

SPECIFICATIONS AND PROPOSAL

FOR

**INSTALLATION OF PORTABLE COMFORT STATION AND
SEWERLINE EXTENSION**

KAHULUI HARBOR, MAUI, HAWAII

JOB P30251

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

HARBORS

2026

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

The receiving of bids for **INSTALLATION OF PORTABLE COMFORT STATION AND SEWERLINE EXTENSION, KAHULUI HARBOR, MAUI, HAWAII, JOB P30251**, 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 AND TIME is June 23, 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 generally consists of the following: purchasing, delivery, and installation of a new portable comfort station with integrated PV-battery system and an inverter generator, minimum 2000W, or enough to run and charge the batteries and power the comfort station in case of extended overcast days. Install and connect all required utilities to the new comfort station, as noted on plans and specifications herein. Connect new 6-inch sewer line to existing sewer lateral and extend along Wharf Street as shown in the plans. Lower the existing

8-inch waterline to provide 12-inch vertical clearance from new sewer line. Relocate ice maker and water ionizer items that are currently located within the existing maintenance building and install in the new maintenance building, as shown in the project plans. Coordination with Young Brothers and Maui District is required. Repair all concrete and AC pavement that is disturbed during construction. The estimated cost of construction is between \$500,000 and \$750,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering “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 June 5, 2026, at 9:00 a.m., HST. Interested bidders shall contact Mr. Kelsey Ogomori, Project Manager, directly at kelsey.ogomori@hawaii.gov, no later than five working days 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 June 9, 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 HlePRO.

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 Mr. Kelsey Ogomori, Project Manager, by phone at (808) 587-1958, or by email at kelsey.ogomori@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.

A handwritten signature in black ink, reading "Dreanalee Kalili", is written over a horizontal line.

DREANALEE K. KALILI

Deputy Director of Transportation for Harbors

HIePRO RELEASE DATE: May 22, 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.

SPECIAL PROVISIONS

The "General Provisions" are amended as follows:

1.3 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 "Bid" is amended by deleting it and replacing it with the following:

"Bid – The offer of a Bidder, on the prescribed HDOT form, to perform the work and to furnish the labor and materials at the prices quoted."

3. Add the following to 1.3 Definitions.

"HAWAII ePROCUREMENT SYSTEM (HlePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award."

2.7 REQUEST FOR SUBSTITUTION OF SPECIFIED MATERIALS AND EQUIPMENT BEFORE BIG OPENING is amended as follows:

1. The last sentence in the first paragraph (line 147 to 152) shall 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 HlePRO 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 HlePRO and supporting documents received by the Project Manager no later than fourteen (14) calendar days before the bid opening date."

2. 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."

2.8 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 HlePRO 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 HlePRO. Bidders shall 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 HlePRO.

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

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

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 HlePRO.”

Delete 2.12 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS in its entirety and replace 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 HlePRO prior to the bid opening date and time.”

2.14 PUBLIC OPENING OF BIDS is amended by deleting 2.14 PUBLIC OPENING OF BIDS in its entirety.

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.”

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
HARBORS

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

ARTICLE X - PROJECT DESCRIPTION

10.1 GENERAL

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

Generally, the scope of work includes purchasing a new portable comfort station with integrated PV-battery system, a minimum 2000W inverter generator with plug-in receptacle with enough capacity to run and charge the batteries and power the comfort station in case of extended overcast days, delivering to the site and installing according to manufacturer's specifications. Install and connect all required utilities to the new comfort station and existing underground utility system. Connect new 6" sewer line to existing sewer lateral and extend along Wharf Street as shown in the plans. Lower the existing 8" waterline to provide 12" vertical clearance from new sewer line. Repair all concrete and AC pavement that is disturbed during construction. Coordination with Young Brothers and Maui District is required. Relocate the ice maker and water ionizer items in the existing Maintenance Building and install in the new Maintenance Building, as shown in the contract plans.

Bidders are encouraged to examine the existing conditions at the project site prior to bidding to familiarize themselves with the nature and extent of work involved. Appointments may be made with the Harbors Division Project Manager, Mr. Kelsey Ogomori, phone no. (808) 587-1958. Bidders will have to be escorted by Maui District personnel.

10.2 SCOPE OF WORK

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

- (A) Mobilization and Demobilization – Includes the mobilization and transporting of the construction plant and equipment including materials and supplies for operation to the site of work, constructing temporary buildings and facilities as necessary, and assembling the equipment at the site as soon as possible after receipt of Notice to Proceed, subject to the provisions of the General Provisions.

Includes demobilizing and transporting of the construction plant and equipment including materials, supplies and temporary buildings off the site as soon as possible after construction is completed. Includes all cleanup required under this contract and as directed by the Construction Engineer (CE). Demobilization and final cleanup shall be completed prior to final acceptance.

- (B) Environmental protection – Includes all materials, labor, maintenance, reporting necessary to prepare and provide the following: detailed Site-Specific Best Management Practice plan; compliance with all applicable federal and other state

and county permit conditions; all other requirements noted in the contract plans and specifications.

- (C) New Work – Includes ALL items included in the Contract Documents to install the portable comfort station, walkway, connection of new walkway to existing walkway, stairs, and associated utilities, complete and in place. Includes all site work, trenching, backfilling, AC pavement repair, permits, testing, reporting, phasing, sequencing, coordination with Maui District operations, utility coordination and installation, site coordination and improvements, offsite disposal of dewatering materials if applicable, temporary measures and controls, demolition, removals, relocation, salvaging, reinstallation, coordination, and all incidentals as required and necessary to prepare the site and to construct the Work and all its systems complete and in place. Contractor to submit a schedule of values for review and approval.
- (D) Additional Security services may be initiated and requested by the State. Additional services may be requested of the Contractor to access the work site outside of normal operating hours or for escort services as necessary. Payment for these services will be paid according to Item No. 4 in the Proposal Schedule.
- (E) The Contractor will be responsible for Archaeological Monitoring during all ground disturbance operations. Payment for these services will be paid according to Item No. 5 in the Proposal Schedule. An example of Archaeological Monitoring Conventions and Methodology that the Contractor may be responsible for following is found in Article XXVII. An Archaeological Monitoring Plan (AMP) that is applicable specifically to this project will be provided at a later date in the form of an addendum. This AMP may have Monitoring Conventions and Methodology procedures that are different from the example that is provided in the Appendix.

10.3 DIRECTOR

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

10.4 HARBORS DIVISION CONSTRUCTION ENGINEER (CE)

The terms "Harbors Division Construction Engineer," "Harbors Construction Engineer," "Construction Engineer" or "Engineer," as used in these Specifications shall mean the Construction Engineer for Harbors, State Department of Transportation, or his authorized representative. The name and contact information for the Construction Engineer will be provided just prior to, or at, the Pre-construction meeting.

10.5 (Not Used)

10.6 CONTRACTOR'S RESPONSIBILITY

- (A) General: The Contractor shall make direct application to the proper utility companies for water, electric power, and telephone service for its use during construction of this project, and shall pay for all connections, service charges, and

all costs for construction and ultimate removal of all temporary service line extensions into the site.

The Contractor shall comply with all applicable Federal, State and County laws, including Hawaii Public Health regulations, and all local laws and regulations concerning pollution control and abatement. No burning of debris and/or waste materials shall be permitted on the project site. The Contractor shall be responsible for all dust control. Dust shall be kept within acceptable levels at all times. Noise shall be kept within acceptable levels at all times in accordance with the State of Hawaii Department of Health requirements.

The Contractor shall be responsible for any and all damages to harbor and adjacent facilities caused by the Contractor's operations as well as those of the its sub-contractors, suppliers, and any other parties associated with its work. The Contractor shall, at their own expense, make prompt restitution for damages to items caused by their operations or negligence. The Contractor shall hold the State and its Consultants harmless for all claims from such loss or injury.

The Contractor shall provide, erect, and maintain warning signs, lights, barricades, fences, and/or other means as necessary to prevent unauthorized persons and the general public from wandering onto the construction area where they may suffer injury or create a hazard to the construction operations or the work. The Contractor shall take all necessary precautions for safety in his operations and to prevent injury to his employees and to others having lawful access to the construction area. This work shall be done at no cost to the State and shall be considered incidental to the various item of work.

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

The Contractor shall verify conditions in the field prior to ordering any materials. The existing conditions are based on the best available information. The Contractor shall make no claim for extra compensation should actual existing conditions differ from those shown on the plans and specifications.

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

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

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

employees, subcontractors and agents also comply, with all applicable Federal, State and local occupational health and safety laws and regulations.

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

- (1) Precautions at the Jobsite: The Contractor shall take all necessary precautions to protect the workers, invitees and the public, and shall provide, where reasonable and necessary, barriers, guards, temporary bridges, respiratory equipment and lights. The Contractor shall require all personnel to wear hard hats, safety boots, and appropriate clothing while in any work area. In addition, personnel shall utilize safety harnesses, lines, and other restraint devices as required when working at either excessive heights or depths as defined by OSHA regulations. The Contractor must provide bullrails, or portable concrete barriers (jersey barrier or k-rail) per DOT Highway Standard Plan T-42 or equal accepted by the Harbors Construction Engineer, along unprotected waterside edges of aprons and bulkheads, except where vehicles are prohibited.

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

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

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

- (3) Mechanical Safety: Dangerous parts of equipment shall be indicated by safety colors or warning signs. Extreme care shall be exercised in operating mobile or moving equipment.
- (4) First Aid: The Contractor shall ensure that all employees are aware of the locations and use of first aid equipment. Local emergency telephone numbers for ambulance, fire department and law enforcement agencies shall be posted in prominent places. The Contractor shall provide all necessary first aid equipment, including a first aid kit in its vehicles.
- (5) Firearms and Alcohol: Absolutely under no circumstances shall un-prescribed, controlled substances, alcohol or firearms of any type be

present or carried in vehicles by Contractor's personnel. Any of these items found in the possession of any person shall be grounds for immediate removal from the jobsite and/or dismissal of that person from the job.

- (6) Accidents: In the event that an accident or injury occurs at the jobsite, the Contractor shall immediately notify the State of the occurrence. A complete accident report, including photographs of the accident site, shall be provided to the State within two (2) weeks of the occurrence.
- (7) Jobsite Invitees: The Contractor shall be responsible for the safety of the personnel of any of its Subcontractors, vendors, suppliers, agents or other invitees who enter the job site area and the Contractor shall require said invitees to comply with the requirements of this Section. The Contractor shall notify the State of invitees in advance.

10.7 STANDARD SPECIFICATIONS AND APPROVED EQUAL

The term "Standard Specifications," as used in these Technical Provisions of these Specifications, shall mean the "Hawaii Standard Specifications for Road and Bridge Construction, Department of Transportation Highways Division, Honolulu, Hawaii, 2005," and all subsequent amendments. The National Electrical Code (NEC) is referenced in the comfort station supplier specifications. 2018 IBC is referenced in the plans and specifications. ASCE-7 is referenced in 2018 IBC.

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

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

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

10.8 PERMITS

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

- (A) Work Permit: The Contractor shall obtain all permits for all operations on piers, wharves, and aboard vessels including welding and burning. The Contractor shall obtain the permits required for this work directly from the District manager. The Contractor shall apply and obtain the Ashore and Vessel Hot Work Permit from Harbors Maui District.

- (B) Noise Permit: That Contractor shall apply for, and obtain, a Community Noise Permit and/or Variance, for any work that the contract requires, or the contractor proposes, to perform outside of normal working hours; whichever is required by the State of Hawaii Department of Health for such work and is responsible for providing any submittals and materials, and to undertake all efforts and tasks, required by the Department of Health for Permit and/or Variance approval.
- (C) The Contractor also shall consult applicable City, State, and other governmental agencies for required permits, charges and fees. The Contractor shall apply for, and obtain, any permits necessary for it to perform all work required under the contract and is responsible for preparing and furnishing any information needed to complete any permit applications, as well as for paying any permit filing fees and charges, imposed by the permitting agencies as conditions for approval.

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

The Contractor must comply with all conditions and requirements imposed by all clearances and permits listed above, or obtained for and in association with the project, and the Plans and Specifications.

10.9 SHOP DRAWINGS

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

The Contractor shall prepare, thoroughly check, and submit to the CE for review and approval, shop drawings detailing the permanent and temporary work. The Contractor shall submit shop drawings for review prior to mobilizing to the site.

The Contractor shall not make changes to the accepted shop drawings without the written approval of the CE. The State will return the shop drawings within a reasonable amount of time, a minimum of two (2) weeks, depending on the complexity of the review. An extended review period shall not be used as a basis for a claim for extra compensation or contract time extensions.

10.10 MODIFICATIONS TO PLANS AND SPECIFICATIONS

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

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

10.11 (Not Used)

10.12 LAYOUT OF WORK

The Contractor shall layout his work from reference points and benchmarks indicated on the plans and shall be responsible for all measurements in connection therewith. The Contractor shall furnish all equipment and materials required to establish and maintain all lines and grades as called for in the plans or as required in the process of construction. The Contractor shall be responsible for the proper and accurate layout of the work and for the preservation of stakes and other marks. All survey work shall be performed by a Surveyor licensed in the State of Hawaii for a minimum of 20 years.

10.13 TESTING

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

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

10.14 HARBOR OPERATIONS

All work shall be coordinated with Young Brothers, and the Harbors Construction Engineer.

The sewer line extension work along Wharf Street will occur on Maui County property. The contractor shall coordinate all work with the county and State's Construction Engineer before work begins.

Any work requiring lane closure on Wharf Street shall be performed at night between the hours of 6:00 P.M. to 5:00 A.M. to mitigate gate congestion and impact to Harbor operations. All open trenches shall be covered with Highway rated steel plates. A community noise variance permit is required for night work. The contractor shall apply for and obtain a Community Noise Variance Permit from the State of Hawaii, Department of Health, Indoor and Radiological Health Branch, Noise Section, prior to the start of construction.

The contractor shall provide access for vehicles entering and leaving harbors property onto Wharf Street at all times during construction.

Before work is started, the Contractor shall submit a work schedule to the Director for acceptance.

Bidders can obtain information on scheduled shipping activities from the Harbors Maui District Manager. Shipping activities will take precedence over the Contractor's activities.

The exact scheduling of the work and restrictions on the Contractor's activities will be established at the pre-construction meeting.

The Contractor shall be aware of all harbor activity occurring at each pier and shall suspend work in order to accommodate all harbor operations. Refer to Hawaii.portcall.com.

The Contractor shall ensure that their bid price includes the cost to cover all delays in their work, demobilization costs, and remobilization costs, due to vessel schedules.

