

**Division of Boating and Ocean Recreation**

**State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
ENGINEERING DIVISION  
Honolulu, Hawaii**

---

**BOARD OF LAND AND NATURAL RESOURCES**

**Suzanne D. Case  
Chairperson**

**CONTRACT SPECIFICATIONS AND PLANS**

**Job No. B46CM79B  
Maintenance Dredging  
at Lahaina Small Boat Harbor  
Lahaina, Maui, Hawaii**

**Civil Engineer: EKNA Services, Inc.**

**December 2016**

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
ENGINEERING DIVISION  
Honolulu, Hawaii

---

CONTRACT SPECIFICATIONS AND PLANS

Job No. B46CM79B  
Maintenance Dredging  
at Lahaina Small Boat Harbor  
Lahaina, Maui, Hawaii

Approved:

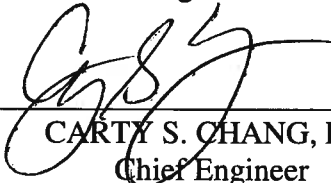


EDWARD R. UNDERWOOD

Administrator

Division of Boating and Ocean Recreation

Approved:



CARTY S. CHANG, P.E.

Chief Engineer

Engineering Division

December 2016

NOTICE TO BIDDERS .....	iii
INFORMATION AND INSTRUCTIONS TO BIDDERS .....	I-1
PROPOSAL.....	P-1
SPECIAL PROVISIONS.....	SP-1
DETAILED SPECIFICATIONS .....	S-1

PLANS (Bound Separately)

DEPARTMENT OF LAND AND NATURAL RESOURCES INTERIM GENERAL  
CONDITIONS, DATED OCTOBER 1994. (Bound Separately)

**NOTICE TO BIDDERS**

(Chapter 103D, HRS)

COMPETITIVE SEALED BIDS for Job No. B46CM79B, Maintenance Dredging at Lahaina Small Boat Harbor, Lahaina, Maui, Hawaii shall be submitted to the Department of Land and Natural Resources, Engineering Division, on the specified date and time through the Hawaii State e-Procurement (HIePRO). HIePRO is accessible through the State Procurement Office website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, and the General Conditions – AG008, latest revision shall be made part of the specifications.

The project is located at Lahaina Small Boat Harbor, Lahaina, Maui, Hawaii.

The work shall generally consist of the removal, transportation, stockpiling, dewatering and disposal of approximately 5,000 to 7,000 cubic yards of sediment from the Lahaina Small Boat Harbor entrance channel and mooring area, and approximately 1,000 to 2,000 cubic yards of sediment from the Mala Boat Ramp basin and entrance channel, including all materials, tools, equipment, labor and other incidental work necessary, as required or called for in this Proposal, Specifications and Plans.

Due to the nature of work contemplated, bidders must possess a valid State Contractor's license A.

A voluntary pre-bid conference will be held at the Engineering Division Conference Room, located at the Kalanimoku Building, 1151 Punchbowl Street, Room 221, Honolulu, Hawaii 96813 on January 10, 2017, at 10:00 a.m.

The estimated cost of construction is \$1,000,000.00 – \$1,600,000.00.

The award of the contract, if it be awarded, will be subject to the availability of funds.

This project is subject to preference for Hawaii Products established by Section 103D, Hawaii Revised Statutes. The Hawaii Product List may be examined at the State Procurement Office website.

Since the estimated cost of construction is \$250,000 or more, the apprenticeship agreement preference pursuant to Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) shall apply.

Should there be any questions, please refer to the HIePRO solicitation.

# INFORMATION AND INSTRUCTIONS TO BIDDERS

## CONTENTS

	<u>Page</u>
A	Project Location and Scope of Work ..... I-2
B	Proposals ..... I-2
C	General Conditions ..... I-2
D	Proposal Form ..... I-2
E	Omissions or Erasures ..... I-2
F	Notice of Intent to Bid and Questionnaire ..... I-2
G	Bid Security ..... I-2
H	Contractor's License Required ..... I-2
I	Irregular Bids ..... I-3
J	Withdrawal of Bids ..... I-3
K	Successful Bidder to File Performance and Payment Bonds ..... I-3
L	Number of Executed Original Counterparts of Contract Documents ..... I-3
M	Change Orders ..... I-3
N	Wages and Hours ..... I-3
O	Permits ..... I-3
P	Property Damage ..... I-4
Q	Time ..... I-4
R	Bidder's Responsibility to Provide Proper Superintendence ..... I-4
S	Liquidated Damages ..... I-4
T	Hiring of Hawaii Residents ..... I-4
U	Water and Electricity ..... I-5
V	Public Convenience and Safety ..... I-5
W	Work to be Done Without Direct Payment..... I-5
X	As-Built Drawings ..... I-5
Y	Asbestos Containing Materials ..... I-5
Z	Worker Safety ..... I-5
AA	Toilet Facilities ..... I-6
BB	Signs ..... I-6
CC	Field Office for Department ..... I-6
DD	Quantities ..... I-6
EE	Other Health Measures ..... I-6
FF	Hawaii Business Requirement ..... I-6
GG	Compliance With §3-122-112 HAR ..... I-7

## INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. PROJECT LOCATION AND SCOPE OF WORK: The project location and scope of work shall be as generally described in the Notice to Bidders.
- B. PROPOSALS: Bidders shall submit their bid, including the completed proposal form, bid bond, and any other documents required by the solicitation as part of their bid through the State of Hawaii e-Procurement System (HIePRO). See Item D, PROPOSAL FORM.
- C. GENERAL CONDITIONS: The Department of Land and Natural Resources Interim General Conditions dated October 1994, as amended, shall be made a part of these contract specifications and are referred to hereafter as the General Conditions.
- D. PROPOSAL FORM: **The Bidders shall fill out and upload the electronic copy of the proposal form to the HIePRO website when submitting the bid. Bid Proposals shall not be mailed, faxed or delivered to the State, unless requested to do so after the designated closing date. The successful Bidder shall fill out and print a hard copy of the proposal form, sign and submit the form with the contract award package.**
- E. OMISSIONS OR ERASURES: Any proposal which contains any omission or erasure or alteration not properly initialed, or conditional bid, or other irregularity may be rejected by the Board of Land and Natural Resources (Board).
- F. NOTICE OF INTENT TO BID AND QUESTIONNAIRE:  
A Notice of Intent to Bid is not required for this project. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a questionnaire. When requested by the State, the completed questionnaire shall be submitted to the Chief Engineer for evaluation. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.
- G. BID SECURITY: A bid security will be furnished by each bidder as provided in sub-section 2.7 of the General Conditions. The successful bidder's bid security will be retained until Contract execution and furnished a performance and payment bond in an amount equal to one hundred percent (100%) of the total Contract price, including an amount estimated to be required for extra work, is furnished.

The Board reserves the right to hold the bid securities of the four lowest bidders until the successful bidder has entered into a contract and has furnished the required performance bond. All bid securities will be returned in accordance with sub-section 3.5 of the General Conditions.

Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond within the time stated in the proposal, the bid security shall be forfeited as required by law.

- H. CONTRACTOR'S LICENSE REQUIRED: The Board will reject all bids received from contractors who have not been licensed by the State Contractors License Board in accordance

with Chapter 444, HRS; Title 16, Chapter 77, Hawaii Administrative Rules; and statutes amendatory thereto.

- I. IRREGULAR BIDS: No irregular bids or propositions for doing the work will be considered by the Board.
- J. WITHDRAWAL OF BIDS: No bidder may withdraw his bid between the time of the opening thereof and the award of contract.
- K. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BONDS: The successful bidder will be required to file performance and payment bonds each; in the amount equal to the total contract price, including amounts estimated to be required for extra work, as provided in sub-section 3.6 of the General Conditions.
- L. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If requested by the Board, six copies of the Contract, performance and payment bonds shall be executed.
- M. CHANGE ORDERS: No work of any kind in connection with the work covered by the plans and specifications shall be considered as change order work, or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the Chief Engineer (Engineer) and in accordance with sub-section 4.2 of the General Conditions.

The Contractor shall clearly identify and inform the Engineer in writing of any deviations from the contract documents at the time of submission and shall obtain the Engineer's written approval to the specified deviation prior to proceeding with any work.

- N. WAGES AND HOURS: In accordance with sub-sections 7.3 to 7.9 of the General Conditions relative to hours of labor, minimum wages and overtime pay, the current minimum wage rates promulgated by the Department of Labor and Industrial Relations (DLIR) shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site. The minimum wages shall be increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the DLIR.

The Department of Land and Natural Resources will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the said minimum wage rates. The possibility of wage increase is one of the elements to be considered by the Contractor in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the Department under this Contract.

No work shall be done on Saturdays, Sundays, legal State holidays, and/or in excess of eight (8) hours each day without the written consent of the Engineer. Should permission be granted to work at such times, the Contractor shall pay for all inspection administrative costs thereof. No work shall be done at night unless authorized by the Engineer.

- O. PERMITS: The State will process permit applications whenever possible, and the Contractor shall procure the pre-processed permits and pay the required fees. If permit applications are not processed by the State, the Contractor shall process the permit applications, permits and

licenses, and pay all charges and fees. In all cases, the Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work.

- P. **PROPERTY DAMAGE:** It shall be the responsibility of the contractor to respect State property and to prevent damage to existing improvements. The Contractor will be responsible for damages resulting from construction operations. Immediately upon discovery, the Contractor shall repair such damage to the satisfaction of the Engineer.

All trees and shrubbery outside the excavation, embankment or construction limits shall be fully protected from injury.

- Q. **TIME:** The time of completion is specified in the Proposal. It is the Board's intention to insist the Contractor diligently prosecute the work to completion within the specified time.

Prospective bidders are reminded that the State has the option to proceed with or abandon a project depending on whether the project can be completed for occupancy in the specified time.

It is the bidder's responsibility to check the availability of all materials before bidding. The bidder shall select sub-contractors and suppliers who can warrant availability and delivery of all specified or qualified materials to assure project completion within the specified time.

The successful bidder must assume all risks for completing the project by the specified date. There shall be no extension of time for any reason except for delays caused by acts of God, labor disputes involving unions, or actions of the State. If for any reason the project falls behind schedule, the Contractor shall at its own cost, take necessary remedial measures to get the project back on schedule, i.e., working overtime, air freighting all materials, etc. In addition, if the Contractor fails to fully complete the project by the completion date, Contractor will be required to make the facility usable at its own cost.

- R. **BIDDER'S RESPONSIBILITY TO PROVIDE PROPER SUPERINTENDENCE:** The successful low bidder shall designate in writing to the Engineer the name of its authorized superintendent (Superintendent), who will be present at the job site whenever any work is in progress. The Superintendent shall be responsible for all work, receiving and implementing instructions from the Engineer in a timely manner. The cost for superintendence shall be considered incidental to the project.

If the Superintendent is not present at the site of work, the Engineer shall have the right to suspend the work as described under sub-section 5.5 c. and 7.20 - Suspension of Work of the General Conditions.

- S. **LIQUIDATED DAMAGES:** Liquidated damages in the amount specified in the Proposal will be assessed for each and every calendar day from and after the expiration of the time period stated in the Contract for the completion of the project.

- T. **HIRING OF HAWAII RESIDENTS:** The Contractor shall comply with Act 68, SLH 2010, in the performance and for the duration of this contract. The Contractor shall ensure that Hawaii residents compose not less than eighty percent of the workforce employed to perform the contract work on the project. The eighty percent requirement shall be determined by



dividing the total number of hours worked on the contract by Hawaii 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 with shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

The requirements shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.

