

LINDA CROCKETT LINGLE
Mayor
GEORGE N. KAYA
Director
CHARLES JENCKS
Deputy Director
LLOYD P.C.W. LEE, P.E.
Chief Staff Engineer



COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS

200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

AARON SHINMOTO, P.E.
Land Use and Codes Administration
EASSIE MILLER, P.E.
Wastewater Reclamation Division
RALPH NAGAMINE, P.E.
Engineering Division
BRIAN HASHIRO, P.E.
Solid Waste Division
MELVIN HIPOLITO
Highways Division

'92 JAN 22 P12:07

January 15, 1992

OFFICE OF ENVIRONMENTAL
QUALITY CONTROL

Mr. Brian J.J. Choy, Director
Office of Environmental Quality Control
220 S. King Street, 4th Floor
Honolulu, Hawaii 96813

Dear Mr. Choy:

Subject: Negative Declaration for the New Above-Ground Fuel
Tanks and Fireline for Makawao Public Works Baseyard,
TMK 2-4-17:21, Makawao, Maui, Hawaii

The Department of Public Works, County of Maui, has reviewed the environmental assessment for the New Above-Ground Fuel Tanks and Fireline for Makawao Public Works Baseyard, and has determined that the project will not have any significant impacts on the environment. Based on our determination, we are filing a negative declaration for this project.

Enclosed are four copies of the environmental assessment.

Please contact Mr. David Wissmar at 243-7869 if you have any questions. Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "George N. Kaya".

George N. Kaya
Director



1992-02-08 - MA, FEA - Makawao Pk Public Works Baseyard
Two Above Ground Fuel Tanks: final

ENVIRONMENTAL ASSESSMENT
NEW ABOVE-GROUND FUEL TANKS, MAKAWAO
PUBLIC WORKS BASEYARD
NOVEMBER 1991

Proposing Agency: County of Maui
Department of Public Works
Highways Division

Agencies Consulted
County: Planning Department
Water Department

State: OEQC
Environmental Center, U of H
Department of Health, Safe Drinking
Water Branch
Department of Transportation, Highways
Division
Department of Land and Natural Resources

Federal: Soil Conservation Service, U. S. Department
of Agriculture

PROJECT CHARACTERISTICS

General: The County of Maui, Department of Public Works is proposing to install two above-ground fuel tanks at the existing Makawao Public Works Baseyard near Makawao Town, Maui (TMK: 2-4-17:21). The site is a 5.30 parcel on gently sloping ground at elevation of approximately 1700 feet. The baseyard is used for parking and servicing of all vehicles and construction equipment. There is a garage, office, storage building and a toilet building. The attached tax map shows the approximate location.

Technical: The proposed project will consist of the installation of two new above-ground, double-walled, one 1500-gallon gasoline tank and one 2000-gallon diesel tank.

Economic: Installation of the fuel tanks will cost the County approximately \$50,000. The existing fuel tanks are over 25 years old and in order to reduce long term testing and monitoring costs, the old tanks will be removed entirely. The old tanks are not equipped with fuel containment, fuel monitoring, leak detection or corrosion protection. It is estimated that costs to bring the existing tanks and piping to conformance with EPA regulations will exceed the cost of new above-ground tanks.

Environmental: The fuel tanks will be of the latest design, double-walled with fuel over-spill and containment provisions. The tanks will be approved by the County Fire Department. The facility is planned to be pollution free, except for the gas and diesel vapors during refueling, or small drips as fuel hoses are removed from vehicle fueling ports. The tanks are low in profile, painted green, and resemble large molded rectangular blocks (8' wide by 12' long by 5-1/2' high).

SUMMARY OF THE AFFECTED ENVIRONMENT

The proposed tanks will replace old fueling arrangements at the Makawao baseyard. The new tanks are modern in design, safe and pollution free to operate. There are no endangered fauna, critical habitats, historical/archaeological or cultural sites within the fenced compound. The ground is grassed or paved with asphalt and concrete, well drained, and well away from any water sources.

SUMMARY OF MAJOR IMPACTS

Short Term

1. Depletion of labor and material resources during construction.
2. Some dust and noise during construction. Water for dust control is available within 50 feet.

Long Term

Air Quality: Emissions are expected from motor vehicles entering and exiting the baseyard. The pollution from motor vehicles is expected to be very minimal. No significant impact to the air quality is expected.

Water Quality: No significant impact to the water quality is expected.

Noise: Vehicles entering and exiting the baseyard will generate noise. The noise from traffic would be very minimal. No significant noise impact is expected.

Archaeological: No significant archaeological impact is expected.

Flora: No significant impact on the flora is expected.

Fauna: No significant impact on the fauna is expected.

Visual: The new fuel tanks are small compared to the building structures and heavy equipment positioned in the Public Works baseyard. Visual impact will be minimal.

ALTERNATIVES CONSIDERED

The "no-action" alternative was considered but deemed to be unacceptable because the benefits of refueling from county owned and operated fuel tanks and the anticipated costs of retrofitting the existing tanks.

PROPOSED MITIGATION MEASURES

1. The temporary dust and noise which would occur during construction will be controlled by application of appropriate pollution control measures.
2. Trees will be planted around the perimeter of the new baseyard in order to reduce visual impact of the semi-industrial appearance.