Arrangements for work and storage areas within the harbor area shall be made with the Construction Engineer and District Manager. The Contractor shall be responsible for maintaining the work and storage areas and, if necessary, shall restore these areas to their original condition at his expense and to the satisfaction of DOT Harbors in the event any damage results from his operations. The Contractor shall conduct the work in a manner that will not interrupt or otherwise interfere with full operations of the adjoining existing facilities. The Contractor shall at his own expense, make prompt restitution for damages to these facilities, and payment for loss or injury suffered by users thereof, caused by the Contractors operations or negligence, holding the State harmless therefrom.

The Contractor shall give Young Brothers, the Harbors District Manager and the Construction Engineer at least 2 weeks prior notice at each location, whenever its work will render a portion of the pier unusable.

10.15 WATERWAYS

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

10.16 AS-BUILT DRAWINGS

(A) Description:

1. As-built drawings shall refer to those documents maintained and annotated by the Contractor during construction and shall be defined as (1) a neatly and legibly marked set of contract drawings showing the final location of piping, structures, equipment, electrical conduits, outlet boxes and cables; (2) additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; additional documents placed on reproducible vellum (post-contract drawings); and (3) Contractor layout and installation drawings
2. As-built drawings shall be full-sized and maintained in a clean, dry, and legible condition. As-built drawings shall not be used for construction purposes and shall be available for review by the Construction Engineer during normal working hours at the Contractor's field office

(B) General:

1. The Contractor shall keep a record of all field changes that occur during the project on two (2) full-sized sets of the contract plans to be kept at the job site. No partial payments will be allowed unless these changes are reflected on both sets of plans, and the plans must be current and kept up to date.
2. The Contractor shall be responsible for furnishing its own 100 percent (full) size as-built drawings set based on the latest Contract Documents. The Contractor shall incorporate any post contract drawings issued under Field Orders, responses to Requests for Information, or as part of Contract Change Orders, into both copies of the as-built plans.
3. Marking of the as-built drawings shall be kept current and annotations, to the as-built drawings, shall be done at the time the material and equipment are installed. These annotations shall be made with an erasable colored pencil conforming to the following color code:
 - a. Additions and deletions shall be marked in red
 - b. Comments, as well as dimensions, shall be marked in blue
4. All deviations from the contract drawings as a result of any and all Addenda, Field Orders, Requests for Information (RFI's) and approved Contract Change Orders shall be annotated on all affected drawings.
5. Annotations to the as-built drawings shall reference the specific Addendum number, Field Order number, Request for Information number, or the Contract Change Order number. Annotations without these reference numbers will not be considered complete

(C) Submittals:

At the completion of the work, the Contractor shall transmit both copies of the as-built drawings to the Harbors Construction Engineer as a Submittal. Alternatively, the Contractor may digitally markup the as-built plans and submit a pdf file. The Contractor shall stamp both sets of drawings with the words "As-Built Drawings" and said stamp shall include a statement signed by the Contractor certifying that the drawings accurately and completely reflect the work as constructed. The stamp format and wording shall be submitted to the Construction Engineer for prior acceptance. Final payment, as well as full payment for Demobilization, will not be released until both copies of the As-Built Drawings, or the pdf file, have been received and accepted by the Construction Engineer.

10.17 BEST MANAGEMENT PRACTICES

- (A) The Contractor must follow standard best management practices (BMPs) for air pollution, water pollution, noise and solid waste control, as required by Federal, State and County regulations, to protect the environment from the effects of construction activity, including prohibiting any construction debris or other deleterious materials to fall, flow or otherwise enter the water.

- (B) The Contractor shall submit a site-specific best management practices (BMP) plan to the Construction Engineer before work begins. The plan shall satisfy the (applicable) requirements of ARTICLE XIII - TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL, and shall conform to the formats as shown in the sample templates therein. The plan shall describe and detail all methods and procedures to be used to prevent air and water pollution, including preventing any materials, waste and debris from entering any adjacent storm drain system and harbor waters to the satisfaction of DOT Harbors and the State of Hawaii Department of Health (DOH). The Contractor shall revise the BMP plan, at no additional cost to the State, should it be determined by the Construction Engineer and DOH that the plan is insufficient to prevent pollution.
- (C) The Contractor shall comply with the Clean Water Act and the State Harbors Division Stormwater Management Program. No pollutant is allowed to be discharged directly or indirectly through the Harbors small MS4 or other potential pathway into harbors waters.
- (D) In case of release of hazardous substance, oil, or encounter of contaminated soil, the Contractor shall notify appropriate facility personnel, emergency response agencies, and regulatory agencies following notification procedures, and shall notify Harbors Construction Engineer immediately (I.E. within 24 hours). Contact information must be in locations that are readily accessible and available.
- (E) The Contractor shall reimburse the State of Hawaii within 30-day for the full amount of all outstanding costs incurred by the State of Hawaii and Federal government agencies for all citations or fines received as a result of the Contractor's non-compliance with regulations.

10.18 CONSTRUCTION ACCESS

- (A) General: The Contractor shall show all access routes to and from the construction site, including specific travel routes within the project area. The access routes shall be accepted by the Construction Engineer prior to the start of construction.

Refer to Para. 10.14 Harbor Operations, for requirements regarding lane closure.

The contractor shall provide access for vehicles entering and leaving harbors property onto Wharf Street at all times during construction.

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

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

The State does not warrant or guarantee that areas, beyond or outside of the project limits, except as indicated below, and of such size and location that meets

the requirements desired by the Contractor for work or storage, will be available to the Contractor within or for the duration of the project. The Contractor is solely responsible for assessing its requirements for work and storage area(s) and for securing such work or storage areas, outside of or beyond the project limits, if it deems that such areas are necessary for it to perform the contract work. The Contractor shall conduct the work in a manner that will not interrupt or otherwise interfere with full operations of the adjoining existing facilities. The Contractor shall at his own expense, make prompt restitution for damages to these facilities, and payment for loss or injury suffered by users thereof, caused by the Contractor's operations or negligence, holding the State harmless therefrom.

The Contractor shall coordinate access with the Harbors District Manager. If the Contractor is required to use an alternative access, the State shall not incur any additional cost on the designated access. The Contractor shall comply with all of Harbors security and safety requirements. For additional information, see Section 10.21.

All Contractor personnel who are intending to work on site will be required to have an active Transportation Worker Identification Credential (TWIC) card.

10.19 WORKING HOURS

The Contractor shall coordinate his work so as not to minimize interferences with harbor operations. All work shall be coordinated and scheduled with the Harbors Construction Engineer. Refer to Para. 10.14 Harbor Operations, for requirements regarding lane closure.

10.20 CONSTRUCTION SCHEDULES

The Contractor shall submit within ten (10) calendar days after award of contract, the following schedules:

(A) Detailed Construction Schedule:

i) The detailed construction schedule shall be based on a detailed critical path analysis of construction activities and sequence of operations noted for the orderly performance and completion of any separable parts of any work and all work in accordance with the Contract. The schedule shall be Critical Path Method (CPM) in the form of an arrow diagram and activity listing. The network diagram shall show in detail and in orderly sequence all activities on a time scale, their descriptions, durations and dependencies, necessary and required to complete all work and any separable parts thereof. The schedule shall show in detail the following information for each activity:

1. Identification by code numbers and description;
2. Duration;
3. Craft and Equipment;
4. Earliest start and finish dates;
5. Latest start and finish dates;
6. Total and free float time; and
7. Highlighted Critical Path

- ii) The schedule shall be complete in all respects, covering in addition to activities at the site of work, off-site activities such as design, fabrication, and procurement of equipment; the scheduled delivery dates of such equipment; submittal and acceptance of shop drawings and samples; ordering and delivery of materials; inspections; and testing. The schedule shall also include a manpower forecast by crafts. The detailed construction schedule shall be supplemented by a three-week schedule prepared by the Contractor and submitted to the CE on a weekly basis. The Contractor shall promptly inform the CE with a revised schedule and cash flow diagram within ten (10) calendar days after acceptance of such change.

The schedule shall be kept up to date, taking into account the actual progress of work and shall be updated if necessary, every thirty (30) calendar days. The updated schedule shall, as determined by the CE, be sufficient to meet the requirements for the completion of the separable parts of work and the entire projects as set forth in the contract.

- iii) If at any time during the progress of the Work, the Contractor's actual progress appears to the CE to be inadequate to meet the requirements of the contract, the CE will notify the Contractor of such imminent or actual noncompliance of the contract. The Contractor shall thereupon take such steps as may be necessary to improve his progress and the CE may require an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction plants all without additional costs to the State. Neither such notice by the CE nor the CE's failure to issue such notice shall relieve the Contractor from his obligation to achieve the quality of work and rate of progress required by the contract. Failure of the Contractor to comply with instructions of the CE under these provisions may be grounds for determination by the State that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the State may employ labor and equipment and charge the Contractor for the cost thereof, including depreciation for plant and equipment or may terminate the Contractor's right to proceed with the performance of the contract, or any separable part thereof, in accordance with the applicable provisions of the contract.

- iv) The Contractor shall submit to the CE one (1) electronic file (pdf) of the detailed construction schedule and of each revised schedule submitted thereafter.

(B) Schedule of Cost Loading and Cash Flow Projection:

- i) The Schedule shall show the following:
 - a. The amount(s) billed for each of the previous months, the amount(s) being billed in the current month, and the anticipated amount(s) to be billed for each item during each of the remaining months for the duration of the project, for each of the individual bid items as well as the total amount of work.

- b. Running total amount of work completed for each of the previous months, the running total amount of work completed as of the current month, and running total amounts expected to be accomplished at each of the remaining months of the project.
 - c. Retainage amount withheld for each of the previous months, for the current amount, and amount anticipated to be withheld for each of the remaining months of the project.
 - d. The net payment requests, accounting for amounts paid to date, retainage and monies withheld if any, for the previous months, the current month, and expected net payment requests for each of the remaining months of the project.
- ii) The Schedule shall be shown in tabular format and in graphic format.
 - iii) There must be a strict correlation between the Detailed Construction Schedule and the Schedule of Cost Loading and Cash Flow Projection. The timeline(s) when individual bid items are being shown as billed against, and billed for the full amount, on the Schedule of Cost Loading and Cash Flow Projection must match the dates when activities associated with these bid items are shown to occur, and be completed, on the Detailed Construction Schedule.
 - iv) The CE may, at its sole discretion, request the Contractor to explain in detail the procedure used to develop the Schedule. The procedure is subject to the review and acceptance of the CE. Receipt and acceptance of the Schedule and Summary methodology is a condition precedent to the making of any payments under the Contract. Therefore, failure to submit an acceptable methodology for the Schedule, as well as a Schedule based on a methodology accepted by the CE, shall be cause for withholding any progress payments due under this Contract.
 - v) The Contractor must submit an updated Schedule of Cost Loading and Cash Flow, with each payment request, as a prerequisite for payment on any monthly invoice.
 - vi) When an activity is deemed substantially complete by the CE, then such activity will no longer be treated as an activity affecting the critical path or successor activities on the Project. The cost of correction of any punch-list items associated with substantially completed activities will be covered by withheld retention or other amounts deemed by the CE to be adequate to cover such costs.

(C) Schedule of Values

- i) Format and Content: Use the Project Specifications table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line for each Specification Section. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of Applications for

Payment and progress reports. Break principle work of subcontractor amounts down into several smaller identifiable items of work.

- ii) Identification: Use the following Project identification on the schedule of values:
 - 1. Project name and location
 - 2. Project number
 - 3. Contractor's name and address
 - 4. Contract No.
 - 5. Date of submittal

- iii) Arrange the Schedule of Values in tabular form with separate columns to indicate the following items listed:
 - 1. Related Specification Section or Division
 - 2. Description of work
 - 3. Dollar value and percent complete

- iv) Correlate line items in the Schedule of Values with other required administrative schedules and forms including;
 - 1. Construction Schedule
 - 2. Application for Payment forms including continuation sheets
 - 3. List of Subcontractors
 - 4. List of principle suppliers and fabricators
 - 5. Schedule of submittals

- v) Round amount to nearest whole dollar; the total shall equal the contract sum.

- vi) Provide a separate line item in the Schedule of Values for each part of the work where Applications for Payment may include materials or equipment, purchased, fabricated or stored, but not yet installed.

- vii) Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment or when Change Orders or Construction Change Directives result in a change in the Contract Sum.

10.21 HARBOR SECURITY

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

- (A) Authorized personnel's first name, middle initial(s), and last name by company name.

- (B) Vehicle(s) license plate number(s) by company name.

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

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

- (D) The State will designate at least one access control point to the project site. Contractor may use the State designated access point during the normal working hours defined in the General Provisions. If the Contractor desires to use an alternate or additional access point(s), or utilize the State designated access point beyond the above indicated normal working hours, a request shall be submitted to the Harbors Construction Engineer at least seven (7) days prior to such action. The request shall identify the location of the alternate access point(s) and/or extended hours of work. Harbors acceptance of the request must be obtained prior to executing the request.
- (E) The Contractor will be responsible for all coordinating, hiring and costs associated with providing any and all security guards to secure the site (to the satisfaction of the State) while the project is on-going (see Item C, above). The State shall bear no additional costs for security. Upon every entry, each employee must present and possess a valid photo identification (ID) card. If additional guards are required at an existing State controlled access point due to contractor activity, then the State will contact and coordinate the hiring of an additional guard(s). In this case, the Contractor shall be responsible for all costs with providing additional guards. All situations are upon acceptance of Harbors and solely at contractor's cost.
- (F) In the event DOT Harbors receives any USCG Notice of Violation (NOV) and/or civil penalties as a result of negligence on the part of the Contractor, its sub-contractors, their representatives, suppliers and manufacturers, the Contractor shall assume full responsibility for said NOVs and/or penalties.
- (G) Contractor's vehicles must be identified with a company logo and will be subject to search. Any employee's personal belongings will also be subject to search.
- (H) If the Contractor wishes to remove any fencing or open any locked gates, they shall coordinate with and request acceptance from the Harbors Construction Engineer and District Manager. If acceptance is granted, the Contractor shall then be responsible for securing open fencing or gate(s) immediately after entering, or posting security guard(s) (see Item C, above) to monitor ingress and egress. The State shall bear no additional costs for additional labor, materials and/or security guards required for such actions.
- (I) (Not Used)
- (J) By the end of each day, the Contractor shall re-erect and/or restore any and all fencing/barrier/perimeter security measures to the satisfaction of the Construction

Engineer and/or the District Manager. Electricity and lighting shall also be restored and in satisfactory working order, to no less than pre-construction conditions, by the end of each day, to the satisfaction of the Construction Engineer and/or District Manager.