- U. **WATER AND ELECTRICITY**: The Contractor shall make all necessary arrangements and pay all expenses for water and electricity used in the construction of this project.
- V. **PUBLIC CONVENIENCE AND SAFETY**: The Contractor shall conduct construction operations with due regard to the convenience and safety of the public at all times. No materials or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of the public. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the General Conditions.
- W. **WORK TO BE DONE WITHOUT DIRECT PAYMENT**: Whenever the contract that the Contractor is to perform work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that the Contractor shall perform such work or furnish said materials without extra charge or allowance or direct payment of any sort. The cost of performing such work or furnishing said material is to be included by the Contractor in a unit price for the appropriate item unless it is expressly specified that such work or material is to be paid for as extra work.
- X. **AS-BUILT DRAWINGS**: As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required. All authorizations given by the Engineer to deviate from the plans shall be drawn on the job site plans. All deviations from alignments, elevations and dimensions which are stipulated on the plans shall be recorded on the as-built drawings. Final as-built drawings shall be submitted to the Engineer for review and approval. After the Engineer approves the as-built drawings, the contractor shall submit an electronic copy in Adobe PDF format on CD ROM.
- Y. **ASBESTOS CONTAINING MATERIALS**: The use of asbestos containing materials or equipment is prohibited. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free
- Z. **WORKER SAFETY**: The Contractor shall provide, install and maintain in satisfactory condition all necessary protective facilities and shall take all necessary precautions for the protection and safety of its workers in accordance with the Occupational Safety and Health Standards for the State of Hawaii. The Engineer shall have the right to suspend the performance of the work in accordance with sub-section 7.20 - Suspension of Work of the

General Conditions.

- AA. **TOILET FACILITIES:** All toilet facilities constructed at the project site shall be in accordance with the Public Health Regulations of the State Department of Health (DOH). All necessary precautions shall be observed at the project site. The use of sanitary facilities shall be strictly enforced and workers violating these provisions shall be promptly discharged.
- BB. **SIGNS:** Whenever the project involves closing or obstructing any public thoroughfare, the Contractor shall provide traffic signs conforming to the applicable provisions of the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration as directed by the Engineer for the purpose of diverting or warning traffic prior to the construction area. All traffic signs shall bear proper wording stating thereon the necessary information as to diverting or warning traffic.

When indicated in the Proposal, the Contractor shall provide a project sign, size 4'-0" x 7'-0" to be placed as directed by the Engineer. The sign shall be constructed in accordance with Section 01581 - Project Sign of these specifications and approved by the Engineer. All wording, type and size of lettering and color selection shall be as specified in these specifications or as approved by the Engineer.

All signs shall be kept neat and clean, and properly erected at all times.

- CC. **FIELD OFFICE AREA FOR DEPARTMENT:** When indicated in the Proposal, the Contractor shall provide a housed working area of at least 100 square feet adjacent to the Contractor's office for the Department's use. This area will be used by the Engineer to perform tests and to store equipment. As a minimum, the field office shall include the following: standard sized office desk and chair, lighting, ventilation, window-type air conditioning rated at 5,000 BTU, door and window with locking hardware, electrical outlets, and working communications facilities (a cellular telephone is acceptable). The Department will pay for all long distance toll charges made by the Engineer.
- DD. **QUANTITIES:** All bids will be compared on the basis of quantities of work to be done as shown in the Proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Board reserves the right to increase or decrease the quantities given under the items or delete items entirely as may be required during the progress of the work.
- EE. **OTHER HEALTH MEASURES:** Forms of work site exposure or conditions which may be detrimental to the health or welfare of workers or of the general public shall be eliminated or reduced to safe levels as required by the DOH codes, standards, and regulations. Suitable first aid kits and a person qualified to render first aid, as specified in the DOH regulations, shall be provided at all times when work is scheduled.
- FF. **HAWAII BUSINESS OR COMPLIANT NON-HAWAII BUSINESS REQUIREMENT:** Bidders (Contractors) shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR.

GG. COMPLIANCE WITH §3-122-112 HAR:

As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the apparent low bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. **TAX CLEARANCE REQUIREMENTS (HRS Chapter 237):** Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. **Department of Labor (DLIR) “Certificate of Compliance”.** (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. **Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “Certificate of Good Standing”.** Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor Compliance” indicating the bidder’s status is compliant with the requirements of §103D-310(c), HRS, and shall be accepted for contracting and final payment purposes. Bidders that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

PROPOSAL

FOR

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
ENGINEERING DIVISION

Job No. B46CM79B  
Maintenance Dredging  
at Lahaina Small Boat Harbor  
Lahaina, Maui, Hawaii

\_\_\_\_\_, 2016

Chief Engineer  
Engineering Division  
Department of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Dear Sir:

The undersigned, having carefully examined the local conditions and all available records and information covering conditions which may affect the cost of the work to be performed, and having carefully examined the Plans and Specifications, and other contract documents, hereby proposes to furnish and pay for all materials, tools, equipment, labor and other incidental work necessary to remove, transport, stockpile, dewater and dispose of the sediment from the Lahaina Small Boat Harbor entrance channel and mooring area, and sediment from the Mala Boat Ramp basin, as required or called for in this Proposal, all according to the true intent and meaning of the Notice to Bidders, Information and Instructions to Bidders, Proposal, Detailed Specifications, Interim General Conditions, Plans, and any and all addenda for:

Job No. B46CM79B  
Maintenance Dredging  
at Lahaina Small Boat Harbor  
Lahaina, Maui, Hawaii

on file in the office of the Engineering Division for the TOTAL SUM BID (Items 1 to 10) of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

and will fully complete all work under this contract within **120** consecutive calendar days from the date of written notice to proceed, including date of said order, said total sum being itemized on the following page.

## PROPOSAL

Item No.	Quantity	Unit	Description	Unit Price	Total
1.		LS	Mobilization and Demobilization. (Not to Exceed 10% of the Total Sum Bid).	Lump Sum	\$ _____
2.		LS	Dredging at Lahaina Small Boat Harbor (5,000 CY), including installing pollution controls, transporting, hauling, dewatering, stockpiling, disposing of the dredged material, incidentals and appurtenant work.	Lump Sum	\$ _____
3.	2,000	C.Y.	Dredging at Lahaina Small Boat Harbor in excess of 5,000 CY, including installing pollution controls, transporting, hauling, dewatering, stockpiling, disposing of the dredged material, incidentals and appurtenant work.	\$ _____	\$ _____
4.	1,000	C.Y.	Dredging at Lahaina Small Boat Harbor in excess of 5,000 CY, including installing pollution controls, transporting, hauling, dewatering, stockpiling, disposing of the dredged material, incidentals and appurtenant work.	\$ _____	\$ _____
5.		LS	Dredging at Mala Boat Ramp (1,000 CY), including installing pollution controls, transporting, hauling, dewatering, stockpiling, disposing of the dredged material, incidentals and appurtenant work.	Lump Sum	\$ _____
6.	500	C.Y.	Dredging at Mala Boat Ramp in excess of 1,000 CY, including installing pollution controls, transporting, hauling, dewatering, stockpiling, disposing of the dredged material, incidentals and appurtenant work.	\$ _____	\$ _____
7.	500	C.Y.	Dredging at Mala Boat Ramp in excess of 1,000 CY, including installing pollution controls, transporting, hauling, dewatering, stockpiling, disposing of the dredged material, incidentals and appurtenant work.	\$ _____	\$ _____
8.		LS	Project Sign	Lump Sum	\$ _____
9.		ALLOW	Miscellaneous work as directed by the Engineer	Allowance	\$ 20,000.00
10.		LS	Field Office	Allowance	\$ 10,000.00
			<b>Total Sum Bid (Items 1-10)</b>		\$ _____

**HAWAII PRODUCTS PREFERENCE AND/OR USE OF HAWAII PRODUCTS**

In accordance with Act 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii products may be available for items noted on the Offer Form. The Hawaii Products List is available on the SPO webpage at <http://hawaii.gov/spo>. Click on *Procurement of Goods, Services and Construction-Chapter 103D, HRS*; under *Procurement* click on *Preferences, Hawaii Products* and select *Hawaii Products List* to view.

Bidder offering a Hawaii product (“HP”) shall identify the HP in the table below. Any person desiring a Hawaii product preference shall have the product(s) certified and qualified, if not currently on the Hawaii Products List, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii Product List, shall complete Form SPO-38, *Certification for Hawaii Product Preference*, and submit the completed form to the Procurement Officer providing any additional information required by the Procurement Officer. One form shall be completed and submitted for each product. Form SPO-38 is available on the SPO webpage at <http://hawaii.gov/spo>, under the *Quicklinks* menu click on *Forms for Vendors/Contractors/Services Providers*.

For the purpose of selecting the low bid when a solicitation contains both HP and non-HP, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP item(s) offered. The lowest total offer, taking the preference into consideration, shall be awarded the contract, unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

In the event of any change that materially alters the bidder’s ability to supply the Hawaii product(s), the bidder shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purpose of revising the contract or terminating the contract for convenience.

Item No.	Pre-Approved Hawaii Product Description & Manufacturer	Class (I or II)	Quantity	Unit Measure	Unit Price	Total Price

**RECYCLED PRODUCTS PREFERENCE**

This project allows a 10% price preference for recycled products in accordance with HRS 103D-1005. Bidders are required to complete this section. **FAILURE TO COMPLETE THIS SECTION MAY BE SUFFICIENT CAUSE FOR REJECTION OF THE BID.**

Only the following products are being considered for the recycled product preference. Please indicate your selection of recycled or non-recycled product by indicating its cost FOB jobsite unloaded in the schedule below, including applicable General Excise & Use Taxes.

<u>DESCRIPTION</u>	<u>RECYCLED PRODUCT COST</u>	<u>NONRECYCLED PRODUCT COST</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

The bidder requesting a recycled product preference by his selection above, shall also complete and submit the form "CERTIFICATION OF RECYCLED CONTENT" as shown in the Interim General Conditions and provide all supporting information with this proposal. Additional information may be requested to qualify a product.

The following definitions are applicable to the CERTIFICATION OF RECYCLED CONTENT form:

"Post-consumer recovered material" means any product used by a consumer, including a business that purchases the material, that has served its intended end use, and that has been separated or diverted from the solid waste stream for the purpose of use, reuse, or recycling.

"Product" includes materials, manufactures, supplies, merchandise, goods, wares, and foodstuffs.

"Recovered material" means waste material and by-products that have been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling. Recovered material does not include those materials and by-products that are generated and normally reused on-site or within original manufacturing processes (such as mill broke, in the case of paper products).

"Recycled content" means the percentage of a product composed of recovered material, or post-consumer recovered material, or both.

"Recycled product" means a product containing recovered material, or post-consumer recovered material, or both.

The bidder agrees that preference for recycled products shall be taken into consideration to determine the low bidder in accordance with said Section and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive any preference.

## APPRENTICESHIP AGREEMENT PREFERENCE

1. If applicable to this project, any bidder seeking the preference must be a party to an apprenticeship agreement registered with the State Department of Labor and Industrial Relations (DLIR) at the time the bid is submitted for each apprenticeable trade the bidder will employ to construct the project. "Employ" means the employment of a person in an employer-employee relationship.
  - a. The apprenticeship agreement shall be registered with the DLIR and conform to the requirements of Hawaii Revised Statutes Chapter 372.
  - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain preference.
  - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
  
2. A bidder seeking the preference must state the apprenticeable trade the bidder will employ for each trade to be employed to perform the work by submitting a completed signed original Certification Form 1 verifying participation in an apprenticeship program registered with DLIR. "Apprenticeable trade" shall have the same meaning as "apprenticeable occupation" pursuant to Hawaii Administrative Rules (HAR) §12-30-5.
  - a. The *Certification Form 1* shall be authorized by an apprenticeship sponsor listed on the DLIR list of registered apprenticeship programs. "Sponsor" means an operator of an apprenticeship program and in whose name the program is approved and registered with the DLIR pursuant to HAR §12-30-1.
  - b. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor.
  - c. The completed signed original Certification Form 1 for each trade must be submitted with the bid. Previous certifications shall not apply.
  - d. When filling out the *Certification Form 1*, the name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the DLIR website. "Registered apprenticeship program" means a construction trade program approved by the DLIR pursuant to HAR §12-301 and §12-30-4.
  - e. The *Certificate Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://hawaii.gov/labor/wdd>.
  