DETERMINATION

The new fuel tanks are not expected to cause significant impacts to the environment. Therefore, it has been determined that a negative declaration will be filed.

FINDINGS AND REASONS SUPPORTING DETERMINATION

1. The proposed project will not involve an irrevocable commitment to loss or destruction to any natural or cultural resources.
2. The proposed project will not curtail the range of beneficial uses of the environment.
3. The proposed project will not conflict with the State's long-term environmental policies.
4. The proposed project will not substantially affect the economic or social welfare of the community or State.
5. The proposed project will not involve substantial secondary impacts, such as population changes or effects on public facilities.
6. The proposed project will not involve a substantial degradation of environmental quality.

7. The proposed project will not substantially affect any rare, threatened or endangered species of flora or fauna or habitat. No endangered species of flora or fauna are known to exist in the project site.
8. The proposed project will not detrimentally affect air or water quality or ambient noise levels.
9. The proposed project will not be located in any environmentally sensitive area, such as flood plain, tsunami zone, erosion-prone area, geologically hazardous land, estuary, fresh water, or coastal waters.

For the reasons above, the proposed project will not have any significant effect in the context of chapter 343, Hawaii Revised Statutes and section 11-200-12 of the State Administrative Rules.



DEPARTMENT OF WATER SUPPLY
COUNTY OF MAUI
P.O. BOX 1108
WAILUKU, MAUI, HAWAII 96793-7108

November 25, 1991

Mr. Dave Wissmar
Superintendent of Highways Division
County of Maui
Department of Public Works
200 South High Street
Wailuku, Maui, Hawaii 96793

Re: Environmental Assessment for New Above-Ground Fuel Tanks,
Public Works Baseyard, Makawao, TMK: 2-4-17:21

Dear Mr. Wissmar,

We have nothing to add to the subject EA. We have no objections to the proposed project, provided removal & closure of existing tanks and installation & use of new tanks are undertaken according to applicable groundwater protection regulations.

Thank you for the opportunity to comment on this Environmental Assessment.

Sincerely,

Rae M. Shikuma
Director

REC'D NOV 29 1991

"By Water All Things Find Life"

UNITED STATES
DEPARTMENT OF
AGRICULTURE

SOIL
CONSERVATION
SERVICE

P. O. BOX 50004
HONOLULU, HAWAII
96850

December 11, 1991

9 12 18 21:55

Mr. George Kaya, Acting Director
Department of Public Works
Highways Division
County of Maui
200 S. High Street
Wailuku, Hawaii 96793

Dear Mr. Kaya:

Subject: Environmental Assessment (EA) - New Above-Ground Fuel Tanks,
Makawao Public Works Baseyard, Makawao, Hawaii

We have reviewed the EA for the New Above-Ground Fuel Tanks for the Makawao
Public Works Baseyard and have no comments to offer at this time.

We would appreciate the opportunity to review the Draft Environmental
Impact Statement.