- (K) Under no circumstances shall perimeter security be compromised. If determined by the State, and solely by the State, that the contractor has left the project site in a condition that compromises security of the harbor, the State reserves the right to make the necessary arrangements to provide and/or enhance perimeter security, including restoration of electrical power and lighting, all at the sole expense of the contractor.
- (L) At times, the maritime security level for the State of Hawaii and/or the general color-coded security level for State of Hawaii may be temporarily elevated. In these events, the contractor may be prohibited to access the project site and may be required to stop work as directed by either the Harbors' Construction Engineer or District Manager. The Harbors Division will consider impacts to the work and schedule as a result of prolonged work stoppages longer than 1 week (7 calendar days) in accordance with Articles 8.5 and/or 8.10 of the General Provisions.
- (M) Under the federal Maritime Transportation Security Act (MTSA) and the federal Security and Accountability for Every (SAFE) Port Act all individuals desiring unescorted access to a regulated harbor facility must possess a Transportation Worker Identification Credential (TWIC), proof of MARSEC Awareness training, a valid government issued picture ID card, a valid reason for entry, and a valid driver's license for the drivers of any of their vehicles. The State reserves the right to issue a ninety (90) day suspension of authorized access and entry into the project site to Contractor's and subcontractor's employees, their representatives, suppliers, manufacturers, and authorized personnel needing access to a TWIC controlled site if they have violated or compromised site security. The above mentioned staff are responsible and will be held accountable for any Notice of Violations, fines, and any civil penalties imposed by the United State Coast Guard (USCG) MTSA inspectors if found at fault. The State shall not be responsible for any additional costs or loss of construction time as a result of the suspension(s). The Transportation Worker Identification Credential application can be found on the internet at the following website: <http://www.tsa.gov/for-industry/twic>. The process for obtaining a TWIC can take an extended period of time. The Contractor will not be granted an extension in contract time if the construction work is delayed by the TWIC process.
- (N) Maritime Security Awareness training is mandatory for all personnel entering the Harbor facility. The Contractor shall ensure all of its employees, representatives, subcontractors, vendors, and all alike, requiring access to the harbor area for this project, have been trained before entering the Harbor's property. Prior to starting work on this project, the Contractor shall provide a list of names of all employees, representatives, subcontractors, vendors, and alike, together with a letter attesting that all personnel have received this training to the Harbors District Manager and Construction Engineer. All employees, representatives, subcontractors, vendors, and alike, shall wear their respective company's identification card bearing the company's name, the individual's first and last name, and middle initial (s), and

recent photograph of the individual on the front of the identification card at all times while on Harbor's property.

With the possible exception of paragraph (L) above, all other requirements indicated shall be considered incidental to the project, for the life of the project, and shall be provided by the contractor at no additional cost to the State. Paragraph L includes only the security services initiated and requested by the State. It is not intended for security services required by the bidder for their work.

10.22 (Not Used)

10.23 (Not Used)

10.24 MEASUREMENT AND PAYMENT

All items shown on the plans and included in the specifications, along with all incidentals or items not indicated in a specific Measurement and Payment section, shall be included in the Lump Sum Bid Items for Item No. 3 in the Proposal Schedule. Bidders shall review the Measurement and Payment sections in each Article to confirm payment procedures.

<u>ITEM NO.</u>	<u>PAY ITEM</u>	<u>PAY UNIT</u>
3	Procure, deliver to site, install portable comfort station, including all required utilities, sewerline extension and equipment relocation, in place complete.	L.S.

END OF ARTICLE

ARTICLE XI – REQUIRED SUBMITTALS

11.1 GENERAL

This Article describes the Contractor submittals that are required for this project. In general, they include but are not necessarily limited to shop drawings, product and material data sheets, safety data sheets, work plans and schedules, etc., as specified and required by the plans and specifications. As soon as possible after award of the contract, the Contractor shall submit for approval, all required submittals to the Construction Engineer at 79 S. Nimitz Highway, Honolulu, Hawaii 96813. After the State's acceptance of the submittals, the Contractor shall promptly and timely order the materials for the project so as to not delay the construction schedule and progression of work. All submittals shall be submitted for review prior to mobilizing to the site.

11.2 REQUIRED SUBMITTALS

The Contractor shall submit for review and approval one PDF file of each required submittal listed below. The Contractor shall consider this list to be the minimum required and shall be responsible for all submittals required by this contract as may be specified elsewhere on the plans and/or specifications.

Article X – Project Description

- (A) Site Specific Best Management Practices Plan
- (B) Inventory List
- (C) Schedule of Values
- (D) Test Results
- (D) Shop Drawings
- (E) Permits
- (F) Construction Schedule and Schedule of Cost Loading/Cash Flow Projection
- (G) Construction Access Routes
- (H) Health and Safety Plan
- (I) Harbors Security Documentation
- (J) As Built Drawings

See also, submittal requirements as described in the following Articles:

Article XIII – Temporary Water Pollution, Dust, and Erosion Control

Article XIV – Demolition, Removal and Relocation

Article XV – Environmental Protection

Article XVI – Utility Excavation and Backfill

Article XVII – Earthwork and Subgrade Preparation

Article XVIII – Water System

Article XIX – Asphalt Concrete Pavement

Article XX – Hot Mix Asphalt Base Course

Article XXI – Aggregate Base Course

Article XXII – Tack Coat

Article XXIII – Pavement Markings

Article XXIV – Sewer System

Article XXV – Cast-In-Place Concrete

Article XXVI – Portable Comfort Station

Additional submittal requirements may be discussed in other Articles or Specification Sections not listed above.

11.3 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for Required Submittals shall not apply. The Contractor shall consider all work associated with this Article to be incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XII - MOBILIZATION AND DEMOBILIZATION

12.1 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 Construction Engineer (CE). Demobilization and final cleanup shall be completed prior to final acceptance.

12.2 MATERIALS (Not Applicable)

12.3 EXECUTION (Not Applicable)

12.4 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

The Contractor shall be paid for Mobilization per Bid Item 1 in the Proposal Schedule

<u>ITEM NO.</u>	<u>PAY ITEM</u>	<u>PAY UNIT</u>
1	Mobilization (not to exceed 6% of the sum of all items excluding the bid price of this item)	L.S.

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.

END OF ARTICLE

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

(For Project NOT Subject to NPDES NOI-C Permit)

13.1 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, Kalaehoa Barbers Point, and Kahului Harbors are subject to State of Hawaii, Department of Transportation (HDOT) Harbors Division, 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.

The Contractor shall utilize the following templates:

Harbor's Storm Water Management: [Storm Water Management | Harbors](#)

Harbors SSBMP Plan: [Harbors-SSBMP-Plan Template 2025.pdf](#)

Harbors BMP Inspection Checklist: [Construction Site BMP Inspection Checklist Revised20240206.xlsx](#)

See Para. 13.4 (A) ii for a Site-Specific BMP Plan template.

- (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.

13.2 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 Division, 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.

13.3 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.

13.4 CONSTRUCTION

- (A) Preconstruction Requirements
 - i) Temporary Water 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 water pollution, dust, and erosion control.
 - ii) 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**.
 1. Written site-specific BMP Plan shall include the following as applicable:
 - a) Identification of potential pollutants and their sources and other factors that may cause water pollution, dust, and erosion.
 - b) 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.
 - c) Construction schedule.
 - d) 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.
 - e) 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.

- f) Description of maintenance and subsequent removal of BMP(s).
- g) 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 Division property upon the completion of the project.
- h) Method(s) of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydro-demolition water.
- i) 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.
- j) Spill kit contents and location.
- k) Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
- l) 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.
- m) Method(s) of concrete washout/waste control.
- n) Method(s) of managing material stockpiles to minimize erosion and dust.
- o) Good housekeeping practices.
 - I) Minimize tracking of sediment offsite from project entrances and exits.
 - II) 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.

- III) 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 Division-owned waste receptacles.
- p) Provide plan(s)/drawing(s) showing location of followings when applicable:
 - I) Boundaries of the property and the locations where construction activities will occur, including:
 1. Locations where earth-disturbing activities will occur (noting any sequencing of construction activities);
 2. Approximate slopes and drainage patterns with flow arrows before and after the construction;
 3. Locations where sediment, soil, or other construction materials will be stockpiled;
 4. Locations of any contaminated soil or contaminated soil stockpiles;
 5. Locations of any crossings of state waters;
 6. Designated points on the site where vehicle will exit onto paved roads;
 7. Locations of structures and other impervious surfaces upon completion of construction; and
 8. Locations of construction support activity areas.
 - II) Locations of all state waters, including wetlands and indicate which water bodies are listed as impaired.
 - III) The boundary lines of any natural buffers.
 - IV) 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.

- V) 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).
 - VI) Locations of all potential pollutant-generating activities.
 - VII) Locations of stormwater control measures; and
 - VIII) Locations where chemicals will be used and stored.
 - q) 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.
 - r) The Contractor shall date and sign the site-specific BMP Plan.
2. 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. Modify contract documents to conform to revisions. Include actual date of installation and removal of BMP. Obtain written acceptance by 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 City & County of Honolulu (CCH) 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, Kalaehoa Barber’s 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:

- i) No work shall be allowed to begin until submittals detailed in Article 13.4 A. ii. – 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 adjacent and in the area of the project site. The Contractor shall design, operate, implement,

and maintain the Plan to ensure that stormwater discharges associated with construction activities will not cause or contribute to a violation of applicable state water quality standards.

- ii) All projects at Honolulu, Kalaheo Barbers Point, and Kahului Harbors, are subject to the State of Hawaii, Department of Transportation, Harbors Division, Stormwater Management Plan (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.
- iii) Address all comments received from the Construction Engineer.
- iv) Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.
- v) Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.
- vi) BMP shall be in place and operational until the construction is completed and accepted by Harbors.
- vii) 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.
- viii) Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Construction Engineer.
- ix) 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.
- x) Cleanup and remove any pollutant that can be attributed to the Contractor.
- xi) 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.
- xii) Properly maintain BMP.

xiii) 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.

xiv) The Contractor's designated representative specified in Article 16.4 A.ii.1.d 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 Division 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 the 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.

13.5 MEASUREMENT AND PAYMENT

Work under this Article will not be measured for payment but will be paid for at the Contract Lump Sum Price and shall be included in the Lump Sum Bid Items for Item No. 2 in the Proposal Schedule.

<u>ITEM NO.</u>	<u>PAY ITEM</u>	<u>PAY UNIT</u>
2	Temporary Water Pollution, Dust, and Erosion Control Work, as described in Article XIII	LS

No progress payment will be authorized until the Construction Engineer accepts in writing the site-specific BMP Plan or when the Contractor fails to maintain the project site in accordance with the accepted BMP Plan.

The Contractor shall reimburse the State of Hawaii within 30 days for the full amount of all outstanding costs incurred by the State of Hawaii for all citations or fines received as a result of the Contractor's non-compliance with regulations.

END OF ARTICLE

ARTICLE XIV – DEMOLITION, REMOVAL AND RELOCATION

14.1 DESCRIPTION

The work includes the following items:

1. Demolition and/or removal of existing obstructions within the project site as delineated on the drawings.
2. Backfilling resulting trenching, holes and pits.
3. Removal of organic material, junk, rubbish, and other objectionable material from the project site.
4. Disposal of designated material within the spoil area.
5. Salvaging items for reuse by Owner or to be used in other phases of the proposed project.

14.2 SUBMITTALS

Inventory List: Submit a list of items to be removed and/or salvaged and deliver to the Construction Engineer (CE) prior to start of demolition.

14.3 QUALITY ASSURANCE

1. Regulatory Requirements: Comply with governing EPA/HDOH notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
2. Pre-demolition Conference. The following items shall be discussed:
 - a. Review items to be salvaged and returned to Harbors District Office.

14.4 CONSTRUCTION REQUIREMENTS

1. Trenches, holes, depressions and pits left by the removal of such improvements shall be backfilled in accordance with these specifications.
2. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 1 Section "Temporary Facilities and Controls."
3. Protect adjacent buildings and facilities from damage due to demolition activities.

4. Protect existing site improvements, appurtenances, and landscaping to remain.
5. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
6. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
7. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
8. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
9. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
10. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.
11. The Contractor shall contact the Hawaii One Call Center prior to any ground disturbing activities at 1-866-423-7282 or <http://callbeforeyoudig.org>. Regardless of what is shown or not shown on the As-Built Plans and/or Utility Company records, the Contractor shall be responsible for conducting his own investigation including, but not limited to, toning for underground utilities as necessary, probing and potholing for all utility locations to ensure existing underground utilities are not damaged. The Contractor shall also coordinate with Harbors Maui District Office to review the GIS utility plans, if available.
12. The Contractor shall ensure that all Best Management Practices (BMP) are in-place prior to the start of construction.

14.5 DISPOSAL OF REMOVED MATERIAL

Material approved by the Director shall be deposited within the spoil area as determined by the Director. Placement of materials shall conform to Article XVII – EARTHWORK AND SUBGRADE PREPARATION.

All other material resulting from demolition and removal shall become the property of the Contractor and shall be removed from the project site and disposed of at County approved locations.

14.6 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for demolition, removal and relocation of the various items described in the Article shall not be measured.

The Contractor shall consider all work associated with this Article shall be paid for under Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XV – ENVIRONMENTAL PROTECTION

15.1 DESCRIPTION

- (A) This work shall include the following:
- (1) Obtain the necessary permits to satisfactorily complete this project as required by the EPA, State of Hawaii and County of Maui.
 - (2) Provide all testing and monitoring work required by the permits during construction and this Article.
 - (3) Provide all necessary safeguards to the environment as required under this Article and by the permits.
- (B) For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, affect endangered or threatened species and their habitat, or degrade the utilization of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water and land, and involves noise and solid waste-management as well as other pollutants. With the exception of those measures set forth elsewhere in these specifications, environmental protection shall consist of the prevention of environmental pollution as the result of operations conducted under this contract.
- (C) The Contractor shall submit their contact information directly to the State of Hawaii Department of Health (DOH), with a copy to HDOT-Harbors Division, Maui District Office, Hawaii.

If there is a conflict between the applicable rules and regulations, these Specifications, and the Plans, the more stringent shall apply.

15.2 GENERAL REQUIREMENTS

- (A) Applicable Regulations: In order to provide for abatement and control of environmental pollution arising from the activities of the Contractor and subcontractors in the performance of this contract, the work performed shall comply with the intent of the applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement, the applicable rules and regulations as detailed in these Specifications, and the following:
- (1) State of Hawaii, Department of Health, Administrative Rules, Chapter 54, Water Quality Standards; Chapter 55, Water Pollution Control; Chapter 59, Ambient Air Quality; and Chapter 60, Air Pollution Control Law.

