

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Purchase Order No.	
Email Invoice To	Esiaccounting@esciencei.com

Need Results By*:
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- ☐ 3 WD
- ☐ 2 WD
- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name: Sheriffs Office

Client Project No.: 123050-02

Verbal results? ☐

Sampled By: M, BD, ST

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202510198

	Sample Identification / Description* (Maxmium of 30 Characters)	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	SO - Pb1	11/12/25	Paint Chip	-	Lead	NIOSH 7082	202575434
2	SO - Pb2	〃	〃	〃	〃	〃	202575435
3	SO - Pb3	〃	〃	〃	〃	〃	202575436
4	SO - Pb4	〃	〃	〃	〃	〃	202575437
5	SO - Pb5	〃	〃	〃	〃	〃	202575438
6							
7							
8							
9							
10							
11							
12							

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
Ian Miley	11/14/25	Savannah Newman	11-14-25P12:02 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
All samples submitted are subject to Hawaii Analytical Laboratory terms and conditions.
*Required fields, failure to complete these fields may result in a delay in your samples being processed.

☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx

Hawaii Analytical Laboratory
ANALYTICAL REPORT

Friday, November 21, 2025

Environmental Science International, Inc
354 Uluniu Street, Suite 304
Kailua HI 96734

Phone Number: (808)261-0740
Email: -

Lab Job No: 202510199
Total Analyzed: 8
Date Collected: 11/12/2025
Date Submitted: 11/14/2025
Project Name: 123050-02, Pier 18 (P18)

Total Lead (paint chips)

NIOSH Method: 7082m LEAD by FAAS

Lab Sple No.	Sample ID / Description	Results	Units	Date Analyzed
202575439	P18-Pb1	< 40	mg/kg	11/21/2025
202575440	P18-Pb2	210	mg/kg	11/21/2025
202575441	P18-Pb3	< 40	mg/kg	11/21/2025
202575442	P18-Pb4	79000	mg/kg	11/21/2025
202575443	P18-Pb5	190	mg/kg	11/21/2025
202575444	P18-Pb6	< 40	mg/kg	11/21/2025
202575445	P18-Pb7	50	mg/kg	11/21/2025
202575446	P18-Pb8	560	mg/kg	11/21/2025

All Quality Control data are acceptable unless otherwise noted.

Environmental Science International, Inc
354 Uluniu Street, Suite 304
Kailua HI 96734

Phone Number: (808)261-0740
Email: -

Lab Job No: 202510199
Total Analyzed: 8
Date Collected: 11/12/2025
Date Submitted: 11/14/2025
Project Name: 123050-02, Pier 18 (P18)

General Comments
The sample[s] analysis subject of this analytical report were conducted in general accordance with the procedures associated with the "analytical method" referenced above. The analysis of sample relates only to the sample analyzed, and may or may not be representative of the original source of the material submitted for our analysis. All analysts participate in interlaboratory quality control testing to continuously document profiency. This report is not to be duplicated except in full without the expressed written permission of Hawaii Analytical Laboratory. This report should not be construed as an endorsement for a product or a service by the AIHA LAP, LLC or any affiliated organizations. Sample and associated sampling / collection data (e.g. air volume or surface area) is reported as provided by client. TWA values have been calculated based on information supplied by the client that the laboratory has not independently verified. Results have not been corrected for blank determinations unless noted in remarks. Unless otherwise indicated the sample condition at the time of receipt was acceptable. Measurement of uncertainty for lead in paint, dust, airborne particulates, and soil taken from and around buildings and related structures is available upon request. MRL for lead air is 5ug; MRL for lead wipe is 5ug; MRL for lead paint or soil is 40 mg/kg for a 0.25g

Results and Symbols Definitions
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MRL = Method Reporting Limit

Eva Skogsberg
Laboratory Manager

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Ph: 808-735-0422 - Fax: 808-735-0047
www.analyzehawaii.com

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Report To*	Robert Chong
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	(808) 372-2037
Report results to	Chris Garcia
Email / Fax	cgarcia@esciencei.com

Invoice To*	Same as Listed
Company	Environmental Science International
Address*	354 Uluniu Street, Suite 304 Kailua, HI 96734
Phone / Cell No.*	808-261-0740
Purchase Order No.	
Email Invoice To	Esiaccounting@esciencei.com

Need Results By*:

- ☑ 5 Working Days (WD)
- ☐ 4 WD
- ☐ 3 WD
- ☐ 2 WD
- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name:	Client Project No.:	Verbal results?	Sampled By:
Pier 18 (P18)	123050-02	☐	LM, BD, ST