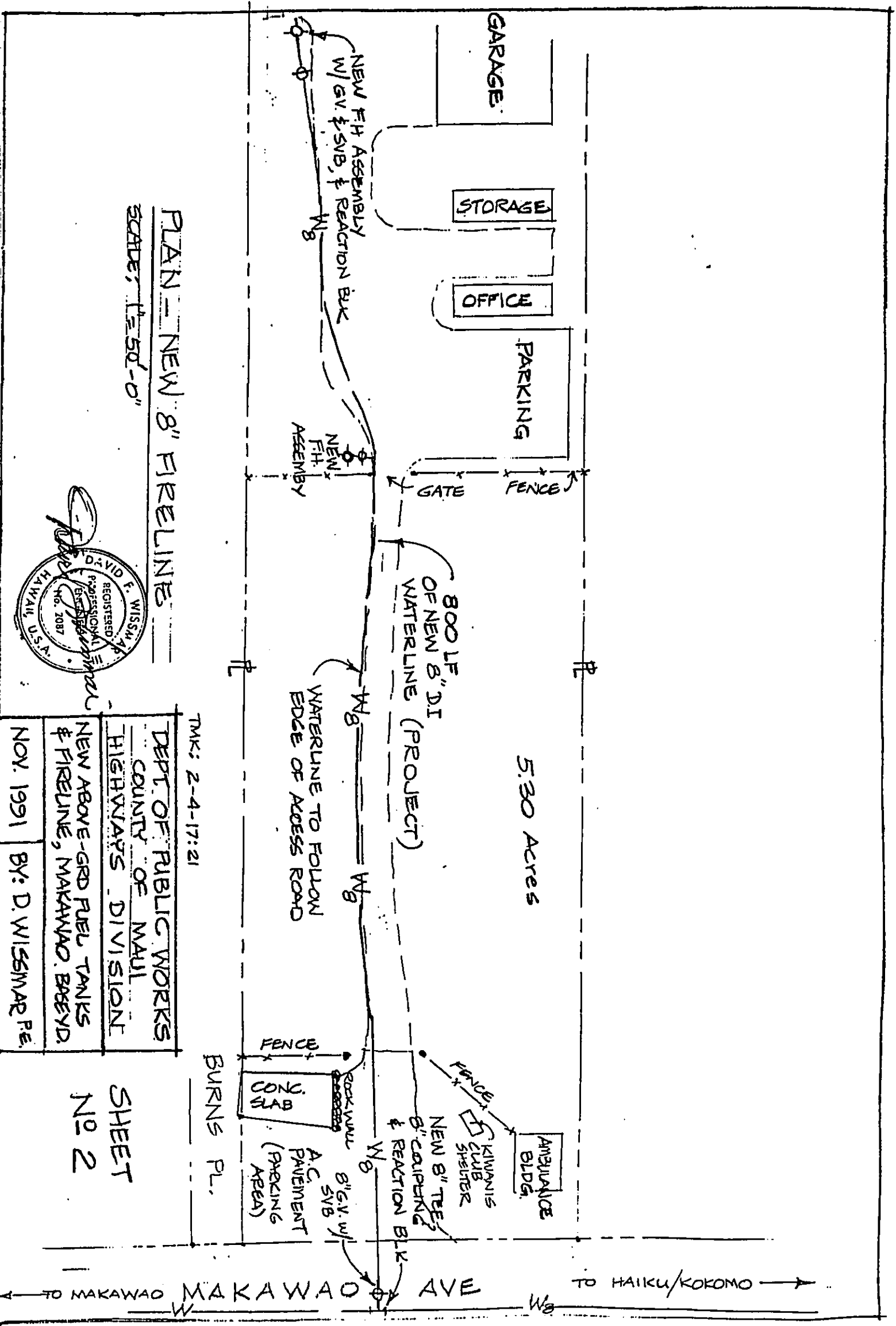
Sincerely,

Warren M. Lee
WARREN M. LEE
State Conservationist

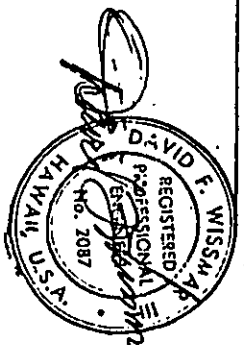
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John
1418

REC'D DEC 19 1991

COMMENTS RECEIVED FROM
OTHER AGENCIES BY JANUARY 15, 1992



PLAN = NEW 8" FIRELINE
 SCALE: 1" = 50'-0"



DEPT. OF PUBLIC WORKS
 COUNTY OF MAUI
 HIGHWAYS DIVISION
 NEW ABOVE-GRD FUEL TANKS
 & FIRELINE, MAKAWAO BARBYD.
 NOV. 1991 BY: D. WISNAR P.E.