- (2) State of Hawaii, Department of Health, Administrative rules, Chapter 44A, Vehicular Noise Control.
 - (3) United States, Department of Labor (DOL), Occupational Safety and Health Administration (OSHA).
 - (4) Rules Relating to Water Quality, August 2017, City and County of Honolulu.
- (B) The Contractor shall comply with all applicable Federal, State and local laws relating to the NGPC for Discharges of Storm Water Associated with Construction Activity, including but not limited to the following:
- (1) Contractor shall provide its legal name, address, contact person, telephone and fax number to the Construction Engineer to be submitted to the State of Hawaii, Department of Health (DOH).
 - (2) 60 calendar days prior to start of construction, Contractor shall submit to DOT Harbors Division site-specific BMPs. Copies shall also be submitted according to Article XI - REQUIRED SUBMITTALS.
- (C) Certifications and Permits: The Contractor will be required to submit the State of Hawaii DOH, Notification of Demolition and Renovation work. This notification must be filed at least ten (10) working days with the State of Hawaii DOH, and with the EPA, Region IX, before the start of demolition. The Contractor shall be responsible for completing and submitting this notification in accordance with project schedules.
- (D) Test Data: The Contractor shall provide all testing and monitoring required.

15.3 CONTRACTOR USE OF PREMISES

- (A) On September 26, 2022, soil sampling was conducted by The Benzing Group, LLC at three locations in the Kahului Harbor property where the new maintenance building and equipment parking garage will be constructed. The samples were analyzed for TPH Diesel, oil and gas, volatiles, PAHs and Total Metals (8 metals). Arsenic, barium, chromium, and lead are well below the DOH Tier 1 environmental action level (EAL) for soil within 150 meters of surface water. Total cadmium, selenium, silver and mercury were reported at concentrations below the laboratory limits of detection. TPH diesel, oil and gas, volatiles, PAHs, and PCBs were reported below the laboratory limit of detection in the three soil samples collected.
- (B) In the event the Contractor, subcontractors and/or other persons he engages in the project must work in any other area(s) under Harbors Division control other than the one designated for this project, the Contractor shall obtain written approval from the Construction Engineer or

his authorized representative for said use. Adequate notification must be given to the Construction Engineer or his authorized representative for said use.

15.4 EXECUTION

- (A) Compliance with the provisions of this Article by subcontractors will be the responsibility of the Contractor.
- (B) Prior to commencement of the work, the Contractor shall meet with the Director or his authorized representative to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- (C) It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition. Insofar as possible, the Contractor shall confine his activities to areas defined by the Plans and Specifications.
- (D) The Contractor shall obliterate all signs of temporary construction facilities such as work areas, structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Director or his authorized representative.
- (E) The Contractor shall not dispose of any material into Harbor waters including, but not limited to, fuels, oils, bitumens, calcium chloride, acids, construction debris, or other harmful or hazardous waste. The Contractor shall not dispose of any material into Harbor waters which will result in an increase of turbidity. It is the responsibility of the Contractor to comply with all applicable Federal, State and County laws concerning pollution of water resources.
- (F) Whenever trucks or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being carried onto the pavement. Trucks hauling fine material shall be covered in compliance with PUC regulations. Wastewater shall not be discharged into existing waterways, or drainage systems such as gutters and catch basins unless treated to comply with State Department of Health water pollution regulations.
- (G) Spillage: At all times, special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides, pesticides, insecticides, and cement from entering State waters, including Harbor waters.
- (H) Washing and Wastewater: Water used in washing, abatement, demolition or construction and other waste waters shall not be allowed to enter State waters, including Harbor waters.
- (I) Disposal of any materials including tanks, wastes, effluent, trash, garbage, oil, grease, chemicals, in areas adjacent to State waters is prohibited. If

any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore area to the condition of the adjacent undisturbed area. If during normal operations of the project, contaminated ground is excavated, the Contractor shall notify HDOT-Harbors immediately for review. Appropriate action will be determined at that time.

Construction dewatering effluent shall not be discharged, in any way, into the ocean.

(J) Disposal of Construction Debris

- (1) All rubbish, scrap lumber and other construction site debris shall be hauled away daily and disposed of off-site by the Contractor. Such disposal shall be accomplished in compliance with all Federal, State, and County laws and regulations governing waste disposal. To the extent possible, the Contractor shall recycle demolition debris at no extra cost to the State when compared to typical disposal costs.
- (2) No burning of debris and construction waste material will be permitted on the project site at any time.
- (3) All unusable debris and waste material shall be hauled away daily to an appropriate off-site disposal area. During loading operations, debris and waste materials shall be watered down to allay dust.
- (4) Cleanup shall include the collection of all wastepaper and wrapping materials, cans, bottles, construction waste materials, and removal as required. Frequency of cleanup shall coincide with rubbish producing events.
- (5) Construction debris should be disposed of daily.
- (6) No burying of debris and/or waste material except for materials which are specifically indicated elsewhere in these Specifications as suitable for backfill shall be permitted on the project site.

(K) Air Pollution Control

- (1) The Contractor, for the duration of the project, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas within or outside the project limits free from dust which would cause a hazard to the work, or the operations of other contractors, or to persons or property. Dust shall be kept down at all times, including non-working hours, weekends and holidays. Approved temporary methods consist of water sprinkling or similar methods to control dust. Misting must be repeated at such intervals as to keep all parts of disturbed areas damp at all times. The Contractor

must have sufficient equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

Dust control activities must comply with the Hawaii Administrative Rules (HAR), Title 11 Chapter 60, Air Pollution Control.

- (2) The methods of dust control and costs shall be the responsibility of the Contractor. Methods of dust control shall include the use of water and/or chemicals over surfaces which may create fugitive airborne dust per Hawaii Revised Statute (HRS) 11-601.
 - (3) Wet cutting will be required for cement blocks, concrete and asphaltic concrete pavement, unless attachments are used with dry cutting equipment to capture the dust created thereby.
 - (4) No unnecessary shaking of bags will be permitted where cement, mortar and plaster are used unless the dust therefrom can be confined.
 - (5) No dry power sweeping will be allowed in unconfined areas. No dry sweeping shall be permitted in cleaning rubbish and fines which can become airborne from floors and other paved areas. Vacuuming, wet mopping, wet and damp power sweeping are permissible. Air blowing will be permitted on written approval from the Construction Engineers authorized representative.
 - (6) The Contractor shall be responsible for all damage claims in accordance with Section 7.15 - "Responsibility for Damage" of the General Provisions.

(L) Noise

- (1) Noise shall be kept within acceptable levels at all times in conformance with the State Department of Health Administrative Rules, Title 11, Chapter 46 – Community Noise Control. All internal combustion engine powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels. The Contractor shall comply with all applicable Federal, State and County noise rules.
- (2) The Contractor shall obtain and pay for a Community Noise Permit from the Department of Health when construction equipment or other devices emit noise at levels exceeding allowable limits.
- (3) All internal combustion engine-powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.

- (4) Starting-up of construction equipment meeting allowable noise limits shall not be done prior to 6:45 am without prior approval of the Construction Engineer. Equipment exceeding allowable noise levels shall not be started-up prior to 7:00 am.

(M) Other

- (1) Whenever trucks and vehicles enter surrounding paved streets, the Contractor shall prevent any materials from being carried or dropped onto the pavement.
- (2) Wastewater shall not be discharged into existing waters such as harbors, streams waterways, oceans, or drainage systems such as gutters and catch basins, unless treated to comply with Federal and State of Hawaii water pollution regulations and the State Department of Health water quality standards.
- (3) Trucks hauling debris and/or fine materials within and off the project site shall be covered as required by PUC Regulations.
- (4) Except in an emergency, such as a mechanical breakdown, all vehicle fueling and maintenance will be done offsite or if onsite, in a designated area. A temporary berm shall be constructed around the area to confine any runoff from the designated area. A designated spill kit will be located next to the fueling area. Upon project completion, the area shall be cleaned of wastes and returned to prior condition.
- (5) No dumping of waste concrete will be permitted on the site. Except for rinsing of the hopper and delivery chute, and for wheel washing when required, concrete trucks shall not be cleaned on site. Concrete washouts of the hopper and delivery chute should be in a designated area using the proper equipment with the proper BMP.

(N) Maintenance of Pollution Control Facilities During Construction: During the life of this contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out, or until the material concerned has become stabilized to the extent that pollutants are no longer being created.

(O) All items having any apparent historical or archaeological interest which are discovered in the course of performing the work of this contract shall be left undisturbed and shall be immediately reported to HDOT-Harbors so that the proper authorities may be notified.

15.5 WARNING SIGNS

- (A) General: Furnish all labor, materials and equipment necessary to construct and install temporary warning signs and barricades that comply with OSHA requirements and as directed by the Director or his authorized representative. These warning signs and barricades shall delineate the work area and exclude the public from the work area as specified hereinafter.
- (B) Materials:
 - (1) Backing: Backing shall be 6061-T6 aluminum 0.032" minimum thickness.
 - (2) Paint: Paint shall be satin finish, exterior grade or factory based enamel or a combination thereof.
- (C) Sign Colors: Signs shall have white background; remaining items shall be similar to Rust-Oleum Federal Safety Red.
- (D) Installation: Signs shall be located at 50-foot intervals around roped off work area or at all entrances in the case of interior work. Signs shall be attached to the rope barrier, rope barrier supports, individual sign supports or buildings.
- (E) Clean-Up: Remove all signs upon completion of this project. Repair any damages caused by sign mounting and removal.

15.6 SUSPENSION OF THE WORK

- (A) Violations of any of the above requirements or any other pollution control requirements which may be specified in these Specifications shall be cause for suspension of the work creating such violation. No additional compensation shall be due the Contractor for remedial measures to correct the offense. Also, no extension of time will be granted for delays caused by such suspensions.
- (B) The Director or his authorized representative will notify the Contractor of any non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notification, immediately take corrective action.
- (C) If the Contractor fails or refuses to comply within 72-hours after a suspension is ordered by HDOT-Harbors may issue an order suspending all or part of the work until satisfactory corrective action has been taken. HDOT-Harbors reserves the right to take whatever action is necessary to correct the situation and to deduct all costs incurred by HDOT-Harbors in taking such action from monies due the Contractor. No additional compensation shall be due the Contractor for remedial measures to correct the condition(s), and no extension of time or compensation for extended overhead will be granted for delays caused by such suspensions.

- (D) HDOT-Harbors may also suspend any operations which it feels are creating pollution problems although they may not be in violation of the requirements contained herein. In this instance, work required to correct the pollution problem and prevent its recurrence shall be done by force account as described in sub-Article 4.3 - "Extra Work" of the General Provisions and paid for in accordance with sub-Article 9.4, "Extra and Force Account Work" therein. The count of elapsed working days in this situation shall be computed in accordance with sub-Article 8.7 - "Determination and Extension of Contract Time" of the General Provisions.

15.7 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for Environmental Protection, including material and labor required to obtain approval of site specific BMPs for DOH, permit fees, erosion and sediment control measures, dust control, and other related work described in this Article shall not be measured. The Contractor shall consider this work incidental to the Temporary Water Pollution, Dust, Erosion and Sediment Control Work Bid item in the Proposal Schedule.

END OF ARTICLE

ARTICLE XVI – UTILITY EXCAVATION AND BACKFILL

16.1 GENERAL

The work consists of furnishing equipment, materials, labor and appliances to perform all work in connection with excavation, backfill and compaction necessary for the job in accordance with this Article of the specifications and the Hawaii Standard Specifications, Sections 204, 206, 703.20, and 703.21.

This section describes the following:

- (A) Excavating and backfilling trenches for utilities pipes (including but not limited to electric, water, sewer, telephone, data, cable television, oil, and gas lines) and conduits (including roadway and sign lighting, traffic signal, and other communications systems).
- (B) Excavating and backfilling for water and sewer structures and appurtenances.
- (C) Excavating and backfilling for utility structures and appurtenances.
- (D) Disposing of surplus non-contaminated material from excavations.
- (E) Excavating and backfilling for water pipes, manholes, and appurtenances are described further in Article XVIII – Water System.
- (F) Provide and install asphalt primer, hot asphalt and fabric waterproofing membrane system where specified on the contract drawings

16.2 REFERENCES

- (A) Hawaii Standard Specifications for Road and Bridge Construction, State of Hawaii, 2005, as amended.
- (B) ARTICLE XIV – DEMOLITION, REMOVAL AND RELOCATION
- (C) ARTICLE XVII – EARTHWORK AND SUBGRADE PREPARATION

16.3 MATERIALS

Materials shall conform to the following sections of 2005 Hawaii Standard Specifications for Road and Bridge Construction when applicable:

Trench Backfill Material	703.21
Cullet and Cullet-Made Materials	717

Trench backfill material shall include mixture of aggregate and cullet. When cullet is not produced on the project island, or material unit price of cullet is greater than material unit price of structure backfill or greater than material unit price of trench backfill, cullet may be excluded for that backfill application. Before excluding

cullet, submit availability and pricing documentation.

Trench gravel backfill material shall conform to AASHTO M 43, size number 67. When tested in accordance with AASHTO T 96, the LA abrasion shall not exceed 40 percent at 500 revolutions.

Controlled Low-Strength Material (CLSM) in accordance with Section 314 – Controlled Low-Strength Material (CLSM) for Utilities and Structures of 2005 Hawaii Standard Specifications for Road and Bridge Construction may be used in place of trench and structure backfill material, subject to the Construction Engineer's (CE) acceptance. Where CLSM is allowed, provide drainage system to accommodate underground water seepage. CLSM will not be allowed as trench backfill when installing aluminum and aluminum-coated pipe conduits.

Provide plastic marking tape that is acid and alkali-resistant polyethylene film, 6-inches wide with minimum thickness of 0.004 inch. Provide tape with minimum strength of 1,750 psi lengthwise and 1,500 psi crosswise. Manufacture tape with integral wires, foil backing, or other means to enable detection by a metal detector when tape is buried up to 3-feet deep. Manufacture tape specifically for marking and locating underground utilities. Provide metallic core of tape encased in a protective jacket or provided with other means to protect it from corrosion. Tape shall conform to the following colors and shall bear a continuous printed inscription describing the specific utility: Red: Electric; Yellow: Gas, Oil, Dangerous Materials; Orange: Telephone, Telegraph, Television, Police, and Fire Communications; Blue: Water System; Green: Sewer Systems.

Structural Backfill shall be per Subsection 703.20 of the standard specifications. Only Structural Backfill Material A is allowed for backfilling of drainage structures and light pole foundations.