3. Upon receiving the *Certification Form 1*, the Procurement Officer will verify that the apprenticeship program is on the List of Construction Trades in Registered Apprenticeship Programs and that the form is signed by an authorized official of the Apprenticeship Program Sponsor. If the programs and signature are not confirmed by the DLIR, the bidder will not qualify for the preference.
  
4. If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's bid amount by five percent (5%) for evaluation purposes.
  
5. Should the bidder qualify for other preferences (e.g. Hawaii Products), all applicable preferences shall be applied to the bid price.



## CONDITION OF AWARD

It is understood that the award of the contract will be made on the basis of the lowest responsible Total Sum Bid (Items 1 to 10) selected by the Board of Land and Natural Resources. Write the total of bid items 1 to 10 on page P-1.

In the event the low bid is below the available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized to award Additives to the lowest bidder. The award of Additives may be in any order or combination such that the Base Bid plus Additives do not exceed the available funds.

It is understood and agreed that the Board of Land and Natural Resources reserves the right to reject any and/or all bids and waive any defects when, in the Board's opinion, such rejection or waiver will be for the best interest of the State of Hawaii.

In the event all bids exceed available funds certified by the appropriate fiscal officer, the head of the purchasing agency responsible for the procurement in question is authorized in situations where time or economic considerations preclude resolicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. It is understood and agreed upon that the head of the purchasing agency may delete a portion or all of any item(s) in the proposal at the stated unit or lump sum price as necessary to stay within the available funding. The bidder is responsible to make an earnest effort to represent the actual cost of each item, including all materials, labor, equipment, overhead and profit in their bid proposal to preclude claims of anticipated profit or loss of profit because of an unbalanced bid proposal.

It is also understood that if a mutually agreeable cost for the reduced scope of work necessitated by a lack of available funds cannot be agreed upon between the bidder and the head of the purchasing agency within 14 calendar days after the bid opening, then the bid may be rejected in the best interest of the purchasing agency, and the head of the purchasing agency may negotiate in progressive order (lowest to highest) with the next lowest responsible and responsive bidder.

It is also understood and agreed that the award of the contract shall be conditioned upon funds being made available for this project and further upon the right of the Board of Land and Natural Resources to hold all bids received for a period of sixty (60) days from the date of the opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

It is also understood that Notice to Proceed may be delayed up to one (1) year after the bid opening date, and that no additional compensation will be provided for any claim for escalation or delay for issuance of Notice to Proceed on or before that date.

It is also understood and agreed that the quantities given herewith are approximate only and are subject to increase or decrease, and that the undersigned will perform all quantities of work as either increased or decreased, in accordance with the provisions of the Contract Specifications.

It is also understood and agreed that the estimated quantities shown for the items for which a UNIT PRICE is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this contract, and the undersigned agrees that he is satisfied with and will at no time, dispute said estimated quantities as a means of claims for anticipated profit or loss of profit, because of a difference between the quantities of the various classes of work done or the materials and equipment

installed, and the said estimated quantities. On UNIT PRICE bids, payment will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared. In the comparison of bids, words written in the proposal shall govern over figures and unit prices will govern over totals. Until the award of the contract, however, the right will be reserved to reject any and all proposals and to waive any defects or technicalities as may be deemed best for the interest of the State.

It is also understood and agreed that liquidated damages in the amount of FIVE HUNDRED DOLLARS AND NO/100 (\$500.00) for each and every calendar day in excess thereof prior to completion of the contract shall be withheld from payments due to the Contractor.

It is also understood and agreed that if this bid is accepted, the successful bidder must enter into and execute a contract with the Board of Land and Natural Resources and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to provisions of Section 103D-324 and 325, Hawaii Revised Statutes and any law applicable hereto.

It is also understood and agreed that the successful bidder will provide all necessary labor, materials, tools, equipment, and other incidentals necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

It is understood that by submitting this proposal, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.

It is understood that by submitting this proposal in accordance with HAR 3-122-192, the undersigned is declaring that the price submitted is independently arrived without collusion.

It is also understood that by submitting this proposal, a Certification for Safety and Health Programs for bids in excess of \$100,000 (in accordance with HRS 396-18), the undersigned certifies that his organization will have a written safety and health plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division (HIOSH).

It is further understood and agreed that the successful bidder shall comply with paragraph 3.1.a "SUBCONTRACTING" of the General Provisions which requires that the contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than twenty percent (20%) of the value of all work embraced in the Contract, except that certain contract items of work, if specifically referred to in the special provisions, will be exempted from said twenty percent requirement.

Compliance with §103-310 HRS. As a condition of award all bidders shall comply with all laws governing entities doing business in the State, including Chapter 237 HRS (general excise tax); Chapter 383 HRS (employment security – unemployment insurance); Chapter 386 HRS (workers compensation); Chapter 392 HRS (temporary disability insurance); and Chapter 393 HRS (pre-paid health care), and shall produce all documents to the State (DLNR, Engineering Division) required to demonstrate compliance with these subsections. Any bidder making a false affirmation or certification

under this subsection shall be suspended and may be debarred from further offerings or awards pursuant to §103D-702 HRS.

**RECEIPT OF ADDENDA**

The bidder also acknowledges receipt of any and all addenda issued by the Engineering Division, by recording the date of receipt of the respective addenda in the space provided below:

<u>Addendum</u>	<u>Date Received</u>	<u>Addendum</u>	<u>Date Received</u>
No. 1	_____	No. 5	_____
No. 2	_____	No. 6	_____
No. 3	_____	No. 7	_____
No. 4	_____	No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this Proposal as submitted.

It is also understood and agreed that if this Proposal is accepted and the undersigned should fail or neglect to contract as aforesaid, the Board may determine that the bidder has abandoned the Contract, and thereupon, forfeiture of the security accompanying his proposal shall operate and the same shall become the property of the Board.

**JOINT CONTRACTORS OR SUBCONTRACTORS  
TO BE ENGAGED ON THIS PROJECT**

The Bidder agrees that the following is a complete listing of all joint contractors or subcontractors covered under Chapter 444, Hawaii Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the required work indicated pursuant to Section 103D-302, HRS. 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. The Bidder certifies that the completed listing of joint contractors or subcontractors fulfills the requirements for the project and the Bidder, together with the listed subcontractors or joint contractors have all the specialty contractor's licenses to complete the work, except as provided for in HRS §103D-302(b). Failure of the Bidder to comply with this requirement may be just cause for rejection of the bid.

“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 in which 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.

General Engineering “A” Contractors automatically have these “C” specialty contractor’s licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b and C-61.

General Building “B” Contractors automatically have these “C” specialty contractor’s licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a and C-42b.

In completing the Joint Contractors or Subcontractors List, describe the specialty contractor’s nature and scope of work to be performed for this project and provide the complete firm name of the joint contractor or subcontractor in the respective columns. If the Bidder is a general contractor providing the work of a required specialty contractor, whose license is not automatically held pursuant to HAR 16-77-32, fill in the Bidder’s (general contractor’s) name and nature and scope of work to be performed on this project.

List only one joint contractor or subcontractor per required specialty contractor’s classification, unless within the same specialty, the work of each joint contractor or subcontractor can be described so that there is no overlap in work descriptions.

If a contractor’s license is required by law for the performance of the work which is called for in this bid, the bidder and all subcontractors must have the required license before the submission of the bidder’s proposal in the case of a non-federal aid project, and for federal-aid projects, the bidder must have the required license prior to the award of the project and all subcontractors prior to the start of the subcontracted work.



Enclosed herewith is a:

1. Surety Bond (\*1) )
2. Legal Tender (\*2) )
3. Cashier's Check (\*3) )
4. Certificate of Deposit (\*3) ) in the
5. Certified Check (\*3) ) amount
6. Official Check (\*3) ) of
7. Share Certificate (\*3) )
8. Teller's Check (\*3) )
9. Treasurer's Check (\*3) )

(Cross Out Those Not Applicable)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

as required by law.

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture  
or Partnership

\_\_\_\_\_  
Contractor's License No.

By \_\_\_\_\_  
Signature (\*4)

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**NOTES:**

1. Surety bond underwritten by a company licensed to issue bonds in this State;
2. Legal tender; or
3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
  - A. These instruments may be utilized only to a maximum of \$100,000.
  - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company and also the names and residence addresses of all officers of the Company.
5. Fill in all blank spaces with information asked for or bid may be invalidated. **PROPOSAL MUST BE INTACT, MISSING PAGES MAY INVALIDATE YOUR BID.**

**End of Proposal**

## SPECIAL PROVISIONS

Amend INTERIM GENERAL CONDITIONS, dated October 1994, as follows:

### Section 2 – Proposal Requirements and Conditions

#### 1. AMEND Section 2.1 Qualification of Bidder with the following:

**Written Notice of Intent to Bid or Offer:** A written Notice of Intent to Bid is not required for the Solicitation.

**Standard Qualification Questionnaire:** Bidders may be required to complete a standard qualifications questionnaire. When requested, the information shall be furnished within two working days or longer at the discretion of the Engineer. Failure to furnish the requested information within the time allowed may be grounds for a determination of non-responsibility, in accordance with HRS Section 103D-310 and HAR Section 3-122-108.

**Hawaii Business or Compliant Non-Hawaii Business Requirement:** Bidders shall be incorporated or organized under the laws of the State or be registered to do business in the State as a separate branch or division that is capable of fully performing under the contract, as stipulated in §3-122-112 HAR. A certified letter is not required prior to bid opening.

**Compliance with §3-122-112 HAR:** As a condition for award of the contract and as proof of compliance with the requirements of 103D-310(c) HRS, the apparent low bidder shall furnish the required documents to the Department. If the valid required certificates are not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. Bidder is responsible to apply for and submit the following documents to the Department.

- A. **Tax Clearance (HRS Chapter 237):** Bidder shall obtain a tax clearance certificate from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six months from the most recently approved stamp date on the certificate; the certificate must be valid on the date received by the Department.
- B. **Department of Labor (DLIR) “Certificate of Compliance”.** (HRS Chapter 383 - Unemployment Insurance, Chapter 386 - Workers’ Compensation, Chapter 392 - Temporary Disability Insurance, and 393 – Prepaid Health Care): Bidder shall obtain a certificate of compliance from the Hawaii State Department of Labor and Industrial relations (DLIR). The certificate is valid for six months from the date of issue; certificates must be valid on the date received by the Department.
- C. **Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) “Certificate of Good Standing”.** Bidder shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). The certificate of good standing is valid for six months from the date of issue; certificates must be valid on the date received by the Department.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these certificates at the various state agencies, bidder may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a “Certificate of Vendor compliance” indicating that bidder’s status is compliant with requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes.

Bidders that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the



Hawaii Information Consortium, LLC (HIC). Bidders choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the previous paragraphs.