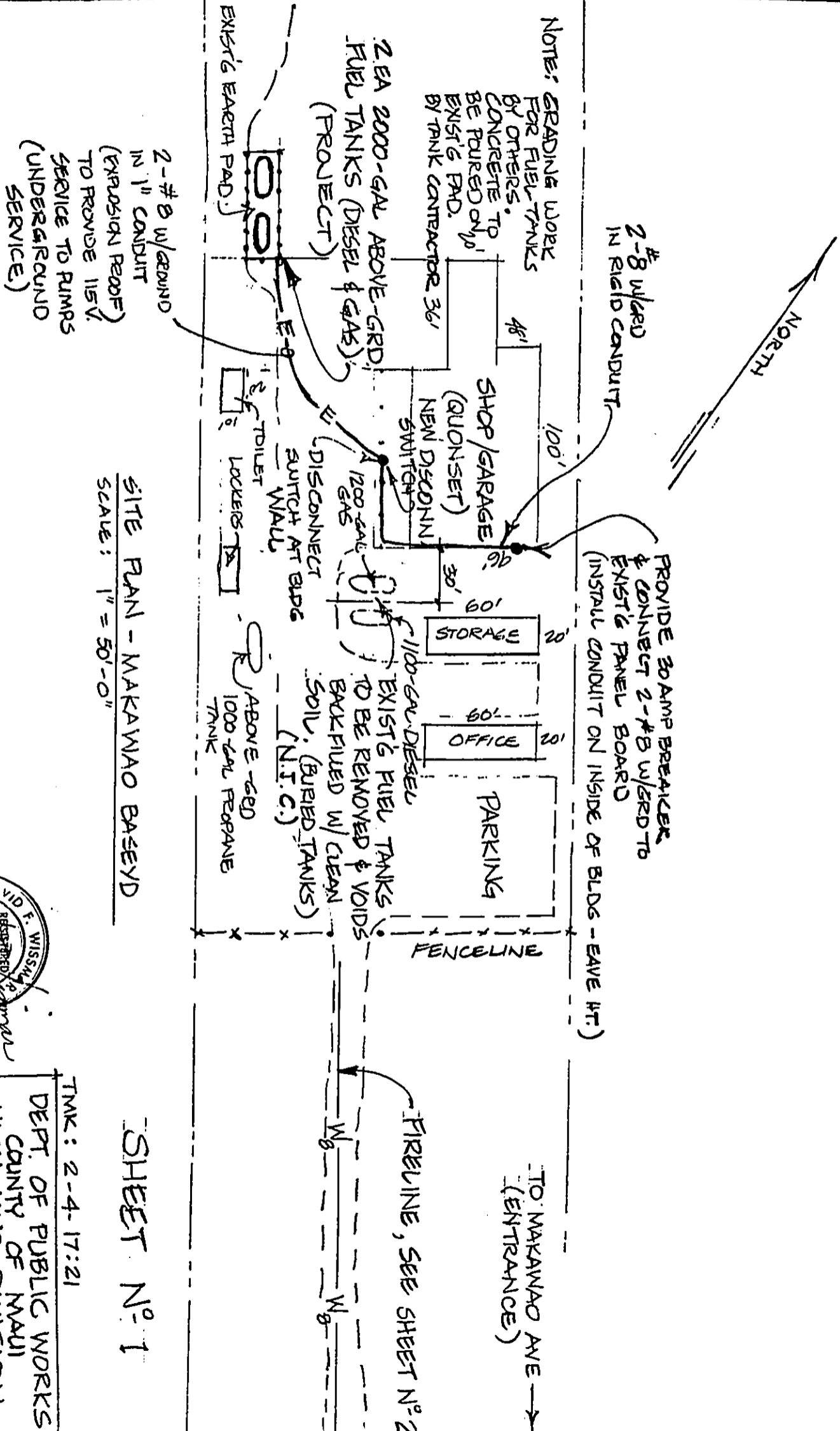
SHEET
 NO 2

TMK: 2-4-17:21

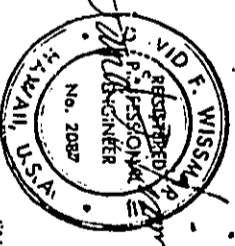
BURNS PL.

5.30 Acres

TO MAKAWAO ← MAKAWAO AVE → TO HAIKU/KOKOMO



SITE PLAN - MAKAWAO BASEYD
 SCALE: 1" = 50'-0"



SHEET N° 1

TMK: 2-4-17:21

DEPT. OF PUBLIC WORKS
 COUNTY OF MAUI
 HIGHWAYS DIVISION

NOV. 1991 BY: D. WISSNARE P.E.

NEW ABOVE-GRD FUEL TANKS
 & FIRELINE, MAKAWAO BASEYD.

SPECIFICATIONS

for

NEW ABOVE GROUND FUEL TANKS & FIRELINE

at

MAKAWAO PUBLIC WORKS BASEYARD,
MAKAWAO, MAUI, HAWAII

JOB NO. 91-77

NOVEMBER 1991

NOTICE TO CONTRACTORS
(Advertisement for Bids)

SEALED BIDS for supplying, furnishing and paying for all labor, materials, tools, transportation and equipment necessary to construct in place complete, all work as shown and called for in the plans and specifications will be received by the Bid Receiver, Purchasing Division, Department of Finance, County Building, High Street, Wailuku, Maui, Hawaii up to and publicly opened at 2:00 p.m. on _____, at the Conference Room of the Department of Finance, County of Maui, 2nd Floor of the Kalana O Maui Building, 200 S. High Street, Wailuku, Maui, Hawaii for:

NEW ABOVE GROUND FUEL TANKS & FIRELINE AT MAKAWAO PUBLIC WORKS BASEYARD
JOB NO. 91-77
MAKAWAO, MAUI, HAWAII

The project consists of the installation of two new 2,000-gallon fuel tanks with concrete pads, electrical service, pumps, and other accessories; and installation of 800' fireline. All work shall conform to the Standard Details and Specifications of the Department of Public Works and Department of Water Supply, unless otherwise modified in the plans for as specified herein.

Plans, specifications, forms of Proposal and other contract documents may be obtained from the Purchasing Division of the Department of Finance, County of Maui, State of Hawaii, 200 South High Street, Wailuku, Hawaii - 96793.

The Director of Finance of the County of Maui reserves the right to accept or reject any and all bids, and to waive any defects in the Proposal, when in his opinion, such rejection or waiver will be for the best interest of the public.

Bidders must be qualified in compliance with Section 103-25 of the Hawaii Revised Statutes. A written notice of Intention to Bid must be submitted to the Director of Finance, County of Maui, at least six (6) days prior to the date of bid opening.

The Contractor and his subcontractor, if any, shall comply with all applicable revisions of the law relative to the Minimum Wage Schedule, Section 387-2, HRS.

No proposal will be considered unless accompanied by one of the following forms of bidder's security: cash, a cashier's check or certified check on a solvent bank doing business within the State; or a bidder's bond executed by an approved surety insurer, made payable to the Director of Finance in the manner, form, and amount required by Sections 103-28, 103-30, and 103-31, Hawaii Revised Statutes.

Attention to bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

Sections 103-41 through 103-48, Hawaii Revised Statutes, provide preference for Hawaii Products; however, such preference shall be given only upon submittal to bidder's written statement that his product has been qualified and registered with the Hawaii Produce List on file in the Office of the Comptroller, State of Hawaii.