16.4 EXECUTION

(A) Structure and Trench Excavation

- i) General: Notify the CE ten (10) working days before excavating for structures and trenches.

The Contractor shall be responsible for the stability of temporary open cuts during construction of structures or trenches and shall take appropriate measures to meet OSHA requirements.

Excavate in such a manner as to prevent damage to pavements, sidewalks, structures, landscaping, and other improvements. Excavate immediately before installation of conduit and other appurtenances. Stockpile excavated material in a location that shall not cause damage, obstruct vehicular and pedestrian traffic, or interfere with surface drainage.

In excavation operations, do not disturb ground below elevations indicated in the contract documents. If ground below elevations indicated in the contract documents is disturbed, excavate disturbed

ground until undisturbed ground is reached. Backfill this area with Class D concrete until required foundation elevation is reached.

Keep foundation excavation dry by draining, bailing, pumping, or driving sheathings.

When material from excavation does not meet quality requirements specified for backfill in accordance with Article 18.3 – Materials, furnish conforming material, as required.

Deposit remaining structure or trench excavation material that is not used as backfill, in roadway embankments in accordance with Subsection 203.03(B)(1) and Subsection 203.03(B)(3) of 2005 Hawaii Standard Specifications for Road and Bridge Construction.

Excavation for structures shall be adequate to accommodate the new structure at the specified elevation. Excavation shall conform to Subsection 206.03(A) of the standard specifications.

The contractor is responsible for design, construction and inspection of any shoring required for excavations in conformance with OSHA requirements and shall be sufficient in strength to prevent movement of the soil held in place by the shoring.

Due to anticipated soft and/or loose subsurface soil conditions, some movement of soil around the underground structure excavations should be anticipated due to changes in the earth stresses during and after construction, especially during extraction of a sheet pile system, where utilized.

The Contractor shall contact the Hawaii One Call Center prior to any ground disturbing activities at 1-866-423-7282 or <http://callbeforeyoudig.org>. Regardless of what is shown or not shown on the As-Built Plans and/or Utility Company records, the Contractor shall be responsible for conducting his own investigation including, but not limited to, toning for underground utilities as necessary, probing and potholing for all utility locations to ensure existing underground utilities are not damaged. The Contractor shall also coordinate with Harbors Maui District Office to review the GIS utility plans, if available.

(B) Structure and Trench Backfill

Do not deposit fill material against back of foundations and manholes until test samples indicate that concrete has developed strength required in Subsection 503.03(E) of 2005 Hawaii Standard Specifications for Road and Bridge Construction.

Cure test samples under conditions similar to those affecting the structure. Continue backfilling so that excessive unbalanced loads are not introduced against the structure.

Place backfill material in uniform horizontal layers not exceeding 8-inches in loose thickness, before compaction. Moisten and compact each layer of backfill until relative compaction of not less than 95 percent is achieved in accordance with Subsection 203.03(C)(2) of 2005 Hawaii Standard Specifications for Road and Bridge Construction. The CE may reduce 95 percent compaction requirement in situations where such compaction is not feasible.

When the CE cannot use field density test, compact each layer of backfill with vibratory or other accepted equipment on granular backfill material.

Compaction of backfill material by ponding or jetting will not be allowed.

Where the bottom of the utility pipe is located within 12-inches or below normal ground water level, use trench gravel backfill material to at least 12-inches above pipe or to bottom of pavement structure. Gravel material shall be completely encapsulated by geotextile conforming to Subsection 716.03 of 2005 Hawaii Standard Specifications for Road, Bridge, and Public Works Construction.

When required, place sufficient fill at structures, utility pipes, and conduits ahead of other grading operations to permit public traffic to cross.

Compact backfill material in the following areas to a relative compaction of not less than 90 percent:

- i) Footings not beneath surfacing.
- ii) Other locations where the documents indicate 90 percent relative compaction for structure or trench backfill.

Place plastic marking warning tapes for appropriate type of utility directly above pipe, within a depth of 3-feet from finish grade, unless otherwise indicated in the contract documents.

Backfill below and against structures shall be compacted to 95% relative compaction per Subsection 203.03(C)(2) and in conformance with Subsection 206.03(B) of the Standard Specifications.

Backfill to the elevation of the pavement aggregate subbase or the elevation where installation of CLSM is to occur as indicated on the contract documents.

CLSM shall be provided for backfill against structures where detailed. The Contractor shall get written approval to use CLSM backfill in a location not specifically specified in the project documents.

Contractor shall submit CLSM mix design for review at least two weeks prior to pouring.

Furnish batch/delivery tickets to the Construction Engineer at the time CLSM is poured or no later than when the truck leaves the work area where the CLSM was poured.

16.5 MEASUREMENT AND PAYMENT

Work under this Article will not be measured nor paid for separately but shall be considered incidental to and included in the price for Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XVII – EARTHWORK AND SUBGRADE PREPARATION

17.1 GENERAL

Earthwork and Subgrade Preparation shall consist of all excavation, embankment, subgrade preparation, grading, erosion and sediment control measures, compaction and testing for buildings and all other areas outlined in the plans, with the exception of that included in Article XVI – UTILITY EXCAVATION AND BACKFILL. Work included in this section shall be in accordance with this Article of the specifications and the Standard Specifications and the Hawaii Standard Specification 205, as it applies to building foundations.

Whenever a relative compaction requirement or sand equivalent value is specified in the specifications in connection with Earthwork, the tests shall be made in accordance with the test methods specified in Section 106 – Control of Material of the "Standard Specifications."

Suitable surplus material (as determined by the Construction Engineer) not required for fill shall be the property of the State and shall be deposited in the stockpile area on the harbor property (on-site or within 1-to-2 miles of project site) as directed by the Harbors Construction Engineer. Stockpile shall be limited to 40' height.

17.2 MATERIALS

- A. Onsite materials may be reused as compacted fills provided rock and coral fragments larger than 6 inches in maximum dimension are removed.
- B. Fill and other construction material shall be clean, uncontaminated and be free of deleterious substances, including toxic chemicals, debris and fine-grained materials. Structural fill shall be according to HDOT Standard Specification 703.20-1. Backfill placed within the building area or below paved areas, should be considered structural fill.
- C. Controlled Low Strength Material (CLSM) shall be in accordance with Section 314 – Controlled Low Strength Material (CLSM) for Utilities and Structures.

17.3 EXECUTION

- A. All grading work shall be done in accordance with Title 20, Chapter 20.08, Maui County Code, as amended.
- B. Site preparation for the building footprint will involve removing pavement and excavating to the foundation level. Excavation for structures shall be adequate to accommodate the new structure at the specified elevation. Excavation shall conform to Subsection 206.03(A) of the standard specifications. All site grading, paving, and any utility trenching be conducted during relatively dry

weather.

- C. Contractor is responsible for design, construction and inspection of any shoring required for excavations in conformance with OSHA requirements and shall be sufficient in strength to prevent movement of the soil held in place by the shoring.
- D. It may be necessary to relocate or abandon some utilities. Excavation of these utility lines will occur through fill soil. Abandoned underground utilities should be removed or completely grouted. Remaining abandoned utility lines should be sealed to prevent piping of soil or water into the utility pipe. Soft or loose backfill materials should be removed, and excavations should be backfilled with structural fill. Coordination with the utility owners is generally required in addressing existing utilities.
- E. Grading of all areas within the project including excavated and fill sections and adjacent transition areas shall be reasonably smooth, compacted and free from irregular surface changes. All ditches and swales shall be finished to drain readily. Provide rounding at top and bottom of banks and at other breaks in grade.
- F. Permanent fill and cut slopes shall not exceed in steepness two horizontal to one vertical (2:1). Fill slopes and berm slopes shall be compacted and then trimmed to produce a firm surface and shall be planted to minimize erosion.
- G. Cavities exposed at the subgrade shall be opened and cleaned of loose material. The cavities shall be filled with granular material compacted to a minimum of 95 percent compaction as determined by ASTM D1557.

17.4 GENERAL REQUIREMENT

In general, the provision of Section 203 – Excavation and Embankment of the "Standard Specifications" shall apply except as hereinafter modified. References to "roadway" in this section shall also mean "storage yard".

- A. 203.02 (B) (I) – Embankment Construction, General is amended by adding the following:

"After the ground surface to receive fill has been cleared, it shall be scarified to a depth of 6 inches until it is uniform and free from ruts or other uneven features which may prevent uniform compaction. Bring scarified ground surface to optimum moisture, mix as required, and compact to a minimum 95 percent relative compaction as determined by ASTM D1557. Prior to placing fill, the ground surface to receive fill shall be inspected by the Director.

Fill or backfill placed below water level shall consist of clean gravel, such as #3 coarse gravel. The gravel shall extend to at least 12 inches above the water

level. This material need not be placed in compacted lifts and dewatering will not be required during placement. The top of the gravel layer should be compacted to a level surface before placing additional structural fill. Geotextile fabric shall be placed over the gravel prior to placement of compacted fill.

Fill over the clean gravel and geotextile fabric should be well graded, non-expansive granular material of maximum particle size of 3 inches, with not more than 20 percent by weight passing #200 sieve. The plasticity index (P.I.) of the soil passing the #40 sieve shall not be greater than 10. The imported fill shall have a minimum CBR value of 40 when tested in accordance with ASTM D1883.

The well graded granular fill and backfill should be placed in horizontal lifts of eight inches in loose thickness and compacted to a minimum 95 percent compaction as determined by ASTM D1557."

- B. 203.03 (B) (4) – Proof Rolling shall be amended as follows:

"Proof roll subgrade to remove weak spots. Proof rolling shall be accomplished by providing 15 passes of a pneumatic roller having a minimum weight of 20 tons."

- C. 203.04 METHOD OF MEASUREMENT and 203.05 BASIS OF PAYMENT are deleted.

17.5 SOILS TESTING

- A. The compaction of all fill and the subgrade shall be tested by an independent testing agency retained by the Contractor. All test results shall be attested to by a Civil Engineer licensed in the State of Hawaii and shall be submitted to the Construction Engineer for approval. The cost of soils testing shall be borne by the Contractor.
- B. Field density tests shall be made throughout the area for each 1,500 square feet of each compacted layer. All test results must be approved before the Contractor can proceed with placing additional layers of fill or the placing of cushion fill or base course.

17.6 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for earthwork and subgrade as described in this Article shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XVIII – WATER SYSTEM

18.1 GENERAL

In general, the provision of Section 624 – Water System of the "Hawaii Standard Specifications for Road and Bridge Construction", 2005, as amended, shall apply except as hereinafter modified and the State of Hawaii Water System Standards, 2002, as amended.

- (A) 624.02 MATERIALS is amended by replacing the seventh paragraph with the following:

"The Contractor shall furnish all materials, labor and equipment necessary to complete the water system in place, as detailed on the drawings."

- (B) 624.02 MATERIALS is amended by adding the following:

"Unless otherwise specified or approved by the Director, distribution mains shall be ductile iron (D.I., Class 52). Ductile iron (D.I., Class 52) pressure pipe or galvanized iron (G.I. Schedule 40) pipe shall be used on the pier."

All valves shall be 150 pounds unless otherwise shown on the drawings.

18.2 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for Water System as described in this Article and shown on the plans shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XIX – ASPHALT CONCRETE PAVEMENT

19.1 DESCRIPTION

This work shall consist of constructing asphalt concrete pavement on a prepared base course, in accordance with the requirements of the contract.

19.2 GENERAL REQUIREMENTS

The provisions of Section 401 — Hot Mix Asphalt (HMA) Pavement of the "Standard Specifications" shall apply except as hereinafter modified:

- (A) 401.03 (A) Construction Requirements shall be amended to read as follows: Amend (A) Weather Limitations to read as follows:

"(A) Weather Limitations. Do not place the bituminous plant mix: on wet surfaces, or

- (1) when the air temperature is below 50° F., or
- (2) when weather conditions prevent the proper handling or finishing of the bituminous mixtures."

The Contractor shall notify the construction engineer, in writing, if concrete is to be furnished by a ready-mix supplier. The Contractor shall submit Delivery/Batch Ticket Documentation to the construction engineer when the ready-mix concrete is poured and no later than when the truck leaves the work area in which the concrete was poured.

19.3 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for asphalt concrete pavement as described in the Article shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XX — HOT MIX ASPHALT CONCRETE BASE COURSE

20.1 DESCRIPTION

This work shall consist of constructing plant mix asphalt concrete base course on a prepared subbase, in accordance with the requirements of the contract.

20.2 GENERAL REQUIREMENTS

The provisions of Section 301 — Hot Mix Asphalt Base Course of the "Standard Specifications" shall apply.

20.3 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for hot mix asphalt concrete base course as described in the Article shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XXI – AGGREGATE BASE COURSE

21.1 GENERAL

This work shall consist of constructing aggregate base course on a prepared subbase course in accordance with the requirements of the Contract or as established by the Engineer.

21.2 GENERAL REQUIREMENTS

The provisions of Section 304 - Aggregate Base Course of the Standard Specifications shall apply except as hereinafter modified:

- (A) Sections 304.04 Method of Measurement and 304.05 Basis of Payment are deleted.

21.3 SUBMITTALS

- (A) Submit certificate of compliance with these specifications and material data for the base course material.
- (B) Soils Testing: The compaction of the base course shall be tested by an independent testing agency. All test results shall be attested to by a Civil Engineer licensed in the State of Hawaii and shall be submitted to the Construction Engineer for approval. The cost of soils testing shall be borne by the Contractor. A field density test shall be made throughout the area for each 1,500 square feet of each compacted layer. However, at a minimum, one field density test shall be conducted within the auto storage area, and another at the new maintenance building location. All test results must be approved before the Contractor can proceed with placing additional layers of base course or pavement materials.

21.4 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for aggregate base course as described in the Article shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XXII - TACK COAT

22.1 DESCRIPTION

This work includes the furnishing and application of tack coat for asphalt concrete pavements.

22.2 SPECIAL REQUIREMENTS

In general, the provisions of Section 407 - Tack Coat of the "Standard Specifications" shall apply except as hereinafter modified:

- (1) 407.04 Method of Measurement and 407.05 Basis of Payment are deleted.

22.3 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for tack coat as described in the Article shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XXIII – PAVEMENT MARKINGS

23.1 DESCRIPTION

The work shall consist of removing and installing temporary and permanent pavement markings in accordance with the requirements of the contract or as established by the Construction Engineer.

23.2 GENERAL REQUIREMENTS

In general, the provisions of Section 629 - Pavement Markings of the "Standard Specifications" shall apply except as hereinafter modified:

- (1) 629.04 Method of Measurement and 629.05 Basis of Payment are deleted. The Contractor shall provide thermoplastic markings.