**2. ADD Section 2.4a, Pre-Bid Conferences**

**Required Pre-bid Conferences:** For construction and design-build projects with an estimated value of \$500,000 or more and solicited under the competitive sealed bid method (103D-302 HRS); and for construction and design-build projects with an estimated value of \$100,000 or more and solicited under the competitive sealed proposal method (103D-303 HRS); a pre-bid conference is required.

**Other Pre-Bid Conferences:** The Department may require a pre-bid conference for construction or design-build projects that are below the dollar threshold listed in above or when projects have special or unusual requirements.

**Other Conditions:** The Department may require the prospective Bidders to make a physical inspection of the project site and make attendance at the pre-bid conference a condition for submitting an offer.

Nothing stated at the pre-bid conference shall change the solicitation unless a change is made by written addendum.

**3. DELETE Section 2.5, Addenda and Interpretations, in its entirety and replace with the following:**

“Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated using the question and answer section on the HIEPRO solicitation for interpretation and must be received in the time frame set in the HIEPRO solicitation. Any interpretation, if made and any supplemental instructions will be in the form of written addenda to the plans and specifications and made available prior to the offer due date. It shall be the prospective bidder’s sole responsibility to verify and obtain any said addenda. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.”

**Section 3 – Award and Execution of Contract**

1. **AMEND** Section 3.3, Award of Contract, by deleting “sixty (60)” and replacing with “ninety (90)” in the first paragraph.

2. **AMEND** Section 3.3, Award of Contract, by adding the following after the first paragraph:

“If the contract is not awarded within the ninety (90) days, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.”

3. **AMEND** Section 3.9, Notice to Proceed, by deleting “180 days” and replacing with “one (1) year” in the last paragraph.

4. **ADD** Section 3.10, Protests:

**“3.10 PROTESTS**—Pursuant to Section 103D-701, Hawaii Revised Statutes, an actual or prospective offeror who is aggrieved in connection with the solicitation or award may submit a protest. Any protest

shall be submitting in writing to the Chairperson, Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813, or designee as specified in the solicitation.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of the award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement System on the SPO website: <http://hawaii.gov/spo2/>.

### **Section 5 – Control of Work**

AMEND Section 5.8 Value Engineering Incentive by deleting “\$100,000” and replacing with “\$250,000” in the first paragraph.

### **Section 6 – Substitution of Materials and Equipment**

ADD the following to Section 6.3 Sub-paragraph b:

4. If the substitution meets all the requirements of the specifications and plans.

### **Section 7 – Prosecution and Progress**

1. DELETE Section 7.2d in its entirety and replace with the following:

“d. Insurance Requirements

#### 1. Obligation of Contractor

The Contractor shall not commence any work until it obtains, at its own expense, all required insurance. Such insurance must have the approval of the Department as to limit, form and amount and must be maintained with a company authorized by law to issue such insurance in the State of Hawaii.

All insurance described herein will be maintained by the Contractor for the full period of the contract and in no event will be terminated or otherwise allowed to lapse prior to written certification of final acceptance of the work by the Department.

Certificate(s) of Insurance acceptable to the Department shall be filed with the Engineer prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty days written notice has been given to the Engineer by registered mail. The insurance policies shall name the State of Hawaii, its officers and employees as an additional insured and such coverage shall be noted on the Certificate. Should any policy be canceled before final acceptance of the work by the Department, and the Contractor fails to immediately procure replacement insurance as specified, the Department, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the Department harmless pursuant to other provisions of this contract. In no instance will the Department's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

All insurance described herein shall cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside the work area, and all change order work.

The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required or a copy of the actual policies covering the work. Failure to comply with the Engineer's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.

## 2. Types of Insurance

The Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations be by the Contractor itself or by the subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

(a) **Worker's Compensation.** The Contractor and all subcontractors shall obtain full worker's compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract.

(b) **Commercial General Liability Insurance and Automobile Insurance.** Contractor's commercial general liability insurance and automobile liability insurance shall both be obtained in a combined, single limit of not less than \$1,000,000 per occurrence that shall include coverage for bodily injury, sickness, disease or death of any person, arising directly or indirectly out of, or in connection with, the performance of work under this contract.

The Contractor's property damage liability insurance shall provide for a single combined limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others including the Department's, arising directly or indirectly out of or in connection with the performance of the work under this contract including explosion or collapse.

The Contractor shall either:

- i. Require each of its subcontractors to procure and to maintain during the life of its subcontract, subcontractors' comprehensive general liability, automobile liability

and property damage liability insurance of the type and in the same amounts specified herein; or

- ii. Insure the activities of its subcontractors in its own policy.

The Contractor will be permitted, in cooperation with insurers, to maintain a self insured retention for up to 25% of the per occurrence combined single limits of the commercial general liability and the automobile liability policies. The existence of the self insured retention must be noted on the certificate of insurance coverage submitted to the Department or else it will be understood that the insurer is providing first dollar coverage for all claims. For all claims within the self-insured retention amount, the rights, duties and obligations between the Contractor and the Department shall be identical to that between a liability insurer and the Department, as an additional insured, as if there was no self-insured retention.

- (c) **Builder's Risk Insurance.** Unless included in the Specifications of this project, the Contractor shall not be required to provide builder's risk insurance. If required as noted in the Specifications, builder's risk insurance shall be provided during the progress of work and until final acceptance by the Department upon completion of the contract. It shall be "All Risk" (including but not limited to earthquake, windstorm and flood damage) completed value insurance coverage on all completed work and work in progress to the full replacement value thereof. Such insurance shall include the Department as additional name insured. The Contractor shall submit to the Engineer for its approval all items deemed to be uninsurable. The policy may provide for a deductible in an amount of up to 25% of the amount insured by the policy. With respect to all losses up to any deductible amount, the relationship between the Contractor and the Department shall be that of insurer and additional insured as if no deductible existed".

**2. DELETE** Section 7.16 in its entirety and replace with the following:

**"RESPONSIBILITY FOR DAMAGE CLAIMS; INDEMNITY** – The Contractor shall indemnify the State and the Department against all loss of or damage to the State's or the Department's existing property and facilities arising out of any act or omission committed in the performance of the work by the Contractor, any subcontractor or their employees and agents. Contractor shall defend, hold harmless and indemnify the Department and the State, their employees, officers and agents against all losses, claims, suits, liability and expense, including but not limited to attorneys' fees, arising out of injury to or death of persons (including employees of the State and the Department, the Contractor or any subcontractor) or damage to property resulting from or in connection with performance of the work and not caused solely by the negligence of the State or the Department, their agents, officers and employees. The State or the Department may participate in the defense of any claim or suit without relieving the Contractor of any obligation hereunder. The purchase of liability insurance shall not relieve the Contractor of the obligations described herein.

The Contractor agrees that it will not attempt to hold the State and its Departments and Agencies and their officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these specifications or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the work.

The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with this contract and the surety bond will not be

released by final acceptance and payment by the Department unless all such claims are paid or released. The Department may, but is not obligated to, withhold or retain as much of the monies due or to become due the Contractor under this contract considered necessary by the Engineer to cover such just claims until satisfactory proof of payment or the establishment of a payment plan is presented.

The Contractor shall defend, indemnify and hold harmless the State and its Departments and Agencies and their officers, representatives, employees or agents from all suits, actions or claims of any character brought on account of any claims or amounts arising or recovered under the Worker's Compensation Laws or any other law, by-law, ordinance, order or decree.

### **Section 8 – Measurement and Payment**

1. **DELETE** Section 8.7a in its entirety and replace with the following:

- a. Tax Clearances from the State of Hawaii Department of Taxation and Internal Revenue Service, subject to section 103D-328, HRS, current within two months of issuance date indicating that all delinquent taxes levied or accrued under State Statutes against the contractor have been paid.

2. **ADD** Section 8.7d, Certificate of Compliance:

- d. A Certification from the Contractor affirming that the Contractor has, as applicable, remained in compliance with all laws as required by Section 103D-310, HRS, and Section 3-122-112, HAR. A contractor making a false affirmation shall be suspended and may be debarred pursuant to section 103D-702, HRS.

1. Certification of Compliance for Final Payment, State Procurement Office Form-22. Must be Signed Original.

3. **ADD** Section 8.7e, Hawaii Compliance Express:

- e. In lieu of submitting the tax clearances from Taxation and IRS, and SPO Form -22, the Contractor may choose to use the Hawaii Compliance Express as described on page SP-1 of this Special Provisions.

## **DETAILED SPECIFICATIONS**

<u>SECTION</u>		<u>PAGES</u>
SECTION 01019 –	GENERAL SPECIFICATIONS	4 pages
SECTION 01505 –	MOBILIZATION AND DEMOBILIZATION	1 page
SECTION 01530 –	BARRICADES	3 pages
SECTION 01567 –	POLLUTION CONTROL	4 pages
SECTION 01581 –	PROJECT SIGN	2 pages
SECTION 02281 –	DREDGING	5 pages

## SECTION 01019

### GENERAL SPECIFICATIONS

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

Work shall consist of furnishing all labor, tools, materials and equipment necessary and required to construct in place complete all work as indicated on the drawings and as specified herein.

##### 1.2 GENERAL

- A. Examination of Premises: The Contractor shall contact the Engineer and obtain permission before visiting the site.
- B. All lines and grades shall be established by a licensed surveyor , or licensed Civil Engineer, registered in the State of Hawaii. The Contractor shall submit evidence of current and valid registration.
- C. Notices: The Contractor shall notify the Engineer and give at least three (3) working days notice before starting any work.
- D. Disruption of Utility Services: All work related to the temporary disconnection of electrical system shall be pre-arranged with the Engineer so that any disruption of such services will be kept to a minimum. In the event temporary power hook-up is required, the Contractor shall provide the necessary services.
- E. Contractor's Operations
  - 1. The Contractor must employ, insofar as possible, such methods and means of carrying out the work so as not to cause any interruption or interference to the facility's operations. Where the Contractor's operations would result in interruptions which would hamper the operations of the facilities, the Contractor shall rearrange the schedule of work accordingly.
  - 2. The Contractor shall maintain safe passageway to and from the facility for the user agency personnel and the public at all times.
- F. Lead Paint
  - 1. When the project includes paint to be disturbed that was applied prior to 1980, it shall be assumed to contain lead. The Contractor shall inform its employees, subcontractors, and all other persons engaged in the project that lead containing paints are present in the existing railings at the job site and to follow the

requirements of the Department of Labor and Industrial Relations, Division of Occupational Safety and Health, Title 12, Subtitle 8, Chapter 148, Lead Exposure in Construction, Hawaii Administrative Rules (Chapter 12-148, HAR).

**G. Parking Policy for Contractor**

1. The Contractor and its employees will not be allowed to park in zones assigned to facility personnel.
2. Areas to be used by the Contractor shall be as designated by the Engineer. Any lawn damaged by the Contractor shall be restored as instructed by the Engineer at no cost to the State.

**H. Toilet Accommodations:** The Contractor may use the existing toilet facilities if so designated by the Engineer; however, it is the Contractor's responsibility to keep same clean and in a sanitary condition at all times.

**I. Protection of Property:** The Contractor shall continually maintain adequate protection of all its work from damage and shall protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the job site. The Contractor shall repair, replace or pay the expense of repair of damages resulting from its operations.

**J. Use of Power Driven Equipment:** The Contractor is cautioned to take all necessary safety precautions to protect the facility personnel, and the public whenever power driven equipment is used.

**K. Safety:** The Contractor shall carefully read and strictly comply with the requirements of the Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, as amended, is applicable and made a part of the Contract.

**L. Clean Up Premises:** The Contractor shall clean up and remove from premises all debris accumulated from operations as necessary or as directed. See also Section 7.25 of the General Conditions.