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202510199

	Sample Identification / Description* (Maxmium of 30 Characters)	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	*Lab Sample(s) No.:*
1	P18 - Pb1	11/12/25	Paint Chip	-	Lead	NIOSH 7082	202575439
2	P18 - Pb2	↓	↓	↓	↓	↓	202575440
3	P18 - Pb3	↓	↓	↓	↓	↓	202575441
4	P18 - Pb4	↓	↓	↓	↓	↓	202575442
5	P18 - Pb5	↓	↓	↓	↓	↓	202575443
6	P18 - Pb6	↓	↓	↓	↓	↓	202575444
7	P18 - Pb7	↓	↓	↓	↓	↓	202575445
8	P18 - Pb8	↓	↓	↓	↓	↓	202575446
9							
10							
11							
12							

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
[signature] Iain McCoy	11/14/25	Savannah Newman [signature]	11-14-25P12:03 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
All samples submitted are subject to Hawaii Analytical Laboratory terms and conditions.
*Required fields, failure to complete these fields may result in a delay in your samples being processed.

☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx

Requirements of Chapter 104, HRS
Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over $2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]

- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]

- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]

- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
  - the name and home address of each employee
  - the last four digits of social security number
  - a copy of the apprentice's registration with DLIR
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - itemized list of fringe benefits paid
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - total net wages paid
  - date of payment

- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]

- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]

  - First Violation — Equal to 25% of back wages found due or $250 per offense up to $2,500, whichever is greater.
  - Second Violation — Equal to amount of back wages found due or $500 for each offense up to $5,000, whichever is greater.
  - Third Violation — Equal to two times the amount of back wages found due or $1,000 for each offense up to $10,000, whichever is greater; and
    Suspension from doing any new work on any public work of a governmental contracting agency for three years.

  ▪ A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]

  ▪ **Suspension**: For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]

- **Suspension**: Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]

- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of $10,000 per project, and $1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]

- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

For additional information, visit the department's website at *http://labor.hawaii.gov/wsd*
or contact any of the following DLIR offices:

Oahu (Wage Standards Division) .....(808) 586-8777
Hawaii Island.....(808) 974-6464
Maui and Kauai .....(808) 243-5322

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

PROJECT:	HONOLULU HARBOR, PIERS 18 AND 19, DEMOLITION OF PIER 18 SHED AND SHERIFF'S BUILDING, OAHU, HAWAII
PROJECT NO.:	S10924
COMPLETION TIME:	All work shall be completed within ONE HUNDRED FIFTY (150) CALENDAR DAYS from the date indicated in the Notice to Proceed from the Department.
LIQUIDATED DAMAGES:	TWO HUNDRED, TWENTY-FIVE DOLLARS ($225.00) for each and every calendar day which the Contractor has delayed the completion of this project.
DESIGN PROJECT MANAGER:	MR. GREGG HIROKAWA DEPARTMENT OF TRANSPORTATION HARBORS HALE AWA MOKU 79 S. NIMITZ HIGHWAY HONOLULU, HAWAII 96813 PHONE: (808) 587-1985 EMAIL: gregg.hirokawa@hawaii.gov
ELECTRONIC SUBMITTAL:	**Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall refer to SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.

3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.

5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.

6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

7. The undersigned Bidder further agrees to the following: Pursuant to HAR §3-122-13(e), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Department of Transportation, Air and Water Transportation Facilities Division General Provisions for Construction Projects dated 2016, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____.
(Fill in other acceptable security.)

The undersigned Bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder, has listed the name of each person or firm, who will be engaged by the Bidder on the project as a Subcontractor or Joint Contractor and the nature of work to be done by each. **The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor.** For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

Name of Subcontractor	Nature and Scope of Work
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Name of Joint Contractor	Nature and Scope of Work
1.	
2.	
3.	

NOTES:

"None" or if left blank indicates no Subcontractor or Joint Contractor.

If more space is needed, attach additional sheets.