23.3 MEASUREMENT AND PAYMENT

Measurement and payment for pavement markings as described in the Article shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XXIV – SEWER SYSTEM

24.1 GENERAL

In general, the following shall apply:

- (A) The provisions of Section 625 – Sewer System of the State of Hawaii, Department of Transportation Highways Standard Specifications for Road and Bridge Construction, 2005, as amended, except as hereinafter modified.
- (B) The Standard Details for Public Works Construction dated September 1984, of the Department of Public Works, County of Maui.
- (C) The Design Standards of the Wastewater Reclamation Division, City and County of Honolulu, Volumes 1 and 2, dated July 1993 and July 1984 respectively, unless otherwise noted.
- (D) The Standard Specifications for Public Works Construction dated September 1986.
- (E) The State of Hawaii, Water System Standards, 2002, as amended.

If any conflicts arise between the Standard Details, Design Standards and the Standard Specifications, the strictest standard shall apply, unless otherwise approved.

24.2 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for the sewer system, including modification to any existing utilities affected by the sewer line work, as described in the Article and shown on the plans, shall not be measured. The Contractor shall consider this work incidental to Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XXV – CAST-IN-PLACE CONCRETE

25.1 GENERAL

The work shall include the furnishing of all labor, materials and equipment necessary to construct, complete in place, all cast-in-place concrete as shown on the plans and as specified herein.

25.2 MATERIALS

- (A) Portland Cement - shall conform to "Standard Specifications for Portland Cement", ASTM C150, Type II.
- (B) Aggregates for Concrete - shall conform to "Standard Specifications for Concrete Aggregates" ASTM C33, except that local aggregates that have been shown by tests or actual service to produce concrete of required strength, durability and wearing qualities, may be used when approved by the Director.
 - (1) Fine Aggregate - Coral beach sand or basalt sand and No. 4 crushed rock of close grained, hard, bluish gray lava rock. Fine aggregate shall be clean, free from salt, vegetable loam, earth, elongated piece, disintegrated rock or other deleterious substances.
 - (2) Coarse Aggregate - Broken stone obtained from clean, hard, blue lava rock or other approved inert materials of similar characteristics, free from disintegrated stone and all adherent coatings. Size of aggregate shall be 1-inch.
- (C) Water – used in mixing concrete shall be clean salt-free, potable water.
- (D) Admixture
 - (1) Water reducing and/or water reducing and set retarding admixture shall be Daracom 100 manufactured by W.R. Grace & Co., or approved equal and shall conform to ASTM C494, Type F or G, and shall be mixed in all concrete in accordance with directions of manufacturer.
 - (2) Corrosion inhibiting admixture shall be calcium nitrite based DCI-S manufactured by W.R. Grace Co. or approved equal and shall be mixed in all concrete at a rate of 2.5 gallons per cubic yard or as otherwise recommended by the manufacturer.
- (E) Reinforcing Steel - shall be deformed ASTM A615, Grade 60 and epoxy coated in accordance with ASTM A775. Welded wire fabric shall conform to ASTM A185 and shall be galvanized.
- (F) Submit Reinforcing Steel certification tests, including epoxy coating that will be supplied with the rebar, to the Construction Engineer (CE) for review and approval.

- (G) Epoxy Grout and Epoxy Bonding Compound - shall be two component resins, polysulfide free, high modulus, high strength epoxy adhesive. Mix with quartz granules when grouting anchor bolts. Epoxy shall be "Sikudur Hi-Mod" as manufactured by Sika Chemical Co. or other approved equal.

25.3 CONCRETE MIX DESIGN

- (A) All concrete shall consist of Portland Cement - Type I/II, fine and coarse aggregate, admixture and water.
- (B) All concrete shall have a 28 day compressive strength as follows: 4,000 psi except the waterline thrust blocks which shall be 2,500 psi. All concrete shall have a maximum slump of 3-1/2" plus or minus 1/2". For 28 day compressive strengths, the cement content in bags of cement per cubic yard of concrete shall be 6.50 bags for 4,000 psi concrete. Water cement ratio shall not exceed 0.45.
- (C) Submit concrete mix design to the CE approval. Note that concrete strength requirement is minimal only. No claim for extra compensation for the furnishing of concrete of greater strength in order to accomplish other requirements above specified will be considered by the Engineer.

25.4 CONSTRUCTION

- (A) Concrete
- (1) Concrete shall not segregate nor cause bleeding. It shall work readily into corner and angles of form and around reinforcement without segregation of materials or an excess of water on the surface. It shall produce exposed surfaces of uniform color and smooth appearance without honeycomb.
- (2) Ready-Mix Concrete -shall conform to ASTM C94 with certificates furnished by the mixing plant that concrete has a 28 day compressive strength and maximum slump as specified above. Delivery tags with each load shall indicate yardage of concrete, amount of water and amount of cement. Plant shall have sufficient capacity so that the construction schedule can be maintained. The time elapsing between the introduction of the mixing water between the cement and the mixing aggregate and placing of the concrete in final position in the form shall not exceed 45 minutes.
- (3) Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie. A tremie shall consist of a tube having a diameter of not less than 10 inches, constructed in sections having flanged couplings fitted with gaskets. The tube shall be equipped with a receiving hopper at the top. The tremie shall be supported so as to permit free movement of the discharge end so as to permit rapid lowering when necessary to retard or stop the flow of concrete. The tremie tube

shall be kept full to the bottom. When a batch is dumped into the hopper, the flow of concrete shall be induced by slightly raising the discharge end, always keeping it in the deposited concrete. The flow shall be continuous until the work is completed.

(B) Forms

- (1) Forms shall be constructed to slopes, lines, shapes and dimensions shown, installed and maintained plumb and straight and sufficiently tight to prevent leakage, and securely braced and shored to prevent displacement, and to safely support construction loads. Falsework shall be designed with adequate strength, rigidity and durability to successfully resist movement from wave action of the season; to safely carry the full load of fresh concrete and all construction loads without any settlement or deflection; to rigidly hold their shape and position under internal vibration of fresh concrete.
- (2) In no case shall the finished product deviate from established lines, grades and dimensions in excess of those tolerances listed in Section 203 of the ACI Standard Recommended Practice for Formwork (ACI 347-63). Any such deviation in excess of the allowable tolerance will be just cause for rejection of the finished product. Exposed concrete surfaces shall be formed with new sound Plywood or lined with "Form Ply" or approved equal. Plywood shall be commercial standard Douglas Fir, moisture resistant concrete form plywood not less than 5-ply and at least 5/8" thick. Forms shall be coated with a bond breaking material prior to the placement of reinforcing steel.
- (3) Forms for the new light pole foundations shall not be removed before 21 days after the concrete pour, or compressive test results show that the concrete has reached a minimum of 4,000 psi.

No construction loads exceeding the structural design loads shall be supported upon any unshored portion of the structure under construction.

(C) Reinforcement

- (1) Reinforcing steel bars and wire fabric shall be provided in sizes, lengths and configurations as indicated on the plans and shall be thoroughly cleaned before placing and again before placing of concrete to remove loose mill scale, rust, oil and all coatings that will destroy or reduce the bond. All items shall be accurately positioned and secured in place as indicated on the plans and as herein specified.

Annealed steel wire of not less than 16 gage shall be used to secure reinforcement. Reinforcement shall be placed in specified positions not exceeding the ACI Building Code (ACI 318-71). Unless otherwise noted, cleaning, bending and placing of

reinforcement shall be done in accordance with the standard practice of the Concrete Reinforcing Steel Institute. Splicing of bars, except where shown, will not be permitted without the approval of the Director. Splices where permitted, shall be lapped 40 bar diameters unless otherwise noted on the drawings.

(2) Concrete cover over reinforcing shall be provided as follows:

Concrete cast against and permanently exposed to earth.....	3"
Concrete exposed to the environment	2"
Formed sides of concrete utility boxes	2"
All others	2"

(3) All reinforcement shall be observed by the Harbors Construction Engineer prior to closing of forms. This, however, shall not be construed to relieve the Contractor of his responsibility to place all reinforcing in accordance with the plans.

(D) Epoxy Coated Reinforcement

(1) Materials:

(a) Corrosion Protection Coatings: One-part, heat curable, thermosetting powdered epoxy in compliance with specifications listed in paragraph (2).

(b) Accessory Materials: Products used for patching and repair shall be compatible with applicable fusion bonded epoxy coating.

(2) Submittal:

(a) Submit coating manufacturer's letter of certification that the product meets the requirements of specifications listed in paragraph (2).

(b) Submit coating applicator's letter of certification that the product meets the requirements of specifications listed in paragraph (2).

(3) Quality Assurance:

(a) Applicator with three (3) years minimum experience.

(b) Fabricator with three (3) years minimum experience.

(4) Factory Tests

(a) Provide test results of epoxy coating.

(b) Application tests and inspections shall be in accordance with ASTM A 775.

- (5) Delivery, Storage, Handling and Installation: Handling and hoisting of epoxy coated rebars shall be handled carefully to prevent damage to the coating. Use nylon lifting slings or padded wire rope slings. Coated bars shall be stored on padded cribbing and shall not be dragged over the ground or other bars. During concrete pour, walking on bars should be to a minimum and concrete placement equipment shall be set-up and moved carefully to minimize coating damage. Bar supports shall be plastic or wire coated with epoxy or vinyl. Tie wires shall be epoxy or plastic coated.

All parts of mechanical connections on epoxy coated steel, including steel splice sleeves, bolts, and nuts, wherever applicable shall be coated in accordance with manufacturer's recommendations.

All parts of damaged epoxy coating shall be repaired and patched in accordance with manufacturer's recommendations.

- (E) Inserts -Provide and install all concrete anchors, bolts, pipe sleeves of polyvinyl chloride pipe, Class 150, and other fastening devices required and as shown on the plans. All anchors and bolts shall be hot dipped galvanized. Such embedment shall be securely fastened and rigidly held against movement during other work and the placing of concrete.

- (F) Depositing Concrete

- (1) No concrete shall be placed in the absence of the Harbors Construction Engineer who shall be given one day advance notice of placing of concrete.
- (2) All sawdust, chips and other construction debris, extraneous matter and excessive water shall be removed from interior of forms. Surfaces shall be clean before placing of concrete.
- (3) Concrete shall be deposited as nearly as practicable in its final position. In no case shall vibrators be used to transport concrete inside the forms. Concrete shall be thoroughly compacted by use of high frequency internal vibrators so that the concrete is thoroughly worked around the reinforcement, around embedded items and into corners of forms, eliminating all pockets which may cause honeycombing, pitting or planes of weakness.
- (4) Use no concrete that has partially hardened or become contaminated by foreign materials or been retempered.
- (5) Generally, carry on concreting as a continuous operation until placing of an individual section is completed.

- (G) Curing and Protection - Concrete shall be cured for a period of not less than seven days by water curing or use of curing compounds.

- (1) Water Curing - Concrete shall be kept wet by mechanical sprinklers, by ponding, or by any other approved method which will keep the surface continuously wet.
- (2) Curing Compound - Concrete surfaces shall be sealed with liquid membrane compound conforming to AASHTO Designation M148. Curing compound shall not darken the concrete surface and shall be used in strict accordance with the manufacturer's recommendations. The curing compound shall not affect the coating work of the pedestals and the bonding of the coating itself.
- (H) Finishing of Surface - After the concrete has been placed, struck off, consolidated and leveled, the concrete shall not be worked until ready for floating. Floating shall begin when the water sheen has disappeared. The surface shall then be consolidated with power driven floats of the impact type. The slab shall then be steel trowelled to light trowelled finish of uniform smooth texture. The slab shall then be given a light broom finish.
- (I) Finishing of Formed Surfaces - Surfaces of pile caps beneath pier deck shall have all exterior ties removed to a depth of at least one and one-half inches below the surface of the concrete and the resulting holes or depressions cleaned and filled with epoxy grout. Any rock pockets and honeycombing shall be cleaned and filled with epoxy grout. Joint marks and fins shall be smoothed off.
- (J) Shrinkage, temperature, and all other cracks in concrete and cement materials shall be repaired by the Contractor at no additional payment whether or not the cracks result from defective work of normal causes such as expansion, shrinkage, deflection, and settlement. Contractor shall submit his proposed methods and schedule of repairs for review before starting work.
- (K) Crack repair shall restore the full structural integrity of the previously uncracked section. Repair methods shall include epoxy injection, epoxy patching, and other approved methods.
- (L) Repair work shall be finished to match and blend with surrounding areas and shall be made to preclude recurrence of cracks at the repair or other locations. Repair work shall include grooving and joint sealing, elastomeric paint and other methods.
- (M) Contractor shall repair all cracks before the final acceptance of the project by the Owner. Cracks on the deck surface shall be repaired before the placement of A.C. wearing surface. Contractor shall again repair all old, recurring, and new cracks one year after the date of final acceptance.
- (N) Leveling grout under base plates:
 - (1) Grout shall not be installed beneath the light pole foundation anchor plates. The leveling nuts shall remain exposed.

- (2) Type 316 stainless steel wire mesh shall be attached around the perimeter of the base plate that shall extend down to and touch the top of concrete foundation. The purpose of the mesh is to keep debris and insects from gathering beneath the base plate.
- (3) The wire mesh shall be attached to the side of the base plate on all four sides with two stainless steel screws per side.

25.5 CLEANUP

The Contractor shall clean up all concrete and cement materials, equipment and debris upon completion of any portion of the concrete work and upon completion of the entire concrete and related work.

25.6 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment for Cast-In-Place Concrete and the various items described in this Article does not apply.

The Contractor shall consider all work associated with this Article to be paid for under Bid Item No. 3 in the Proposal Schedule.

END OF ARTICLE

ARTICLE XXVI – PORTABLE COMFORT STATION
WITH INTEGRATED PV-BATTERY SYSTEM

26.1 DESCRIPTION

- (A) This article specifies the general requirements of the portable comfort station with an independent, integrated PV-battery system. Coordination with Harbors Construction Engineer is required before ordering the structure. Also before ordering the structure, the contractor shall obtain specific approval by the Harbors Construction Engineer of the floor plan layout of the portable comfort station, as well as all materials of construction, specialty items within the Men's and Women's sections of the trailer, and warranty details.

26.2 WORK INCLUDED

- (A) The Contractor shall provide all labor, materials, equipment, supervision and services required for providing, delivering to site, installation, and all required utility hookup work. The finished installations shall be complete, operable and shall include all work specified herein and shown in the Drawings.
- (B) The work includes purchasing a new portable comfort station with integrated PV-battery system with plug-in for a small inverter generator, minimum 2000W, enough to run and charge the batteries and power the comfort station in case of extended overcast days, delivering to the site and installing according to manufacturer's specifications. Install and connect all required utilities to the new comfort station and existing underground utility system.