**M. Responsibility**

1. The State will hold the Contractor liable for all the acts of Subcontractors and shall deal only with the prime Contractor in matters pertaining to other trades employed on the job. The Contractor shall be responsible for coordinating the work of all trades on the job.
2. Should the Contractor discover any discrepancy in the plans or specifications, the Contractor shall immediately notify the Engineer before proceeding any further with the work, otherwise, the Contractor will be held responsible for any cost involved in correction of work placed due to such discrepancy.



N. **Cooperation with Other Contractors:** The State reserves the right at any time to contract for or otherwise perform other or additional work within the contract zone limits of this Contract. The Contractor of this project shall, to the extent ordered by the State, conduct its work so as not to interfere with or hinder the progress or completion of the work performed by other contractors.

O. **Division of the Work:** The Divisions and Sections into which these Specifications are divided shall not be considered an accurate or complete segregation of work by trades. This also applies to all work specified within each Section.

P. **Drawings and Specifications**

1. The Contractor shall not make alterations in the drawings and specifications. In the event the contractor discovers any errors or discrepancies, the Contractor shall immediately notify the Engineer in accordance with the General Conditions.
2. Where devices, or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the work.
3. Specifications and drawings are prepared in abbreviated form and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "as shown on the drawings", "a", "an", and "the" are intentional. Omitted words and phrases shall be provided by inference to form complete sentences.

Q. **Required Submittals**

1. Required submittals as specified in the Technical Sections of these specifications include one or more of the following: Shop drawings; color samples; material samples; technical data; schedules of materials; schedules of operations; guarantees; operating and maintenance manuals; and as-built drawings.
2. The Contractor shall make a comprehensive list of the required submittals, by Specification Section, and submit this list to the Engineer within 15 days after notice to proceed.
3. **As-Built Drawings:** When as-built drawings are required for submittal, the following shall apply:
  - a. As-built drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be required.
  - b. All deviations from alignments, elevations and dimensions which are

stipulated on the plans shall be recorded in red on the as-built drawings.

c. The following procedure shall be followed:

- 1) Immediately after these changes are constructed in place, the Contractor shall record them on the field office plans.
- 2) Within two weeks after final inspection of the project, the Contractor shall transfer the changes marked on the field office plans onto a clean copy of plans using a red pencil. Any deletions shall be so noted and redrawn as necessary. The Contractor shall stamp or mark the tracings "AS-BUILT", and also sign and date each drawing so marked.
- 3) The Contractor shall submit the as-built drawings together with the marked-up field office plans to the Engineer.
- 4) Any as-built drawing which the Engineer determines does not accurately record the deviation shall be corrected by the State, and the Contractor shall be charged for the services.

END OF SECTION

## SECTION 01505

### MOBILIZATION AND DEMOBILIZATION

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

A. Description: This section covers the requirements for mobilization and demobilization.

1.2 **MOBILIZATION:** Mobilization shall consist of the transporting, assembling, constructing, installing, and making ready for use at the job site, all the equipment, machinery, structures, utilities, materials, labor, and incidentals necessary to do the work covered by this contract.

1.3 **DEMOBILIZATION:** Demobilization shall consist of the dismantling and removal of the above-mentioned equipment, machinery, structures, utilities, materials, and incidentals, and the cleaning up of the site.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

3.1 **GUIDELINES:** If the Contractor utilizes private lands other than the sites provided by the Engineer for mobilization purposes, the provisions of this section shall apply, and the mobilization and demobilization work on said private lands shall be in accordance with the agreement between the Contractor and the land owner.

Any and all additional mobilization or demobilization costs in excess of the maximum amounts specified in the Proposal shall be included in the appropriate unit prices bid in the Proposal. The Contractor shall not receive any compensation for mobilization and demobilization in addition to those specified in the Proposal.

All equipment, machinery, buildings, utilities and incidentals mobilized and demobilized under this section shall remain the property of the Contractor.

END OF SECTION

## SECTION 01530

### BARRICADES

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

- A. Description. This work shall consist of furnishing, installing and maintaining barricades in accordance with the requirements of the contract.

Barricade application shall be provided for in the latest edition of the FHWA publication, Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), and as amended.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. Lumber: Lumber for rails, frames and braces shall be dry, sound, undamaged, well seasoned, and free from any defect which may impair their strength and durability.
- B. Hardware: Nails shall be galvanized wire nails. As many and as large a size as is practicable shall be used.
- C. Paints: Paints shall be exterior enamel paint of the best grade or first line as made by approved manufacturers.
- D. Sheet Reflecting Material: Sheet reflecting material shall conform to the applicable requirements of Subsection 712.20(C) of the "Standard Specifications for Road and Bridge Construction".
- E. Alternate Designs: Alternate barricade designs such as plastic molded barricades may be used subject to the Engineer's approval. The Contractor shall submit shop drawings or catalog cuts for approval.

#### PART 3 - EXECUTION

##### 3.1 CONSTRUCTION REQUIREMENTS

- A. General: Barricades shall be constructed in a first class, workmanlike manner in accordance with details shown on the plans and as specified herein.

Barricades shall be in good condition and approved by the Engineer for use within the project limits. Barricade application and installation shall be as shown on the plans and as directed by the Engineer in accordance with the guidelines provided in the latest edition of

the FHWA publication, Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), and any amendments or revisions thereof as may be made from time to time.

Sand bags or other approved weights shall be provided where required or as directed by the Engineer. Sand bags or other approved weights shall not be placed on any striped barricade rail.

Steady burn and/or flashing lamps shall be required on selected barricades used during hours of darkness. Locations shall be as shown on the plans and as directed by the Engineer. Lamps shall be attached on the barricade ends closest to the traveled way and shall be visible to the motorist.

Barricades furnished and paid for as provided for as provided herein may be used for temporary detours, construction phasing, or other temporary traffic control work.

Barricades furnished and paid for use in temporary detours or construction phasing may be used for permanent location called for on the plans.

Upon completion of the construction work, barricades shall be left in place, relocated, or removed and disposed of as shown on the plans or as directed by the Engineer. Barricades left in place, or relocated to new permanent locations shall become the property of the State. Barricades directed to be removed and disposed of shall become the property of the Contractor.

- B. Painting: Wooden rails, frames and braces shall be given a prime coat and 2 finish coats of new white exterior enamel paint. Rail faces to be reflectorized may be left unpainted unless otherwise specified or directed.
- C. Reflectorization: Reflectorization of barricade rails shall be done in a first class, workmanlike manner and the attachment of reflective sheeting shall be as shown on the plans, specified herein, or as directed and approved by the Engineer.

Both vertical faces of each barricade rail shall be reflectorized as shown on the plans.

Wooden rails shall be reflectorized with one of the following:

1. Reflective sheeting specified in Subsection 712.20(C)(4) of the "Standard Specifications for Road and Bridge Construction" and backed with a 26 gage galvanized steel sheet, or
2. A hardened aluminum backed reflective sheeting as specified in Subsection 712.20(C)(5) of the "Standard Specifications for Road and Bridge Construction."

- D. Color: Rails, frames and braces shall be white.

The front and back faces of barricade rails shall have 6-inch wide alternative colored and white striped sloping downward toward the traveled way at an angle of 45 degrees with the vertical. The colored stripes shall be either orange or red in accordance with the following requirements:

1. Orange and white stripes shall be used in the following conditions:
  - a. Construction work.
  - b. Detours.
  - c. Maintenance work.
2. Red and white stripes shall be used in the following conditions:
  - a. On roadways with no outlet (i.e. dead-ends, cul-de-sacs).
  - b. Ramps or lanes closed for operational purposes.
  - c. Permanent or semipermanent closure or termination of a roadway.

- E. Maintenance: Barricades shall be kept in good condition throughout their usage during construction until the end of the contract.

- F. The Contractor shall repair, repaint, clean or replace the barricades as required and as directed by the Engineer to maintain their effectiveness and appearance.

The Constructor shall immediately replace all lost, stolen or damaged barricades, lamps, sand bags and other approved weights.

Barricades used during construction phasing, temporary detours or other temporary traffic control work shall be cleaned and repaired as necessary, prior to being relocated to a permanent location shown on the plans or as directed.

No extra payment will be made for any repair work, repainting, or cleaning of barricades. The Engineer shall determine the suitable condition of each barricade and shall determine when each barricade shall be repaired, repainted or cleaned.

END OF SECTION

## SECTION 01567

### POLLUTION CONTROL

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

For the purpose of this specification, environmental pollution and damage 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; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noises, solid waste, radiant energy and radioactive materials, as well as other pollutants.

Contractor shall provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Comply with Federal, State, and County regulations pertaining to the environment, including but not limited to water, air, and noise pollution. Comply with the Division of Boating and Ocean Recreation (DOBOR) Best Management Practices dated 09/12/16, which are attached to this detailed specifications.

##### 1.2 SUBMITTALS

Environmental Protection Plan: Within thirty (30) days after the award of the contract, the Contractor shall submit an environmental protection plan. Prior to starting work, the Contractor shall meet with the Engineer to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include Best Management Practices (BMPs) to protect resources needing protection (i.e., landscape features, air and water quality, fish and wildlife, etc.); procedures to be followed to correct pollution of the environment due to accident or failure to follow the procedures set out in the environmental protection plan; inspection and maintenance of pollution control measures; monitoring and photo-documentation of the work site.

Daily Field Reports: Daily Field Reports (DFRs) shall be submitted to the Engineer on a weekly basis. DFRs shall identify the work activities, equipment and labor; condition of pollution control measures; monitoring and photo-documentation of the work site as appropriate.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

### 3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside of the limits of work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the plans and specifications.

#### 3.1.1 Rubbish Disposal

Solid wastes (excluding material resulting from clearing and grubbing) shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off the work site and dispose of it in compliance with federal, state and local requirements for solid waste disposal.

No burning of debris and/or waste materials shall be permitted on the project site. No burying of debris and/or waste material shall be permitted on the project site. Cleanup shall include the collection of all waste paper and wrapping materials, cans, bottles, construction waste materials and other objectionable materials, and removal as required.

#### 3.1.2 Dust Control

The Contractor shall prevent dust from becoming airborne at all times, including non-working hours, weekends and holidays in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 60 - Air Pollution Control.

#### 3.1.3 Noise

Noise shall be kept within acceptable levels at all times in conformance with the State Department of Health, Administrative Rules, Title 11, Chapter 43 - Community Noise Control for Oahu. The Contractor shall obtain and pay for the Community Noise Permit from the State Department of Health when the construction equipment or other devices emit noise at levels exceeding the allowable limits.

All internal combustion engine-powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.

#### 3.1.4 Others

Whenever trucks and/or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being carried onto the pavement. Trucks hauling debris and/or dredged material shall be covered as required by PUC Regulation.

Except in an emergency, such as a mechanical breakdown, all vehicle fueling and



maintenance shall be done in a designated area that is isolated from State waters.

If any oil or other petroleum spills occur, or if a visual sheen is noted on the water, work shall be suspended and the spill shall be cleaned up. Sorbent materials shall be kept on site to be used in the event of such spills. Spills shall be reported to the Engineer, to the Hawaii Department of Health - Clean Water Branch (telephone 808-586-4309) and the U.S. Coast Guard shall be notified (telephone 800-424-8802).

### 3.2 HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

There are no known historical, archaeological or cultural resources within the Contractor's work area as defined on the plans. However, if items of apparent historical or archaeological interest are discovered in the course of any construction activities, they shall be left undisturbed and the Contractor shall immediately report the find to the Engineer.