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

_____
Bidder (Company Name)

By_____
Authorized Signature

_____
Print Name and Title

_____

_____
Business Address

_____
Business Telephone

_____
Date

_____
Contact Person (If different from above)

Phone:_____ Email:_____

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

( ) Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

HONOLULU HARBOR

PIERS 18 AND 19

DEMOLITION OF PIER 18 SHED AND SHERIFF'S BUILDING

OAHU, HAWAII

JOB S10924

PROPOSAL SCHEDULE

Item No.	Item Description	Approximate Quantity (a)	Unit	Unit Price (b)	Amount Bid (a x b)
1	Mobilization (Not to exceed 6% sum of all Items, excluding this Item)	L.S.	L.S.	L.S.	$ _____
2	Demolition of Sheriff's Building	L.S.	L.S.	L.S.	$ _____
3	Demolition of Pier 18 Shed	L.S.	L.S.	L.S.	$ _____
4	Pier 18 Equipment Frame	L.S.	L.S.	L.S.	$ _____
5	Exposed Anchor Repair	450	EA.	$ _____	$ _____
6	Pier 18 Security Fence	L.S.	L.S.	L.S.	$ _____
		TOTAL AMOUNT FOR COMPARISON OF BIDS			$ _____

NOTES:

1. Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.

2. Bid shall include all Federal, State, County and other applicable taxes and fees.

3. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.

4. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.

5. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

6. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for this project, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, as amended, to reduce the scope of work and award a contract.

7. Submission of Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.

8. No additional compensation will be paid by the State for losses, including overhead and profit, resulting from reduced scope of work.

9. Contract time shall remain the same whether or not the overall scope of work is decreased.

SURETY BID BOND

Bond No. .....

KNOW TO ALL BY THESE PRESENTS:

That we,_____
(full name or legal title of offerer)

as Offeror, hereinafter called the Principal, and

_____
(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

_____
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

_____
(required amount of bid security)

Dollars($_____),lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

_____
(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____ _____

_____
Name of Principal (Offeror) (Seal)

_____
Signature

_____
Title

_____
Name of Surety (Seal)

_____
Signature

_____
Title

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HONOLULU, HAWAII

SAMPLE FORMS

Contents:

CONTRACT

THIS AGREEMENT, made this day of _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office address is «ADDRESS», hereinafter referred to as CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT_NAME_AND_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS ($«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS……$«BASIC_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---DOLLARS ($«BASIC_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS ($«EXTRA_NUMERIC») is hereby provided for extra work.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

_____
Director of Transportation

«CONTRACTOR» (Seal)

_____
Signature

_____
Print name

_____
Print Title

_____
Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____
(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____
DOLLARS ($_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____, for the following project:_____
_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____DOLLARS $_____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

☐ **Legal Tender;**

☐ **Share Certificate** unconditionally assigned to or made payable at sight to _____
Description:_____;

☐ **Certificate of Deposit**, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Cashier's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Teller's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Treasurer's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Official Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Certified Check** No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project:_____

_____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

(Seal)_____
Name of Contractor

_____
Signature*

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

_____,
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____
_____ Dollars ($_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed Contract with the Obligee on _____ for the following project:_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____DOLLARS ($_____)
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

☐ **Legal Tender;**

☐ **Share Certificate** unconditionally assigned to or made payable at sight to_____
Description:_____

☐ **Certificate of Deposit**, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Cashier's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Teller's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Treasurer's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Official Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Certified Check** No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project:_____

_____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond..

Signed this _____ day of _____, _____.

(Seal)_____
Name of Contractor

_____
Signature*

_____
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20___.

_____ «CONTRACTOR»
Name of Corporation, Partnership, or Individual

_____
Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
_____day of_____
Notary signature_____
Notary public, State of _____
My Commission Expires:_____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: ____
Notary Name: _____ _____Circuit
Doc. Description: _____
_____
Notary signature_____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:

   a. "Contract" means contracts for construction under 103D, HRS.

   b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.

   c. "Construction" has the same meaning as in Section 103D-104, HRS.

   d. "General Contractor" means any person having a construction contract with a governmental body.

   e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.

   f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.

   g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011–Employment of State Residents Requirements:

   a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

EXHIBIT 1

b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.

c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.

d. The requirements of this section shall apply to any subcontract of $50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.

e. The Contractor and any Subcontractor whose subcontract is $50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.

1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.

2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.

3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.

2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statues §103D-702.

3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter103B, as amended by Act 192, Session Laws of Hawaii 2011–Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

☐ I am an officer of the **Contractor** for this contract.

☐ I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

_____
(Name of Company)

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Subscribed and sworn to me before this
_____ day of _____, 2011.

_____
Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Doc. Date: _____ # of Pages_____ 1st Circuit
Notary Name: _____
Doc. Description: _____

_____
_____

_____
Notary Signature Date
NOTARY CERTIFICATION

EXHIBIT 2