The roof mounted PV panels shall be sized to provide enough power to operate all electrical devices within both men's and women's rooms simultaneously, plus enough energy to power a hair dryer, and two 20 A outlets in each unit. The battery storage shall be sized to provide enough power to both units for a power outage lasting a minimum of three days.

Sinks will have hot and cold running touch less water on demand feature. Each restroom will have roof top air vents. The women's and the ADA will have occupied/available door locks on the doors. There will be an electrical plug-in for house power supply as requested. This will be a 2-axel trailer with a 2-5/16 ball coupling and a 7 blade 12V mail plug for towing. There will be 4 two ton jack stabilizers one on each corner front and back for stabilizing and balancing the trailer.

- (C) Air conditioning is not required for the portable comfort station.

- (D) All lighting within the portable comfort station shall be LED.
- (E) Honda 2,000 minimum generator inverter or approved equal, and shall be propane powered. The contractor is responsible for providing a generator that has enough power as described above.
- (F) The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All systems shall be properly adjusted and in working order at the time of final acceptance.
- (G) All concrete, steel reinforcement, miscellaneous metal-work, and earthwork, shall conform to the applicable requirements of the detailed equipment specifications as prescribed in appropriate Articles.
- (H) It is the intent of these Specifications and other Contract Documents to require an installation complete in every detail. Consequently, the Contractor will be responsible for minor details or for any special construction which may be found necessary to properly furnish, install, adjust, test, and place in successful and continuous operation, the portable comfort station, skirting around the perimeter of the comfort station, and wooden walkway, and the cost of same shall be included in the contract price.

26.3 REFERENCES

- (A) Comply with the following ordinances: Amended 2018 International Building Code (IBC), National Electrical Code; National Electrical Safety Code, applicable regulations of the National Board of Fire Underwriters; specifications of ANSI, NEMA, UL, IES, and IPCEA; and regulations of the County of Maui.
- (B) Comply with requirements and regulations of electric and telecommunications utilities.
- (C) In the event of conflict between pertinent codes and regulations, and the requirements of the referenced standards, or those indicated in Specifications and on drawings, the provisions of the more stringent shall govern.

26.4 SUBMITTALS

- (A) Submit in accordance with ARTICLE XI - REQUIRED SUBMITTALS, and as listed below:
 1. Shop drawings of comfort station, showing details of floor plan,

elevations and walkway, walkway connection to existing walkway, and stairs. The shop drawings shall show dimensions, materials of construction, water and sewer piping, electrical system, and all other details.

2. Details of skirting system around base of comfort station, and how it is supported.
3. Wind and Seismic tie-down system
4. Acoustical Lay-In Ceiling — product data, product sample
5. Resilient Tile Flooring and Base — product data, color selection chart
6. Painting — product data, color brush-outs

(B) Specialties

1. Signage — product data, color selection charts
2. Sink, Toilet, and Fixture Accessories — product data
3. Stairs, Walkway and Railings — shop drawings, product data
4. Contractor/Manufacturer Warranty

(C) Submit pdf files of shop drawings for all items not adequately detailed or diagrammed in the construction documents.

(D) Shop drawings and catalog cuts of the equipment and products identified in technical section for approval. Detailed shop drawings, product literature, and warranty certifications shall be provided for the photovoltaic solar electrical system, battery, backup generator, and all ancillary equipment associated with the proper installation and operation of the integrated PV-Battery system.

(E) Each submittal shall be prepared with a summary sheet attached to each copy identifying all items included in the submittal.

(F) Incomplete submittals and those without summary sheets will be returned without review. Review and acceptance of shop drawings by Harbors Construction Engineer shall not relieve the Contractor of responsibility to provide for a complete and proper installation.

26.5 PRE-ENGINEERED STRUCTURE:

(A) All drawings and engineering calculations shall be stamped and signed by the applicable design professional (Mechanical/Civil/Electrical/Structural Engineer) with a current registration to practice in the State of Hawaii. The wind and seismic tie-down plan shall be stamped and signed by a registered Structural Engineer with a current registration in the State of Hawaii.

(B) Design Structural Loads: All design structural loads shall be as established in the 2018 IBC except as noted below. Applicable live loads reductions shall apply:

1. Live Loads:

Roof Live Loads	20 PSF
Floor Live Loads	50 PSF

2. Earthquake Design Data:

Risk Category:	II
Importance Factor:	1.0
Mapped Spectral Response Accelerations:	
a. Short Period:	0.99g
b. 1-Second Period:	0.250g
Site Class	E
Spectral Response Coefficients	
a. Short Period:	0.602g
b. 1-Second Period:	0.503g
Design Category:	D

3. Wind Loads: Special attention shall be taken to design and detail for wind uplift loads. Calculations and wind tiedown details shall be provided for review. Wind loads shall be based on the following criteria:

Basic Wind Speed (3-Second Gust, Ultimate):	130 MPH
Effective Nominal Design Wind Speed (3-Second Gust, VEFF-ASD):	101 MPH
Risk Category:	II
Exposure Category:	C

(C) GUARANTEE/WARRANTY: The Contractor/Manufacturer shall jointly guarantee the materials and workmanship of the trailer frame for 5 years from the date of final acceptance. Other installed restroom components shall have a minimum 1-year warranty. Standard manufacturer's material warranties for products used in the construction shall be submitted together with the Contractor/Manufacturer joint guarantee.

The integrated PV-battery system shall be warranted for a minimum of 10 years from the date of final acceptance.

26.6 MATERIALS

(A) Asbestos Prohibition: No asbestos containing materials or equipment shall be used under this section. The contractor shall ensure that all materials and equipment incorporated in the project are asbestos-free.

- (B) All materials utilized in this project shall be equal to or better than the materials specified. The products of other manufacturers are acceptable provided they meet or exceed the material and construction requirements specified herein and are pre-qualified and accepted by written amendment. It is not the intent of these specifications to preclude the manufacturer from utilizing products that are equivalent to the products specified but more available to the manufacturer.
- (C) The following items provide general information of the materials desired for this project. It is not implied to be the only materials for this project. The Contractor/Manufacturer shall be responsible for providing all materials, items, etc. necessary for a complete, finished, operable, pre-engineered structure.
- (D) Unless specified otherwise, all fasteners, hardware, etc. shall be non-corrosive or corrosion resistant materials.
- (E) Structural Framing:
1. Floor framing shall be treated micro-lam beams or galvanized structural steel. Floor decking shall be 3/4" thick, APA Rated Sheathing, Exposure 1, veneered panels conforming to PS 1, tongue-and-groove, with sanded face.
 2. Roof framing shall be treated micro-lam beams or galvanized structural steel with treated 2x wood rafters. Roof decking shall be 3/4" thick, APA Rated Sheathing, Exposure 1, veneered panels conforming to PS 1, tongue-and-groove, with sanded face.
- (F) Concrete:
1. Cast-In-Place concrete, including reinforcement: As specified in Article XXV.
- (G) Wood and Plastic:
1. Carpentry:
 - a. Provide kiln-dried lumber having a moisture content from time of manufacture until time of installation not greater than values required by the applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
 - b. Cabinetry shall be flush overlay construction using 3/4" thick plywood cases and shelves (exposed) with plastic laminate finish. Interior of cabinets and doors shall have melamine or paint finish.

- c. Countertops shall be 3/4" thick plywood and plastic laminate finish. Backsplash shall be 4" high with plastic laminate finish.
 - d. Shelves (concealed) shall be 3/4" thick plywood with solid wood edging, with melamine finish or painted. Shelves shall be fixed at base cabinets and adjustable at wall cabinets.
 - e. Plastic laminate shall be approximately 0.049" thick, general-purpose grade.
 - f. Hardboard for drawer bottoms shall conform to U.S. Department of Commerce Product Standard PS 58, tempered type, 1/4" thick.
 - g. Cabinet doors and drawers shall have locks and hardware.
2. All lumber shall be preservative treated.

(H) Thermal, Acoustical and Moisture Protection:

1. Insulation (exterior wall), shall be ASTM C-665, Type I, ASTM E119, ASTM E136, unfaced fiberglass sound attenuation batt insulation, having a flame spread surface burning characteristic and smoke developed rating of 50, as tested per ASTM E84. Thermal resistance value (R Value): 11. Insulation shall be approximately 3-1/2" thick in width to friction fit between studs and/or framing members. Where larger studs are used, thicker insulation may be used. Insulation should not be compressed tightly into the wall cavity.
2. Insulation (roof), shall be ASTM C 665, Type III, Class A, having a flame spread rating of 25 or less and a smoke developed rating of 50 or less when tested in accordance with ASTM E 84. 6.25 inch thick foil reinforced kraft faced (RKF) fiberglass system. Thermal resistance value (R Value): 19. Install insulation to the underside of the roof decking between roof rafters. Securely install insulation to avoid sagging or falling. At the manufacturer's option, R19 blow-in cellulose insulation is also acceptable.
3. Metal roofing system shall be pre-formed, standing seam, 24 gauge aluminum zinc alloy-coated sheet steel, conforming with ASTM A-792 AZ-50, secured by hidden clips which allow for expansion and contraction. Panel seams shall be interlocking, 1- 1/2" to 2" high and spaced 12" o.c. Panels

shall be installed with minimum horizontal joints.

4. Metal roofing panels shall be coated with 1.0 mil fluoropolymer or fluoroceram coating system on the exterior side with 1.0 mil polyester off-white backer. Color shall be selected by Harbors Construction Engineer.
5. Flashing and sheet metal, including gutters, shall be fabricated out of 24 gauge aluminum zinc alloy-coated sheet steel, conforming with ASTM A-792 AZ-50, to match roofing.
6. Downspouts shall be schedule 40 PVC painted to match siding. Downspouts shall discharge onto precast concrete splash blocks.
7. Sealants shall conform to the reference documents listed for each use. Color of sealant and calking shall match adjacent surface color unless specified otherwise. For ASTM C 920 sealants, use a sealant that has been tested on the type(s) of substrate to which it will be applied.
 - i. Interior Sealants: ASTM C 920, Type S or M, Grade NS, Class 12.5, Use NT. For use to seal general building construction joints, windows, doors, etc.
 - ii. Exterior Sealants: For joints in vertical surfaces, provide ASTM C 290, Type S or M, Grade NS, Class 25, Use NT. For joints in horizontal surfaces, provide ASTM C 920, Type S or M, Grade P, Class 25, Use T. For use to seal general building construction joints, windows, doors, etc.
 - iii. Floor Joint Sealant: ASTM C 920, Type S or M, Grade P, Class 25, Use T. Color of sealant shall be as selected.
 - iv. Acoustical Sealant: ASTM C 920, Type S or M, Grade NS, Class 12.5, Use NT. For use in acoustical conditions where sound transmission is critical.
 - v. Sanitary Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT, G and A. For use around plumbing fixtures and areas of high moisture. Single component acetoxy silicone sealant.
 - vi. Primer for Sealants: Provide non-staining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.
8. Bond Breakers: Provide type and consistency recommended by the sealant manufacturer for the particular application.

9. Backstops: Provide glass fiber roving or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by the sealant manufacturer. Backstop material shall be compatible with the sealant. Do not use oakum and other types of absorptive materials as backstops.
10. Interior walls between rooms, and walls around restrooms, shall be insulated and constructed to provide an STC-55 sound transmission rating.

(I) Door and Windows:

1. Metal doors and frames shall be galvanized, hollow metal flush doors, extra heavy duty Type III, 16 gauge. Metal frames shall be galvanized, 16 gauge. Comply with the Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100). Vision panels shall have full metal frames with 1/4" clear, tempered, safety glass with neoprene gaskets.
2. Vinyl sliding windows shall be .080 thick, white, polyvinyl chloride (PVC) walls and welded corners, stainless steel hardware, and 1/4" thick clear tempered safety glass with insect screens. Sliding windows shall be as manufactured by Insulate Industries or approved equal, conforming to AAMA Class HS — LC25 standards.
3. Finish hardware shall be Type 316 stainless steel or better.
4. Provide aluminum security screens.

(J) Finishes

All finishes shall be selected for commercial or institutional quality, durability, corrosion resistance and performance.

1. Interior walls - Gypsum wallboard shall be 5/8" thick, vinyl wrap sheet rock (VWSR), complying with the "Standard Specifications for Gypsum Wallboard", ASTM designation C35. Use moisture resistant VWSR at toilets, janitor's closets, and clean rooms.
2. Interior ceilings — Suspended acoustical lay-in panels.
3. Resilient tile flooring shall be 12" x 12" x 1/8" thick vinyl composition tile, conforming to Fed. Spec. SS-T-312B, Type IV, Comp 1 and/or ASTM F-10667-87, Class 2, Comp 1, factory

waxed. Install at all interior spaces.

4. Resilient base shall be vinyl or rubber, 4" high, top-set, cove base, 1/8" thick, with smooth exposed surface and textured bonding surface on its unexposed face. The rubber or vinyl material shall be free from offensive odor and its color shall be uniform throughout the thickness of the base.
6. Painting shall be performed by skilled and trained personnel in the application of paint materials being used for this structure. All paints shall be by a single manufacturer, approved and complying with the standards and quality assurances of the Master Painters Institute (MPI). All paints shall be of commercial or institutional quality and selected for the appropriate use and contain no or low VOCs. All exterior finish materials shall contain mildewcide for mildew resistance.

Minimum application shall be prime and two finish coats unless manufacturer's written instructions require additional coats. Minimum coverage application shall be as specified by the manufacturer. AU paints shall have a semi-gloss finish.

(K) Skirting Around Perimeter of Trailer

1. Skirting shall be installed around the perimeter of the comfort station. The skirting shall be constructed of a composite material that can resist warping, fading, and cracking.
2. The color of the skirting shall match closely with the exterior color of the comfort station.
3. The skirting shall be oriented either horizontally or vertically, with 1/2" wide gaps between slats. The slats shall be a minimum 1/2" thick and a maximum of 3" wide.
4. The support frame for the skirting shall also be composite material and shall be connected to the underside of the trailer as well as the pavement.
5. All screws/fasteners that connect the skirting to the frame, the frame to the trailer, and the frame to the pavement shall be Type 316 stainless steel.