### 3.3 PROTECTION OF WATER RESOURCES

#### 3.3.1 Storm Water Pollution Control

Contractor shall implement Best Management Practices (BMPs) to control storm water runoff from affecting adjoining properties outside of the work limits. BMPs include, but are not limited to the following:

Perform regular cleanup of areas exposed to storm water.

Store material under shelter or covering material to avoid contact with storm water.

All storage of construction-related materials shall be above the influences of the tides and shall be stored in such a manner to preclude any contaminants, or runoff containing such contaminants, from entering State waters.

Provide a berm or dike around critical areas. Berms shall be covered with 10 mils thick polyethylene sheeting. Alternatively, silt fences may be used to prevent runoff from leaving work areas, as approved by the Engineer.

Prevent storm water from entering drainage inlets unless adequate treatment is provided to prevent degradation of State waters.

#### 3.3.2 Dredging Operations

The Contractor shall plan his dredging operations and perform all work necessary to minimize adverse impact or violation of the water quality standard. Silt containment devices, such as curtains, shall be deployed around the dredge area to contain the turbidity and isolate the work area. The silt containment devices shall be inspected by the Contractor on a daily basis and damaged areas repaired accordingly prior to restarting dredging.

In the event that a turbidity plume and/or floating hydrocarbon (oil, gas) products are observed outside of the silt containment devices and structures, in-water work shall be suspended so that appropriate corrective measures are taken. The Honolulu District Regulatory Branch of the Corps of Engineers (telephone 808-835-4303) shall be notified as soon as practicable and the activity causing the plume will be modified by containment.

#### 3.4 INSPECTION AND SUSPENSION OF WORK

The Engineer will notify the Contractor in writing, of any observed noncompliance with the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Engineer of proposed corrective action, and take such action as may be approved. If the Contractor fails to comply promptly, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

The Engineer may also suspend any operations which he feels are creating pollution problems although they may not be in violation of the above-mentioned requirements. In this instance, the work shall be done by force account as described in Subsection 4.2b - "Additional Work" of the GENERAL CONDITIONS and paid for in accordance with Subsection 8.4b - "Force - Account Work" therein. The count of elapsed working days to be charged against the contract in this situation shall be computed in accordance with Subsection 7.18 - "Contract Time" of the GENERAL CONDITIONS.

#### PART 4 - MEASUREMENT AND PAYMENT

Any cost incurred in compliance with the provisions of this Section shall be borne by the Contractor. No separate payment will be made to the Contractor for measures required by this Section, and such work will be considered as a subsidiary obligation of the Contractor.

END OF SECTION

**1.0 DIVISION OF BOATING AND OCEAN RECREATION (DOBOR) BEST MANAGEMENT PRACTICES**

The following Best Management Practices (BMP), as applicable will be used to properly isolate and confine construction activities and to contain and prevent any potential pollutant(s) from adversely impacting the waters of State of Hawaii for all projects permitted by the U.S. Army Corps of Engineers Nationwide Permits.

- a) The Contractor will abide by all applicable federal, state, and local environmental protection standards, laws and regulations, including the Best Management Practices Plans utilizing Army Corps of Engineers nationwide permits; Best Management Practices, National Oceanic and Atmospheric, National Marine Fisheries Service, Pacific Islands Regional Office, Protected Resources Division; and Hawaii Administrative Rules, Title 11, Department of Health, Chapter 55, Water Pollution Control.
- b) The Contractor is responsible to protect the environment for situations that may not be specifically addressed in the BMP. The Contractor will provide additional protective measures, as necessary, to ensure containment and that petroleum products or other deleterious materials are not allowed to enter the water.
- c) During the performance of the work, the Contractor shall institute and enforce procedures to prevent spill and floating debris from fouling the waters, if such procedures fail, the Contractor shall promptly clean up all spills and floating debris. The Contractor shall evaluate failed procedures and take corrective measures to fix any deficiencies immediately. For spills into harbor waters occurring after normal hours, the Contractor shall notify the Engineer on the next working day. The Contractor shall notify the National Response Center (800-424-8802), as required by 40 CFR 302.6, if the quantity of the released substance exceeds the reportable quantities. The Contractor shall also be responsible for notifying the State Emergency Response Commission (586-4249) and Local Emergency Planning Committee (533-4121) if the release has the potential of migrating off-site and affect adjacent communities as required by Emergency Planning and Community Right-to-Know Act (EPCRA) Section 304.
- d) The Contractor will place a floating (full-depth) silt curtain around the work area to prevent construction materials and/or dredge material from leaving the project area.
- e) The Contractor will capture and dispose of all newly generated wastes above water. Solid wastes will be picked up and placed in containers that are regularly emptied. Site contamination will be prevented when handling and disposing of all wastes. The project site will be cleaned up at the end of each working day to prevent debris from entering the water.
- f) Construction materials will be stored and staged in a manner to prevent the discharge of pollutants into harbor waters. Store material under shelter or cover material to

avoid contact with storm water. No scraps/waste generated during the construction process will be allowed to enter the harbor waters.

- g) A berm will be built around critical areas and will be covered with polyethylene sheeting 10 mils thick. Alternatively, silt fences may be used to prevent runoff from work areas, as approved by the Engineer.
- h) Areas exposed to storm water will be cleaned up regularly and storm water will be prevented from entering drainage inlets unless adequate treatment is provided to prevent degradation of State waters.
- i) Oil or other hazardous substances will be prevented from entering the ground, drainage area, or local bodies of water. When applicable, all temporary fuel oil or petroleum storage tanks will be surrounded with a temporary berm of sufficient size and strength to contain the contents of the tanks in the event of an accidental release. Fuel will be stored on the barge. Fueling and lubricating of equipment and motor vehicles will be conducted in a manner to protect against leaks or spills. Lubricants and excess oil will be disposed of in accordance with applicable federal, state and local regulations.
- j) All equipment will be inspected daily for leaks. Any leaks will be corrected before equipment is used.
- k) A spill kit will be kept on board the work barge and on the landside staging area in case of accidental release of any petroleum products.
- l) Spills shall be reported to the National Response Center (Phone: 800-424-8802), United States Coast Guard (Phone: 808-522-8264), State Department of Health Hazard Evaluation and Emergency Response Office (Phone: 808-586-4249). Pacific Environmental Corporation, the designated Responder, (Phone: 808-545-5195) is available 24 hours a day for emergency response for any spill which cannot be contained with the on board spill kits.
- m) The Contractor shall ensure the minimization of construction/excavation-related odors and fugitive dust abatement measures in accordance with the BMP.
- n) Dust control: Take into consideration the requirements of Hawaii Administrative Rules, Title 11, Chapter 60.1 (HAR 11-60.1) to prevent the release of dust from construction operations. Submit a plan for containment measures (plastic or canvas screens, vacuum attachments, etc.) of dust emissions for approval by the Engineer.

## **2.0 DOBOR MEASURES TO REDUCE IMPACTS ON PROTECTED SPECIES**

The Contractor acknowledges and will follow a protocol to avoid, protect and when necessary remove the animals from the construction area.

ATTACHMENT TO SECTION 01567 POLLUTION CONTROL (page 3 of 10)

- a) The Contractor will abide by the provisions in the U.S. Army Corps of Engineers, Honolulu District, Regional Conditions 2-5 Protected or Endangered Species and 2-6 Standard Best Management Practices, and the Best Management Practices of the National Oceanic and Atmospheric, National Marine Fisheries Service, Pacific Islands Regional Office, Protected Resources Division.
- b) The Contractor shall notify a representative of the National Marine Fisheries Service (808-973-2935, ext. 212) at least 72 hours before the activity is scheduled to commence.
- c) The Contractor will visually inspect the work area inside the floating silt curtain and around the work area (barges) to ensure that no green sea turtles or marine mammals are inside the 50-yard safe zone before and during construction activity.
- d) In the event any green sea turtles or mammals are observed before the start of construction, no construction activity will commence until the animals have left the work area and outside of the designated 50-yard safe zone.
- e) If the animals are seen during construction, all activity will immediately be ceased until the animals have left the work area and are outside of the designated 50-yard safe zone.
- f) If the animal is observed to be trapped inside the silt curtain, the curtain will be opened and the animal will be helped to find the opening by herding with a small boat. The boat will not use an engine and will only use oars.
- g) The animals will not be touched or harmed.
- h) A written record (daily log) will be kept on site that will list the type of animal, number of each type of animals (if applicable), date and time, incidents of disturbance, injury/mortality, and the Contractor shall provide the report to the Engineer. The Engineer will furnish this report to the National Marine Fisheries Service and will be the contract person for any issues involving green sea turtles during harbor construction.
- i) The Contractor shall immediately report any incidents or disturbance or injury/mortality to the protected species to the Engineer, who will immediately report the incident to the U.S. Army Corps of Engineers Regulatory Branch (808) 835-4303 or email CEPOH-RO@usace.army.mil. The Contractor shall submit the entire record to the State at the end of the project.

**3.0 U.S. ARMY CORPS OF ENGINEERS, HONOLULU DISTRICT, 2012  
NATIONWIDE PERMIT REGIONAL CONDITIONS 2-5 PROTECTED OR  
ENDANGERED SPECIES AND 2-6 STANDARD BEST MANAGEMENT  
PRACTICES (BMPs)**

**See attachment**

**4.0 BEST MANAGEMENT PRACTICES, NATIONAL OCEANIC AND  
ATMOSPHERIC , NATIONAL MARINE FISHERIES SERVICE, PACIFIC  
ISLANDS REGIONAL OFFICE, PROTECTED RESOURCES DIVISION**

**See attachment**

**5.0 HAWAII MARINE PROTECTED SPECIES (LIST), NATIONAL OCEANIC AND  
ATMOSPHERIC , NATIONAL MARINE FISHERIES SERVICE, PACIFIC  
ISLANDS REGIONAL OFFICE, PROTECTED RESOURCES DIVISION**

**See attachment**

**2012 NATIONWIDE PERMIT HONOLULU DISTRICT REGIONAL CONDITIONS**

**5. Protected or Endangered Species**

a. Constant vigilance shall be kept for the presence of protected species during all aspects of the proposed action. Protected species include plants and animals listed or proposed for listing as threatened or endangered under Endangered Species Act (ESA), birds covered under the Migratory Bird Conservation Act, as well as all marine mammals. Although the protected species potentially affected would be determined on a project-specific basis, protected species typically of concern in Hawaii include: Hawaiian stilt, Hawaiian coot, Hawaiian moorhen, Hawaiian duck, Hawaiian goose, green sea turtle, hawksbill sea turtle, and Hawaiian monk seal. In the Territory of Guam or the Commonwealth of the Northern Mariana Islands species include: nightingale wee-warbler, Mariana common moorhen, green sea turtle, and hawksbill sea turtle. In American Samoa species also include: green sea turtle and hawksbill sea turtle.

b. All on-site project personnel, irrespective of their employment arrangement or affiliation (e.g. employee, contractor, etc.), shall be apprised of the status of any protected species potentially present in the project area and the protections afforded to those species under Federal laws. Brochures explaining the laws and guidelines for listed species in Hawaii, American Samoa, and Guam may be downloaded from [http://www.nmfs.noaa.gov/prot\\_res/MMWatch/hawaii.htm](http://www.nmfs.noaa.gov/prot_res/MMWatch/hawaii.htm) and <http://www.fws.gov/pacificislands/species.html>.

c. The project foreman shall designate an appropriate number of competent observers to survey the area adjacent to the proposed action for protected species. The project foreman shall also have in his/her possession at the jobsite a handout with photographs of protected species that may enter the construction site to assist with identification of the protected species. (U.S. Fish and Wildlife Service – Pacific Islands Fish and Wildlife Office (PIFWO) will provide the informational handout).

d. Surveys of the project area shall be made prior to the start of work each day, and prior to resumption of work following any break of more than one half hour, to ensure that no protected species are in the project area (typically within 50 yards of the proposed work). All work shall be postponed or halted when protected species are present, and shall only begin/resume after the animals have voluntarily departed the area. In the case of sessile species, a conservation plan shall be developed and approved between the Regulatory

**2012 NATIONWIDE PERMIT HONOLULU DISTRICT REGIONAL CONDITIONS**

Branch, U.S. Army Corps of Engineers and PIFWO and/or National Marine Fisheries Service Pacific Islands Regional Office (PIRO).

e. If an onsite protected species does not depart the area on its own for 3 days or more, we recommend that the permittee, or responsible contractor, contact PIFWO for further technical assistance and guidance (808) 792-9400.

f. Any interaction with or incidental take of protected species shall be reported immediately to the Regulatory Branch, U.S. Army Corps of Engineers (808) 835-4303. Additionally, pursuant to the ESA, any take of ESA-listed species (other than marine mammals) must be reported to the U.S. Fish and Wildlife Office of Law Enforcement in Honolulu at 1-808-861-8525. Any incidental take of marine mammals shall be reported immediately to the National Oceanic and Atmospheric Administration's (NOAA) 24-hour hotline at 1-888-256-9840. Information reported must include the name and phone number of a point of contact, location of the incident, and nature of the take and/or injury.