Travis O. Thompson
Director of Finance
County of Maui

Advertisement
Maui News: _____

INSTRUCTION TO BIDDERS

1. EXPLANATION TO BIDDERS: Any explanation desired by the bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and such written inquiry shall be delivered to the Department of Parks and Recreation, County of Maui, at least ten (10) days prior the bid opening date. Oral explanations or instructions given before the award of the contract shall not be binding. Any interpretation made shall be in the form of an addendum to the specifications or drawings and shall be furnished to all bidders and its receipt by the bidder shall be acknowledged.
2. AVAILABILITY OF FUNDS: Award of the contract hereunder shall be conditioned upon funds being made available for construction thereunder. The Director of Finance, County of Maui reserves the right to hold all the bids received for a period of sixty (60) days from date of the opening, during which time no bids may be withdrawn unless otherwise required by law.
3. RESPONSIBILITY OF BIDDERS TO STUDY SITE: At the time of opening of bids, each Bidder will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the plans, specifications and other contract documents, including all addenda. Each Bidder must form his own opinion of the character of the work and of the materials to be excavated from an examination of the project site, from studies and inspection of available samples and records and from such other investigation as he may desire to make. He must make his own interpretation and satisfy himself by his own investigations and research regarding all conditions affecting the work to be done and labor and materials needed and make his bid in sole reliance thereon. Failure of the Bidder to inform himself of the construction and labor condition under which the work is to be performed will not relieve him of his obligation to furnish all materials and labor necessary to perform the work as set forth in his bid and to perform the contract, if awarded to him.
4. NOTICE OF INTENTION TO BID AND QUESTIONNAIRE: A prospective bidder must file a written notice of his intention to bid in the office of the Department of Finance, County of Maui, at least six (6) calendar days prior to the date designated for opening of bids. He shall also file a "Standard Questionnaire and Financial Statement for Bidders" form prepared by the Department of Public Works, State of Hawaii. Said questionnaire form may be obtained from the Department

of Finance, County of Maui. The completed form shall be filed in the Office of the Department of Finance, County of Maui, at least forty-eight (48) hours prior to opening of bids.

5. PROPOSAL GUARANTY: All bids shall be accompanied by a bid deposit in accordance with Section 103-28, Hawaii Revised Statutes (HRS), as evidence of good faith and as a guarantee that if awarded the contract, the bidder will execute the contract and give bond as required. The successful bidder's Proposal Guaranty will be retained until he has entered into a satisfactory contract and furnished a hundred percent (100%) performance and payment bond. The bid deposit furnished by unsuccessful bidders shall be returned to them after the contract is entered into with the successful bidder. If a contract is not awarded and entered into, such bid deposit will be returned after the Director of Finance, County of Maui, determines that none of the bids will be accepted.

Should the successful bidder fail to enter into a contract and furnish a satisfactory bond within the time prescribed, the bid deposit shall be forfeited as liquidated damages.

6. SUCCESSFUL BIDDER TO FILE PERFORMANCE AND PAYMENT BOND: The successful bidder will be required to file a performance and payment bond in the amount of a hundred percent (100%) of the contract price.
7. NUMBER OF EXECUTED ORIGINAL COUNTERPARTS OF CONTRACT DOCUMENTS: If desired by the Department of Parks and Recreation, County of Maui, three (3) copies of the contract proper and performance bond shall be executed.
8. OMISSIONS OR ERASURES: Any Proposal which contains any omission or erasure alteration not properly initialed, or conditional bid, or other irregularity, may be rejected.
9. PROPOSAL FORM: The enclosed Proposal form is furnished only for the guidance of bidders and is not to be used for actual bidding. Should the prospective bidder's questionnaire and financial statement be considered satisfactory, he will be given an official copy of the Proposal on which his bid shall be made not less than twenty-four (24) hours before the time advertised for opening of the bids.
10. WITHDRAWAL OF BID: No bidder may withdraw his bid after the hour of the opening thereof and for sixty (60) calendar days thereafter, without forfeiture of his bid deposit as covered in paragraph above.

11. INFORMAL BIDS: Any informal or irregular bid or proposition for doing the work shall be rejected by the Director of Finance, County of Maui. The failure or omission of any Bidder to receive or examine any form, instrument of document shall in no way relieve him from any obligation regarding his bid.
12. RETURN OF PLANS AND SPECIFICATIONS BY BIDDERS: Should any bidder taking our plans and specifications fail to return them intact to the Purchasing Division of the Department of Finance, County of Maui, within forty-five (45) calendar days after the opening of bids, the deposit on said plans and specifications may be forfeited to the Department of Finance, County of Maui. The sample form of the Proposal in the specifications is not to be detached from the Specifications.
13. QUALITY OF MATERIALS: Materials specified by manufacturer's name and catalog number are for the purpose of establishing quality desired. Materials, having equal or better quality of other makes may be substituted subject to the Department of Parks and Recreation (County of Maui) approval. Requests for approval shall be made in writing not less than ten (10) days prior to the time of bid opening. The decision of the Department of Parks and Recreation, County of Maui, in this report shall be final.
14. CONTRACTOR'S LICENSE REQUIRED: The Director of Finance, County of Maui, will reject all bids received from Contractors who have not been licensed as Type "A" Contractors by the State Contractor's License Board in accordance with Chapter 444, Hawaii Revised Statutes, and statutes amendatory thereto.
15. EVIDENCE OF AUTHORITY OF BIDDER TO SUBMIT PROPOSAL: When the Proposal is signed by an agent, an officer or manager of a corporation or a member of a co-partnership, evidence of the authority of the signer(s) to submit a Proposal and to enter into a contract shall be submitted with the Proposal.
16. SEALED PROPOSAL: Proposals for this project shall be enclosed in a sealed envelope. The envelope shall be marked for proper identification with the project title.
17. PUBLIC OPENING OF PROPOSALS: Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.
18. PUBLIC CONTRACTS: Relating to contracts for Public Works, portion of Chapter 103, Hawaii Revised Statutes, is written below for Contractor's information.