(L) Specialties

1. Room name signs shall be fiberglass, non-corrosive, 3-ply laminate, approximately 3/16" to 1/4" thick, 2" high, with

raised, smooth finish letters, characters and braille without borders. Background to be non-glare, fiberglass core color. Characters shall have the following features:

- a. Depth: Raised characters and Braille shall be 1/32 inch minimum above their background.
- b. Case: Characters shall be uppercase.
- c. Style: Characters shall be sans serif. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms.
- d. Character Proportions: Characters shall be selected from fonts where the width of the uppercase *Refer "O"* is 55 percent minimum and 110 percent maximum of the height of the uppercase "I".
- e. Character Height: Character height measured vertically from the baseline of the character shall be 5/8 inch minimum and 2 inches maximum based on the height of the uppercase letter "I".
- f. Stroke Thickness: Stroke thickness of the uppercase letter "I" shall be 15 percent maximum of the height of the character.
- g. Character Spacing: Character spacing shall be measured between the two closest points of adjacent raised characters within a message, excluding work spaces. Where characters have rectangular cross sections, spacing between individual raised characters shall be 1/8 inch minimum and 4 times the raised character stroke width maximum. Where characters have other cross sections, spacing between individual raised characters shall be 1/16 inch minimum and 4 times the raised character stroke width maximum at the base of the cross sections, and 1/8 inch minimum and 4 times the raised character stroke width maximum at the top of the cross sections. Characters shall be separated from raised borders and decorative elements 3/8 inch minimum.
- h. Line Spacing: Spacing between the baselines of separate lines of raised characters within the message shall be 135 percent minimum and 170 percent maximum of the raised character height.
- i. Braille: Braille shall be contracted (Grade 2). Braille dots shall have a domed or rounded shape.

- j. Provide special clear message slots, as indicated on the drawings, with clear top and provisions to allow the insertions of 1/16 inch maximum thickness message strips to be furnished by the users.
 - k. Exit signs shall be similar to room signs without clear message slots, having raised text and Grade 2 Braille.
 - l. Room Signs shall comply with 2010 ADA Standards for Accessible Design, Section 703. Colors shall be as selected by the Harbors Construction Engineer.
2. Accessories: The following accessories shall be heavy duty in materials and construction, and shall be capable of use within an industrial setting.
- a. Stainless Steel Grab Bars: Concealed mounting, Comply with ADA Standard Section 609.
 - b. Mirror with Stainless Steel Frame and Shelf: 18" wide x 30" high.
 - c. Toilet Paper Dispenser, stainless steel.
 - d. Sanitary Napkin Disposal, stainless steel.
 - e. Waste Receptacle, stainless steel.
 - f. Mop and broom holder: 3 holders, stainless steel.
 - g. Paper towel dispenser: satin stainless steel, hands-free.
 - h. Toilet Seat Cover Dispenser: satin stainless steel.
 - i. Soap Dispenser: Hands-free type, stainless steel
 - j. Porcelain water closets
 - k. Stainless steel sinks.

26.7 FABRICATION (FACTORY):

- (A) Manufacturer shall employ skilled and experienced personnel, fully supervised and trained in the manufacture of modular structures and the application and installation of materials and equipment specified for use in this project.

- (B) All materials shall be installed in conformance with building codes, product manufacturer's written requirements and recommendations, and industry standards. Where conflicting requirements and recommendations occur, the more stringent shall apply unless permitted otherwise in writing by Harbors Construction Engineer.
- (C) To the greatest extent possible, the comfort station shall be fully finished and equipped at the factory to minimize field work. Field work should be limited to connecting the modules together including utilities and finishing of the joined areas.

26.8 DELIVERY/SHIPPING:

- (A) Contractor shall be responsible for all shipping and transportation arrangements, charges and permits required to have the modules delivered to the job site from the point of manufacture.
- (B) Contractor shall coordinate the delivery of the comfort station for installation upon delivery to the site. On-site storage is limited and should not be delivered until ready for installation. Off-site storage, if required, shall be arranged and paid by the Contractor.
- (C) All modules shall be protected with temporary shipping supports and protective covering prior to the transport from the factory.

26.9 INSTALLATION/ASSEMBLY (JOB SITE):

- (A) All site utility work and foundation work shall be completed prior to taking delivery of the comfort station.
- (B) Upon delivery of the comfort station, set in place as indicated on the drawings. Connect to all site utilities and anchor to the ground.
- (C) The comfort station shall be set-in place level and plumb.
- (D) Remove all temporary shipping supports and protective covering and dispose accordingly.
- (E) All anchoring devices and connectors shall be of non-corrosive materials, installed and removable with standard common tools.
- (F) Provide removable open stat skirting at full perimeter of building with lockable access doors or panels.
- (G) Stairs, ramps and railings shall be set-in place level and plumb.

26.10 EQUIPMENT MANUALS AND INSTALLATION/ASSEMBLY INSTRUCTIONS:

- (A) Furnish in a hard cover binder with table of contents and dividers, 4 copies of all equipment operation and repair manuals.

- (B) Furnish in a hard cover binder with table of contents and dividers, 4 copies of plans, shop drawings, specifications, etc. of the construction installation and assembly details and instructions. Information and details shall clearly illustrate, in clear drawings and layman language, the procedures and requirements for assembly and disassembly of the modules. Information shall include all temporary measures required to protect or support the structures during disassembly, assembly and transport.

26.11 CLEAN-UP

- (A) Remove as required, and dispose of, all debris from the project site. The Contractor shall maintain the project site in a clean and neat state.

- (B) Upon completion of the installation of the comfort station, and prior to the transferring of the structure to Harbors Construction Engineer, the Contractor shall make all necessary touch-ups and clean all surfaces, fixtures, furnishings and equipment to the satisfaction of the Harbors Construction Engineer.

26.12 BASIS OF MEASUREMENT AND PAYMENT

Measurement and payment to procure, deliver to site, install portable comfort station, including all required utilities and utility hookups, in place complete, and the various items described in this Article shall not be measured.

END OF SECTION

ARTICLE XXVII - ARCHEAOLOGICAL MONITORING
CONVENTIONS AND METHODOLOGY

27.1 General

The following Monitoring Conventions and Methodology is an example of the responsibilities that the Contractor may have in conducting Archaeological Monitoring duties during construction. An Archaeological Monitoring Plan (AMP) that is applicable specifically to this project will be provided at a later date in the form of an addendum. This AMP may have Monitoring Conventions and Methodology procedures that are substantially different from the example that is provided below.

- (A) A qualified archaeologist familiar with the project area and the results of previous archaeological work conducted in the project area will monitor all ground altering construction activities. If significant deposits or features are identified and additional field personnel are required, the archaeologist will notify the contractor or representatives before additional personnel are brought to the site.
- (B) One archaeological monitor will be present for each piece of ground altering machinery within both natural and disturbed contexts.
- (C) If features or cultural deposits are identified during Monitoring, the on-site archaeologist will have the authority to temporarily suspend construction activities at the significant location so that the cultural feature(s) or deposit(s) may be fully evaluated and appropriate treatment of the cultural deposit(s) is conducted. The SHPD will be contacted to establish feature significance and potential mitigation procedures. Treatment activities primarily include documenting the feature/deposit by plotting its location on an overall site map, illustrating a plan view map of the feature/deposit, profiling the deposit in three dimensions, photographing the finds—with the exception of human burials, collecting any artifacts and/or significant soil samples, and triangulating the finds. Construction work and/or back-filling of excavation pits or trenches will only continue in the sample location when all documentation has been completed.
- (D) Control stratigraphy in association with subsurface cultural deposits will be noted and photographed, particularly those containing significant quantities or qualities of cultural materials. If deemed significant by SHPD and the contracting archaeological firm, these deposits will be sampled.
- (E) In the unlikely event that human remains are encountered, all work in the immediate area of the find will cease; the area will be secured from further activity until burial protocol has been completed. The SHPD Maui-island archaeologist and SHPD-Maui Island Culture History branch will both be immediately contacted about the inadvertent discovery of human remains on the property. Notification of the inadvertent discovery will also be made to the Maui Island Burial Council by the SHPD or the archaeologist. A determination of the minimum number of individuals (MNI), age(s), and ethnicity of the burial(s) will be ascertained in the field. Rules outlined in Chapter 6e, Section 43 shall be followed. Stratigraphic profiles, site plan

view maps, and illustrative documentation of skeletal parts will be recorded to document the burial(s). The burial location will be identified and marked. If a burial is disturbed during trench excavations, materials excavated from the vicinity of the burial(s) will be manually screened through 1/8-inch wire mesh screens to recover any displaced skeletal material. If the remains are to be removed, the work will be in compliance with HRS 6.E-43.6, Procedures Relating to the Inadvertent Discovery of Human Remains after approval from all parties (SHPD, Burial Council).

- (F) To ensure that contractors and the construction crew are aware of this Archaeological Monitoring Plan and possible site types to be encountered on the parcel, a brief coordination meeting will be held between the construction team and monitoring archaeologist prior to initiation of the project. The construction crew will also be informed as to the possibility that human burials could be encountered and how they should proceed if they observe such remains.
- (G) The archaeologist will provide all coordination with the contractor, SHPD, and any other group involved in the project. The archaeological firm will coordinate all monitoring and sampling activities with the safety officers to ensure that proper safety regulations and protective measures meet compliance. Close coordination will also be maintained with construction representatives in order to adequately inform personnel of the possibility that open archaeological units or trenches may occur in the project area.
- (H) As necessary, verbal reports will be made to SHPD and any other agencies as requested. The contracting archaeologist will notify the SHPD via written document when the work commences.

27.2 LABORATORY ANALYSIS

All samples collected during the project, except human remains, will undergo analysis at a qualified laboratory. In the event that human remains are identified, the SHPD will be immediately consulted per their disposition (remain in place or re-locate).

Photographs, illustrations, and all notes accumulated during the project will be curated. All retrieved artifact and midden samples will be thoroughly cleaned, sorted, and analyzed. Significant artifacts will be photographed, sketched, and classified (qualitative analysis). All metric measurements and weights will be recorded (quantitative analysis). These data will be presented in tabular form within the final monitoring report.

Midden samples will be minimally identified to major class (e.g., bivalve, gastropod mollusk, echinoderm, fish, bird, mammal). All data will be clearly recorded on standard laboratory forms, which also include number and weight (as appropriate) of each constituent category. These counts will also be included in the final report.

Should any samples amenable to dating be collected from a significant cultural deposit, they will be prepared in the SCS laboratory and submitted for specialized radiocarbon analysis. While primary emphasis for dating is placed on charcoal samples, we do not preclude the use of other material such as marine shell or nonhuman bone materials. SCS

will consult with SHPD and the client if radiocarbon dates are deemed necessary.

All stratigraphic profiles will be drafted for presentation in the final report. Representative plan view sketches showing the location and morphology of identified sites/features/deposits will be compiled and illustrated.

27.3 CURATION

The archaeological monitoring firm will curate all recovered materials (except human remains, which would remain on-site in a secure area) until a permanent, more suitable curation center is identified. The land owner may request to curate all recovered cultural materials once analysis has been completed.

27.4 REPORTING

An Archaeological Monitoring report documenting the project findings and interpretation, following SHPD guidelines for Archaeological Monitoring reports, will be prepared and submitted 180 days after the completion of fieldwork. This time line is requested to account for any radiocarbon age determinations (typically 30–45 days), if necessary.

If cultural features or deposits are identified during fieldwork, the sites will be evaluated for historical significance and assessed under State and Federal Significance Criteria. The Archaeological Monitoring report will be drafted until accepted by SHPD and will be submitted to both SHPD and to the client.

27.5 MEASUREMENT AND PAYMENT

Payment for these services will be paid according to Bid Item No. 5 in the Proposal Schedule.

<u>ITEM NO.</u>	<u>PAY ITEM</u>	<u>PAY UNIT</u>
5	Archaeological Monitoring	F.A.

END OF ARTICLE

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
HARBORS

PROPOSAL

PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS

PROJECT: INSTALLATION OF PORTABLE COMFORT STATION
AND SEWER LINE EXTENSION
KAHULUI HARBOR, MAUI, HAWAII

PROJECT NO.: P30251

COMPLETION TIME: All work shall be completed within ONE HUNDRED EIGHTY (180) CALENDAR DAYS from the date indicated in the Notice to Proceed (NTP) by the Department.

LIQUIDATED DAMAGES: THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each calendar day which the Contractor has failed to complete the work or portions of the work on time.

PROJECT MANAGER: Mr. Kelsey Ogomori
DOT- Harbors
79 S. Nimitz Highway
Honolulu, HI 96813
Kelsey.ogomori@hawaii.gov
(808) 587-1958

ELECTRONIC
SUBMITTAL:

Bidders shall submit and upload the complete proposal to HlePRO 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 HlePRO. See SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO 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.

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
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.

HAWAII DEPARTMENT OF TRANSPORTATION, HARBORS
 INSTALLATION OF PORTABLE COMFORT STATION AND SEWERLINE EXTENSION
 KAHULUI HARBOR, MAUI, HAWAII

PROPOSAL SCHEDULE

P30251

<u>PROPOSAL</u>					
ITEM NO.	DESCRIPTION	QUANTITY (a)	UNIT	UNIT PRICE (b)	TOTAL (axb)
1	Mobilization (not to exceed 6% of the sum of all items excluding the bid price of this item)	L.S.	L.S.	L.S.	\$ _____
2	Temporary Water Pollution, Dust, and Erosion Control Work, as described in Article XIII	L.S.	L.S.	L.S.	\$ _____
3	Procure, deliver to site, install portable comfort station, including all required utilities, and sewerline extension, in place complete.	L.S.	L.S.	L.S.	\$ _____
4	Security services initiated and requested by the State. It is intended to provide security outside of normal working hours and escort services as necessary	F.A.	F.A.	F.A.	\$50,000
5	Archaeological Monitoring	F.A.	F.A.	F.A.	\$50,000
TOTAL AMOUNT FOR COMPARISON OF BIDS					\$ _____

Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine

P30251

the lowest responsible bidder.

3. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
4. If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. **Bidders shall submit and upload the complete proposal to HlePRO 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 HlePRO. Bidders shall 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 HlePRO.**

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

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

6. The TOTAL AMOUNT FOR COMPARISON OF BIDS herein shall include all labor, materials, equipment, and incidentals necessary to construct all items, complete in place, all in accordance with the plans and specifications.
7. Submission of a 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. The bidder's attention is directed to Section 2.11 – BID SECURITY of the "General Provisions", as amended by the Special Provisions.
9. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.
10. 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.

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full name or legal title of offeror)

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

FORMS

Contents

Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104 Compliance Certificate

Certification of Compliance for Employment of State Residents

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 Oblige 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 Oblige 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.

- 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 Statutes §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 Chapter 103B, 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.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Notary Signature

Date

NOTARY CERTIFICATION