Note: Additional requirements may be designated by the Honolulu District as appropriate for specific projects, including all conservation measures and/or best management practices (BMPs) required by any ESA consultation for the project.

**6. Standard Best Management Practices (BMPs)**

Site-specific BMPs are generally a requirement of NWP verifications, either directly or by state water quality certification conditions, which are incorporated by reference. A permittee risks delays or enforcement action if work is commenced pursuant to a site-specific BMP plan that includes regulated activities, such as temporary access fill or stream diversions, that were not authorized under the NWP verification. To facilitate efficient review of a project, site-specific BMPs must be submitted as part of the PCN required for any activity requiring authorization under a NWP.

To the extent applicable, the following BMPs must be implemented to minimize the degradation of water quality and impacts to fish, coral reefs, and other aquatic resources:

a. Turbidity and sediment from project-related work must be minimized and contained to the immediate vicinity of the authorized activity through the appropriate use of effective sediment containment devices.

b. To the extent practicable, the work must be conducted in the dry season or when any affected stream has minimal or no flow. The site must be stabilized to prevent erosion and runoff and work must stop during flooding, intense rainfall, storm surge, or high surf conditions. To the extent practicable, shoreline work must be done during low tides.



**2012 NATIONWIDE PERMIT HONOLULU DISTRICT REGIONAL CONDITIONS**

c. To the extent practicable, work in the aquatic environment must be scheduled to avoid coral spawning and recruitment periods and sea turtle nesting and hatching periods. Coordination with federal resource agencies (U.S. Fish and Wildlife Service and/or NOAA) can assist in identifying these time periods.

d. Dredging and filling in the aquatic environment must be designed to avoid or minimize adverse impacts to or the loss of special aquatic sites (wetlands (swamps, marshes, bogs, etc.), mudflats, vegetated shallows/seagrass beds, coral reefs and/or riffle and pool complexes).

e. All project-related materials (fill, landscaping, etc.) and equipment (dredges, barges, backhoes, etc.) to be placed in any aquatic environment shall be inspected and cleaned of pollutants, organic matter, and invasive species (including snakes, frogs, and marine plants and animals, etc.) prior to use in any aquatic environment.

f. No project-related materials (fill, revetment rock, pipe etc.) shall be stockpiled in the aquatic environment (intertidal zones, reef flats, stream channels, wetlands etc.) or in close proximity such that materials could be carried into waters by wind, rain, or high surf.

g. All construction debris and material removed from the marine/aquatic environment shall be disposed of at an approved upland or alternative disposal site.

h. No contamination (by trash, debris, sediment, non-native species introductions, attractions of non-native pests, etc.) of adjacent waters of the United States, including special aquatic sites, shall result from project-related activities. Special attention must be paid to the fouling level on barges, vessels, and equipment whereas to minimize the transport and potential introduction and spread of aquatic non-native species. In addition, if dredged or excavated material or structural members are removed from the water or placed in the water, measures must be taken to prevent the spread or introduction of any aquatic non-native species. This shall be accomplished by implementing a litter-control plan and on a site or project specific need basis, developing a Hazard Analysis and Critical Control Point Plan (HACCP – see <http://www.haccp-nrm.org/Wizard/default.asp>) to prevent attraction and introduction of non-native species.

i. Fueling of project-related vehicles and equipment shall take place away from the water and a contingency plan to control petroleum products accidentally spilled during the project shall be developed. The plan shall be retained on site with the person charged with the responsibility of compliance with the plan. Absorbent pads and containment booms shall be stored on-site, if appropriate, to facilitate the clean-up of accidental petroleum releases.

**2012 NATIONWIDE PERMIT HONOLULU DISTRICT REGIONAL CONDITIONS**

j. To minimize turbidity in the aquatic environment, any under-layer fills used in the project shall be protected from erosion with suitable material (such as precast concrete armor or mat units) as soon after placement as practicable.

k. Any soil exposed near water as part of the project shall be protected from erosion (with suitable material such as geotextile, filter fabric, etc.) after exposure and stabilized as soon as practicable (with vegetation matting, hydroseeding etc.). Revegetation should follow the established standards in Regional Condition #10 (Minimization Measures).

l. Silt fences, silt curtains, or other diversion or containment structures shall be installed to contain sediment and turbidity at the work site (a) parallel to, and within 10 feet of, the toe of any fill or exposed soil which may introduce sediment to an adjacent aquatic site; and (b) adjacent to any fill placed or soil exposed within an aquatic site. All silt fences, curtains, and other structures shall be installed properly and maintained in a functioning manner for the life of the construction period and until the impact area is permanently stabilized, self sustaining, and/or turbidity levels, elevated due to construction, have returned to ambient levels.

m. When the discharge of fill material results in the replacement of wetlands or waters of the US with impervious surfaces, the authorized activity must not result in more than minimal degradation of water quality (in accordance with General Condition 25). To ensure NWP's do not cumulatively degrade water quality from increasing impervious area, projects should incorporate **low impact development stormwater practices** (e.g. native landscaping, bioretention and infiltration techniques, buffers, green roofs, and green spaces) to the extent practical to retain stormflows and pollutants on-site. More information including low impact stormwater concepts and definitions is available at: <http://www.epa.gov/owow/NPS/lid/>.

**Best Management Practices (BMPs) for Boat Operations  
and Diving Activities**  
**National Marine Fisheries Service (NMFS)**  
**Pacific Islands Regional Office (PIRO), Protected Resources Division (PRD)**

---

NMFS recommends the following BMPs be followed to reduce or eliminate adverse effects on protected marine species through potential interactions with in-water activities such as boat operations or diving. They are primarily aimed at small-scale projects such as research dives, marine debris removal, or small buoy placement or repair projects conducted by resource agencies or contracted personnel. These BMPs are not necessarily comprehensive for major construction activities:

1. Constant vigilance shall be kept for the presence of Federally Listed Species;
2. When piloting vessels, vessel operators shall alter course to remain at least 100 yards from whales, and at least 50 yards from other marine mammals and sea turtles;
3. Reduce vessel speed to 10 knots or less when piloting vessels in the proximity of marine mammals;
4. Reduce vessel speed to 5 knots or less when piloting vessels in areas of known or suspected turtle activity;
5. Marine mammals and sea turtles should not be encircled or trapped between multiple vessels or between vessels and the shore;
6. If approached by a marine mammal or turtle, put the engine in neutral and allow the animal to pass;
7. Unless specifically covered under a separate permit that allows activity in proximity to protected species, all in-water work will be postponed when whales are within 100 yards, or other protected species are within 50 yards. Activity will commence only after the animal(s) depart the area;
8. Should protected species enter the area while in-water work is already in progress, the activity may continue only when that activity has no reasonable expectation to adversely affect the animal(s); and
9. Do not attempt to feed, touch, ride, or otherwise intentionally interact with any protected species.



**MARINE PROTECTED SPECIES of the HAWAIIAN ISLANDS**

National Marine Fisheries Service, Pacific Islands Regional Office

**MARINE MAMMALS**

All marine mammals are protected under the Marine Mammal Protection Act. Those identified under the ESA Listing are also protected under the Endangered Species Act.

<u>Common Name</u>	<u>Scientific Name</u>	<u>ESA Listing</u>
Blue Whale	<i>Balaenoptera musculus</i>	Endangered
Blainville's Beaked Whale	<i>Mesoplodon densirostris</i>	
Bryde's Whale	<i>Balaenoptera edeni</i>	
Cuvier's Beaked Whale	<i>Ziphius cavirostris</i>	
Dwarf Sperm Whale	<i>Kogia simus</i>	
False Killer Whale	<i>Pseudorca crassidens</i>	
Fin Whale	<i>Balaenoptera physalus</i>	Endangered
Humpback Whale	<i>Megaptera novaeangliae</i>	Endangered
Killer Whale	<i>Orcinus orca</i>	
Longman's Beaked Whale	<i>Indopacetus pacificus</i>	
Melon-headed Whale	<i>Peponocephala electra</i>	
Minke Whale	<i>Balaenoptera acutorostrata</i>	
North Pacific Right Whale	<i>Eubalaena japonica</i>	Endangered
Pygmy Killer Whale	<i>Feresa attenuata</i>	
Pygmy Sperm Whale	<i>Kogia breviceps</i>	
Sei Whale	<i>Balaenoptera borealis</i>	Endangered
Short-finned Pilot Whale	<i>Globicephala macrorhynchus</i>	
Sperm Whale	<i>Physeter macrocephalus</i>	Endangered
Bottlenose Dolphin	<i>Tursiops truncatus</i>	
Common Dolphin	<i>Delphinus delphis</i>	
Fraser's Dolphin	<i>Lagenodelphis hosei</i>	
Pantropical Spotted Dolphin	<i>Stenella attenuata</i>	
Risso's Dolphin	<i>Grampus griseus</i>	
Rough-toothed Dolphin	<i>Steno bredanensis</i>	
Spinner Dolphin	<i>Stenella longirostris</i>	
Striped Dolphin	<i>Stenella coeruleoalba</i>	
Hawaiian Monk Seal	<i>Monachus schauinslandi</i>	Endangered
Northern Elephant Seal	<i>Mirounga angustirostris</i>	

**SEA TURTLES**

All sea turtles are protected under the Endangered Species Act.

<u>Common Name</u>	<u>Scientific Name</u>	<u>ESA Listing</u>
Green Turtle	<i>Chelonia mydas</i>	Threatened
Hawksbill Turtle	<i>Eretmochelys imbricata</i>	Endangered
Leatherback Turtle	<i>Dermochelys coriacea</i>	Endangered
Loggerhead Turtle	<i>Caretta caretta</i>	Threatened
Olive Ridley Turtle	<i>Lepidochelys olivacea</i>	Threatened

Last updated April 2008



## SECTION 01581

### PROJECT SIGN

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

Furnish all labor, materials and equipment necessary to construct and install all project sign as specified hereinafter.

##### 1.2 SUBMITTAL

The contractor shall provide the Engineer with six (6) shop drawings of the project sign for review and approval by the Engineer prior to ordering the sign.

##### 1.3 LETTER STYLE

Copy is centered and set in Adobe Type Futura Heavy. If this specific type is not available, Futura Demi Bold may be substituted. Copy should be set and spaced by a professional typesetter and enlarged photographically for photo stencil screen process.