The purpose of Section 103-29, Hawaii Revised Statutes, is to require bidders on public works contracts to include in their bids the names of all other persons or firms to be engaged on the project as joint contractor or subcontractors and to indicate the nature of the work such joint contractor or subcontractor will perform; and to provide for the termination of the contract by the contracting agency in cases where the contractor makes substantive changes from his original itemized bid.

Chapter 103, Hawaii Revised Statutes, is as follows:

"103-29. Bids to include certain information. In addition to meeting other requirements of bidders for public works construction contracts each such bid shall include the name of each person or firm to be engaged by the bidder as a joint contractor or subcontractor in the performance of the public works construction contract. The bid shall also indicate the nature and scope of the work to be performed by such joint contractor or subcontractor. All bids which do not comply with this requirements shall be rejected."

"103-33. Termination of contract by contracting agency. The contracting officer for any contract executed in accordance with this chapter may terminate the contract at any time when, in the opinion of the contracting officer, the contractor has made unjustifiable and substantive changes from the condition set forth in his original itemized bid; provided, that the changes which are directly due to the failure, refusal, or inability of a subcontractor named in the contractor's original itemized bid in accordance with Section 103-29 to enter into the subcontract or because of the subcontractor's insolvency, inability to furnish a reasonable performance bond, suspension or revocation of his license, or failure or inability to comply with other requirements of the law applicable to contractors, subcontractors and public works projects shall not be deemed to be unjustifiable and substantive changes warranting termination of the contract by the contracting officer. Upon termination, the contracting officer shall limit payment to the contractor to that part of the contract satisfactorily completed at the time of termination."

19. GENERAL CONDITIONS, SPECIAL PROVISIONS, INSTRUCTIONS TO BIDDERS, ETC.: Bidders are required to inform themselves fully of the general conditions of the Department of Public Works, County of Maui (dated August 5, 1964) which by reference are incorporated and applicable to this project.

The General Conditions have been separately compiled and are on file in the Department of Parks and Recreation, County of Maui. It shall be the duty of the Bidder to obtain a copy of the General Conditions.

Any contract entered into shall, by reference, incorporate the provisions of the General Conditions, the Proposal, Specifications and Plans, Instructions to Bidders. In case of any conflict in the provisions of the General Conditions and the Instructions to Bidders, the Instructions to Bidders shall prevail.

20. AMENDMENTS TO HAWAII REVISED STATUTES: The Contractor's attention is called to the following amendments to the Hawaii Revised Statutes:

(A) Chapter 444 of the Hawaii Revised Statutes relating to the payment of Subcontractors.

(B) Section 103-32 Hawaii Revised Statutes relating to the expenditure of Public Money and Public contracts to read:

"Section 103-32. Contracts to be in writing; lowest responsible bidder. All contracts shall be in writing and shall be executed in the name of the State, County of the board, bureau, or commission thereof authorized to let contracts in its own name, as the case may be, by the officer letting the contracts, and shall be made with the lowest responsible bidder, except as provided for in Sections 103-43 and Section 103-53.5, if the bidder qualifies by providing the security required by Sections 103-34 to 103-37. If the lowest bid or any other bid is rejected, or if the bidder to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, the officer, may in his discretion, award the contract to the lowest remaining tenders as provided in Section 103-26; provided that at this discretion the officer, after determining the lowest responsible bidder, may negotiate with such bidder to reduce the scope of work and to award the contract at a price which reflects the reduction in the scope of work, or may in the case of only one bidder and when the bid exceeds available funds for the contract, negotiate with such bidder to reduce the price and award the contract at the reduced price."

21. ENVIRONMENTAL POLLUTION CONTROL

GENERAL: Environmental pollution control shall consist of the protection of the environment from pollution during and

as a result of construction operations under the contract. The control of environmental pollution requires the consideration of air, water, and land and involves noise, dust, solid waste management, as well as other pollutants. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State and County Laws and regulations concerning environmental pollution control and abatement.

PROTECTION OF LAND RESOURCES: Land resources within the project area and outside the limits of permanent work performed under the contract shall be preserved in their present condition or be restored to a natural condition that will not detract from the appearance of the surrounding area. Except in areas marked on the drawings to be cleared, the Contractor shall not deface, injure or destroy trees or shrubs nor remove or cut them without approval. Any tree or other landscape features scarred or damaged by the Contractor's equipment or operation shall be restored as nearly as possible to its original condition at the Contractor's expense.

WATER POLLUTION: The Contractor shall not pollute water resources, including streams and drainage systems, with fuel, oils, bituminous materials, calcium chloride, acids, construction wastes, wash waters or other harmful materials. Surface drainage from cuts and fills, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion to meet acceptable limits. Objectionable construction discharges shall be processed, filtered, ponded or otherwise treated prior to their discharge into a waterway or drainage system. Disposal of any material, garbage, oil, grease, chemicals, trash and other similar materials in areas adjacent to streams or drainage systems shall be subject to the approval of the Officer-in-Charge.

PROTECTION OF FISH AND WILDLIFE: The Contractor shall at all times perform all work and take such steps to prevent any interference or disturbance to fish and wildlife.

DUST CONTROL: The Contractor shall maintain all excavation, embankment, stockpile and all other work within or adjoining the project site free from dust which would cause a hazard or nuisance. Sprinkling, chemical treatment, bituminous treatment or similar approved methods will be permitted to control dust. Sprinkling must be repeated at such intervals as to keep all pavements and disturbed areas at least damp enough to prevent dust nuisance at all times and the Contractor shall have sufficient equipment on the job to accomplish this.

SUB-CONTRACTORS: Compliance with the provisions of this section by the Sub-Contractors will be the responsibility of the Contractor.

NON-COMPLIANCE: The Officer-in-Charge will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. If the Contractor fails or refuses to comply promptly the Officer-in-Charge, with the approval of the Contracting Officer, may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or payment for excess costs or damages shall be made for the time lost due to such stop action.

PAYMENT: The cost of environmental pollution control shall not be paid for directly but shall be considered incidental and included in the prices bid for the various items of work.

22. OVERTIME INSPECTION: (Supplement to Section 37 of the standard General Conditions, County of Maui):

If the Contractor wishes to work at such time of the day which is during the period other than the regular business hours of the County, or on a Saturday, Sunday, or legal State holiday, he shall make a written request for inspectional services during such period. If such a request is made and granted, the Contractor shall notify the Officer-in-Charge not less than 48 hours in advance of the time when such inspectional services are required. The Contractor shall pay the County at the rate per hour designated by the County for each inspector provided.

23. PUBLIC LIABILITY INSURANCE: Each Contractor shall purchase and keep in force and effect such policy or policies of insurance including liability insurance naming the County of Maui as an additional named-insured in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) for a single person and One Million Dollars (\$1,000,000.) for each accident; and the policy evidencing the same, or a certificate indicating its existence shall be delivered to the Finance Director at Wailuku, Maui, Hawaii within 15 days after the contract is awarded. The policy shall not contain any clause to the effect that the insurer is not liable on account arising out of work performed by sub-contractor or their employees. Contractor shall instruct the insurance company insuring such a policy or policies to send to the County of Maui a copy of all statements for premiums due and warning notices at least 30 days prior to any due dates or other deadline for action or payment. In the event of injury, loss or damage concerning this project, the contractor shall give immediate notice thereof to the County.

24. PERMITS AND REGULATORY REQUIREMENTS:

The Contractor shall obtain and pay for all permits necessary, whenever the State or County laws or regulations require a permit before doing any work called for under this specification.

P R O P O S A L

Director of Finance
County of Maui
Wailuku, Maui, Hawaii

Gentlemen:

The undersigned has carefully examined the attached plans and specifications marked:

NEW ABOVE GROUND FUEL TANKS & FIRELINE AT MAKAWAO

PUBLIC WORKS BASEYARD

MAKAWAO, MAUI, HAWAII

TAX KEY: 2-4-17:21

COUNTY OF MAUI

JOB NO. 91-77

and hereby proposes to supply, furnish and pay for all labor, transportation, materials, tools, and equipment necessary to construct complete in place all the work and construction as shown and called for according to the true intent and meaning of the plans and specifications, all for the total Lump Sum Basic Bid of

_____ DOLLARS (\$ _____)

and will fully complete the entire project within 120 consecutive calendar days after a written Notice to Proceed has been given by the Finance Director.

In order that an award of contract may be made within the available funds for this project, each bidder must and is required to complete this Bid Form.

The Award of Contract is conditioned upon the amount of funds available for the Contract.

As defined herein, the term "lowest responsible bidder" shall mean the bidder submitting the lowest total lump sum basic bid. Should the lowest total lump sum basic bid be above the available funds, the deductive alternatives, in the order listed, may be incorporated in the proposal until a bid price is reached within the available funds.

The undersigned further agrees that the Finance Director reserves the right to accept or reject any or all bids.

The undersigned also agrees with the stipulation of the General Conditions "Liquidated Damages", and is cognizant that such damages are fixed at the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each and every calendar day the Contractor shall delay in the completion of the work under the contract.

In compliance with the provisions of Sections 103-29, 103-33 and 103-48 of the Hawaii Revised Statutes the bidder shall include in his bid the names of each person or firm to be engaged by the bidder on the project as joint contractor or subcontractor and shall also indicate the name and scope of the work to be performed by such contractor or subcontractor.

Name of Joint contractor or Sub-Contractor	Nature and Scope of Work
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Upon acceptance of the proposal by the Finance Director, the undersigned agrees to enter into and execute a Contract for the same and furnish a bond to conform to the Provisions of Sections 103-21, 103-26, to 103-38 of the Hawaii Revised Statutes.