##### 1.4 ART WORK

Constant elements of the sign layout - frame, outline, stripe, and official state information - may be duplicated following drawing measurements, or be reproduced and enlarged photographically using a layout template if provided. The "STATE OF HAWAII" masthead should be reproduced and enlarged as specified, using the artwork provided.

##### 1.5 TITLES

The specific major work of the project under construction is emphasized by using 3-3/4" type, all capitals. Secondary information such as location or buildings uses 2-1/4" type, all capitals. Other related information of lesser importance uses letter heights as indicated on 01581-3, upper / lower case letters.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

#### A. LUMBER

1. Panel is 3/4" exterior grade high density overlaid plywood, with resin-bonded surfaces on both sides.
2. 4"x4" sign posts shall be Douglas Fir No. 1 or better.

#### B. PAINTS & INKS

Screen print inks are matte finish. Paints are satin finish, exterior grade. References to Ameritone Color Key Paint are for color match only.

COLOR:	1.	1BL10A	Bohemian Blue
	2.	2H16P	Softly (White)
	3.	2VR2A	Hot Tango (Red)
	4.	1M52E	Tokay (Gray)

#### C. CONCRETE

Concrete shall be class B with a 2,500 psi 28-day compressive strength.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The Project Sign shall be constructed with new materials as specified above.
- B. The Project sign shall be installed at the location indicated on the drawings or as designated by the Engineer. The project sign shall be erected upon commencement of work.

### 3.2 MEASUREMENTS AND PAYMENT

The construction of the project sign, including all equipment, labor and material necessary to furnish and install the project sign will be paid for under the "Project Sign" proposal item.

END OF SECTION

## SECTION 02281

### DREDGING

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

Work shall consist of furnishing all labor, tools, materials and equipment necessary and required to dredge to the lines and grades as indicated on the plans and as specified herein. Work includes the installing of pollution controls, removing, transporting, dewatering, hauling, stockpiling, and disposing of the dredged material. All work areas are shown on the plans. The dredged material will be transported by water, off loaded at the Mala Boat Ramp, and transported to the designated temporary stockpile site for dewatering.

##### 1.2 SUBMITTALS

Operation Plan and Performance Schedule: No later than thirty (30) days after the award of the contract, the Contractor shall submit an operation plan and performance schedule for accomplishing the dredging work. No work shall commence until the operation plan and performance schedule have been submitted and approved by the Engineer. The operation plan and performance schedule shall include a plan and schedule of work; method of dredging, including schedule of all plant, equipment, auxiliaries and appurtenances; method of protection of surrounding structures, equipment and vessels; method of sweeping and sounding; and the method of stockpiling/disposal of excavated materials, including details for containment of the dredged materials.

##### 1.3 EXISTING CONDITIONS

Lahaina SBH: The plans show soundings that were taken in February 2012 at Lahaina SBH prior to the last maintenance dredging. For bidding purposes, the dredged material quantity (lump sum) is estimated to be approximately 5,000 cubic yards. The dredged material in the entrance channel and mooring area consists mainly of fine sand and silt. The areas to be dredged are as indicated on the plans. These areas need to be dredged to a depth of 13 feet below MLLW, or to hard bottom if encountered at shallower depth.

Mala Boat Ramp: Mala Boat Ramp basin was previously dredged in 2012. For bidding purposes, the dredged material quantity (lump sum) is estimated to be approximately 1,000 cubic yards. The dredging to depth of 7 feet below MLLW, is required to enable barge access to offload the dredged material from Lahaina SBH.

The dredged material from the previous maintenance dredging conducted in 2012 at Lahaina SBH and Mala Boat Ramp was tested for pollutants. No pollutants exceeded Department of Health Environmental Action Levels (EALs) for reuse. The Engineer will be responsible for conducting testing of the dredged material to verify suitability for reuse.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

Dredging shall consist of the excavation, removal, and disposal of sediment and non-sediment debris encountered within the lines, slopes, elevations and limits shown on the drawings. The contractor shall dredge indicated areas to -13 feet MLLW at Lahaina SBH and to -7 feet MLLW at Mala Boat Ramp. Non-sediment debris, such as boulders, logs, tires, cables, pipes, concrete blocks, nets, plastics and metals, may also be encountered during the dredging,

The Contractor shall use appropriate silt containment devices around all dredged areas during dredging to contain and isolate turbidity generated by the dredging activity. These devices shall be inspected by the Contractor on a daily basis and damaged areas repaired accordingly prior to restarting dredging.

Dredged sediment material shall be transported to the designated temporary stockpile site for dewatering and testing. The deposit of dredged materials in unauthorized areas is forbidden. The Contractor shall be required to remove any misplaced material at his expense. Return flow or runoff from dredged material deposited at the temporary dewatering site shall not enter State waters. Dewatering shall be by percolation and evaporation only.

3.2 SCHEDULE

The Contractor shall start and complete work in accordance with the detailed schedule approved by the Engineer. No dredging work shall be permitted at Lahaina SBH during cruise ship calls. Current cruise ship schedule for Lahaina port call identifies 5 weekdays in February 2017, 4 weekdays in March 2017, 4 weekdays in April 2017, and 5 weekdays in May 2017.

3.3 PERMIT

The Contractor shall comply with all conditions and requirements of all Federal and State permits. The State DLNR will secure the permits for dredging as indicated. Copies of all applicable permits will be provided to the Contractor prior to issuance of Notice to Proceed. Contractor shall be responsible for obtaining a Minor Grading Permit from Maui County for the temporary stockpiling of dredged material.

The Contractor shall provide all information required to be submitted to the U.S. Army Corps of Engineers as part of Contractor's Operations Plan.

3.4 WORK HOURS AND INTERFERENCE WITH NAVIGATION

The dredging work hours are from 7:00 a.m. to 6:00 p.m. on weekdays, except for State



holidays. The work shall be performed in such a manner to minimize interference with navigation in the Lahaina SBH entrance channel and the Mala Boat Ramp basin and entrance channel. The scheduling of work shall be coordinated with the Chief Engineer and Harbor Master. The dredging work is scheduled to begin in March 2017 and be completed by June 2017. The contractor will be required to maintain safe access to the Lahaina SBH public loading dock and inner harbor basin at all times. The contractor shall also maintain safe access to the Mala Boat Ramp and the two (2) public loading docks. No in-water work will take place on weekends and State holidays.

The off- loading of the dredged material at the Mala Boat Ramp shall take place on week days from 9:30 AM to 5:30 PM. The Mala Boat Ramp will be closed during the off loading of dredged material, except as noted below. The boat ramp and loading dock shall be open for use before 9:30 A.M. and after 5:30 P.M. and between 12:00 PM and 2:00 PM on weekdays. The boat ramp and loading dock shall be open at all times on State holidays and weekends.

### 3.5 PLANT

The excavation and dredging equipment shall be of the type and size sufficient to meet the requirements of the work, and shall be kept at all times in safe and operational condition for efficient work. The dredging may be done using mechanical means such as clamshell or dragline. Contractor shall submit an operations plan and schedule as specified in SUBMITTALS. Upon completion of the work, promptly remove plant, including all temporary ranges, buoys, piles and other markers or obstructions.

### 3.6 LIGHTS AND BUOYS

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, ranges and markers. Also, provide lights for buoys that could endanger or obstruct navigation. Lighting shall conform to United States Coast Guard requirements for visibility and color.

### 3.7 RANGES, GAUGES AND LINES

Furnish, set and maintain ranges, buoys and markers needed to define the work and to facilitate inspection. Establish and maintain gauges in locations observable from all parts of the work so that the depth may be determined. Suspend dredging when the gauges or ranges cannot be seen or followed. Survey lines, points, and elevations necessary for setting the ranges, gauges and buoys are shown on the drawings.

### 3.8 OVERDEPTH

Dredging shall follow, as closely as practicable, the lines indicated. Dredging into hard bottom (areas not previously dredged) shall not be permitted.

### 3.9 SIDE SLOPES

Dredging on side slopes shall follow, as closely as practicable, the lines indicated.

### 3.10 DISPOSAL OF DREDGED MATERIALS

The Contractor shall be responsible for disposal of the dredged material at an upland location. Ocean disposal will not be permitted.

Dredged materials shall be transported over water to the Mala Boat Ramp. The dredged material shall be unloaded into watertight truck beds or other methods approved by the Engineer. The hauling route shall be periodically cleaned of sediment as directed by the Engineer. Contractor shall provide containment basin, as approved, for stockpile/dewatering of dredged materials. The Contractor shall dewater/dry the dredged material in the temporary stockpile area shown on the plans. The Contractor shall build a containment berm around the drying area to prevent effluent or material from seeping out of the drying area. Alternatively, silt fences may be used to prevent runoff from the stockpile site. Construction of the berm and/or silt fence shall be approved by the Engineer. Return flow or runoff from dredged material deposited in the stockpile/dewatering area shall not enter State waters.

The area available for temporary stockpile/dewatering is not large enough to contain all of the dredged material at one time. Contractor shall provide notice to the Engineer when approximately 2,000 cubic yards of dredged sediment material has been stockpiled so that the Engineer can conduct the sampling/testing of the dredged material. Dredged sediment material that has not been sampled/tested shall be kept in separate stockpile(s) until tested. Non-sediment debris shall be segregated from the dredged material stockpile(s) and disposed to approved landfill. When the dredged sediment material is sufficiently dry to transport without effluent spilling, and after sample test results are available, the material shall be transported off-site for disposal. Dredged material that is removed from the dewatering site becomes the property of the Contractor. All dredged material shall be disposed of by the Contractor at the Contractor's expense. Contractor shall provide security of the sites as specified in Section 01530 BARRICADES.

The stockpile/dewatering site shall be restored to the original grades. Any damage to the existing area caused by the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer.

### 3.11 SWEEPING AND FINAL ACCEPTANCE

As soon as practicable after completion of the dredging, the Contractor shall sweep the area prior to the post-dredge survey to be conducted by the State. The area shall be reswept as necessary until accepted by the Engineer. Should any shoals, lumps or other lack of contract depth be disclosed by the examination, the Contractor will be required to remove same by dragging the bottom or by excavating.

Sweeping operations shall be carried out from the reference lines, control points, and bench marks as indicated on the drawings. Ranges required by the Contractor to carry out the sweeping operations shall be set by the Contractor at his own expense. The Contractor's method and plan for accomplishing the sweeping operation shall be included in the Contractor's Operation Plan.

The Contractor shall notify the Engineer or his authorized representative when the area is ready to be surveyed. When the entire dredging area is found to be in a satisfactory condition, it will be accepted finally.

#### PART 4 - MEASUREMENT AND PAYMENT

##### 4.1 LUMP SUM PAYMENT FOR BASE BID CUBIC YARDS

The material removed will be measured by cubic yard in place by means of soundings taken before and after dredging. The Engineer will be responsible for conducting bathymetry surveys prior to the start of dredging, during the period of dredging, and after dredging has been completed. The measurement and payment for the completion of work required under this Section, including all equipment, labor and material required to accomplish the work, shall be the lump sum bid in the proposal for the dredging quantity of 5,000 cubic yards (in-situ quantity) at Lahaina SBH and 1,000 cubic yards at Mala Boat Ramp.

##### 4.2 UNIT PRICE PAYMENT IN EXCESS OF BASE BID CUBIC YARDS

The measurement and payment for the completion of work required under this Section, including all equipment, labor and material required to accomplish the work, shall be the cubic yard unit price bid for dredging quantity exceeding 5,000 cubic yards (in-situ quantity) at Lahaina SBH, and quantity exceeding 1,000 cubic yards at Mala Boat Ramp.

END OF SECTION