Enclosed herewith is: Surety Bond)
 Certificate of Deposit) cross out three
 Certified Check)
 Legal Tender)

for the sum of _____ DOLLARS (\$ _____)
 as required by law.

BID PROPOSAL BREAKDOWN

BASIC BID

LUMP SUM BID

- A. Tank Installation
 - 1. Furnish and install two 2,000-gallon fuel tanks with pumps and other accessories
 - B. Site Improvements
 - 1. Concrete work and pipe post installation
 - 2. Electrical work
 - C. Fireline
 - 1. Installation of new fireline
- Subtotal Basic Bid

ADDITIVE ALTERNATE NO. 1

- A. Furnish and install card reader system for each tank as specified in the card reader specifications
- Total Lump Sum Bid

Respectfully submitted,

Bidder

By

If corporation, please state name of officer who will execute the contract.

Name Capacity

Name Capacity

Date: _____

Address: _____

Please attach to this page evidence of the authority of this officer to submit bid on behalf of the Company, giving also his address and the names and addresses of the Vice-President and Secretary.

Contractor's License No.

SECTION D - GENERAL CONDITIONS

GENERAL CONDITIONS, CONTRACT FORM, BOND FORM

The General Conditions, Bond Form and Contract Form, although not physically included, are hereby made a part of the contract and as such they shall be read by the Contractor. Copies of the General Conditions, Contract Form and Bond Form may be obtained from the Department of Parks and Recreation located at 1580 Kaahumanu Avenue, Wailuku, Maui, Hawaii.

SECTION E - SPECIAL PROVISIONS

1. BUILDING LAWS: The Contractor shall comply with local laws, ordinances, rules, and regulations bearing on the work, and he must obtain and pay for all permits, licenses, certificates and give all notices required by them.
2. DEFINITION CHANGES: Whenever the following words are used in the specifications, it shall govern these specifications:
 - A. Board. The term Board, whenever used herein, refers to and means the Director of Finance of the County of Maui.
 - B. Architect, Engineer, Director, or Officer-in-Charge. The term Architect, Engineer, Director, or Officer-in-Charge, whenever used herein, refers to and means the Engineering Division, Department of Public Works of the County of Maui.
 - C. Chairman and Executive Officer. The term Chairman and Executive Officer, whenever used herein, refers to and means the Mayor of the County of Maui.
 - D. County. The term County, whenever used herein, refers to the County of Maui.
3. SPECIFIED ARTICLE OR EQUAL CLAUSE: In any section of these specifications where one or more manufacturer's brand names or materials or equipment specified as indicating quality, style, appearance or performance, the Contractor or supplier, for bidding purpose will base his bid on one of the specified brand names, except that where such certain brands are specified, alternate brands may also be qualified, if such is found equal or better by submitting a request to the Director for review and approval at the earliest date possible. No such request will be considered unless officially time stamped as received by the Director's Office or postmarked on mailing envelope not less than ten (10) days before the opening of bids.

Substitution of materials and equipment will not be allowed after the bid date, except when dictated by unforeseen circumstances as:

1. If specified or prequalified item is delayed by a lengthy strike in the factory causing an abnormal delay in project completion, a substitute would be considered.

2. If a specified or prequalified item is found to be useable to change or other circumstances, a substitute will be considered.

The substitution requested, due to unforeseen circumstances should have to be explained in full by the Contractor including quotations, letters, etc., and any savings in cost would be rebated by the County of Maui.

A statement showing the unit price and quantities involved shall be submitted together with other information for the substitution. The above shall not be construed to mean that substitution for the materials and equipment will be allowed. The Director reserves the right to reject and disapprove any request he deems irregular.

4. RUBBISH: During the progress of this work, all rubbish, nails, empty crates, metal pieces, waste lumber, etc., shall be removed at the end of each day's work from the site and grounds shall be left clean and orderly.
5. MEANING OF TERM DAY: Any reference to "day" or "days" made in these General Conditions or in the Contract to be executed shall be understood and construed to mean and refer to CALENDAR DAYS.
6. FIRE INSURANCE: The Contractor shall carry fire insurance, made payable to himself to cover any loss by fire during the progress of the work and until final acceptance of the contract, equal to the amount of payments made on account of the contract. Proof that insurance is being provided shall be delivered to the Board at Wailuku, Maui, Hawaii.
7. SURVEYOR: The Contractor shall employ a State registered land surveyor to establish the lines and levels of the work, and to stake out and establish marks for determining such lines and levels from time to time.
8. BARRICADES: The General Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades, or other protective means around the project site as may be ordered by the Director of Public Works, for the effectual protection of the public or of workmen employed on the project.
9. ELECTRICITY: All temporary electric wiring and connection to power company's line and all electric current used for any construction operation shall be furnished and paid for by the Contractor.

10. WATER: All water required for any branch of the construction work shall be supplied and paid for by the Contractor.
11. WAGES AND HOURS: The attention of all bidders is called to Section 6 of the General Conditions relative to hours of labor, minimum wages and overtime pay. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations five (5) days prior to the date set for the opening of bids shall be paid to the various classes of laborers and mechanics engaged in the performance of the Contract on the job site.

No work shall be done in excess of eight (8) hours in any day or on Saturdays, Sundays or legal holidays of the State without the written consent of the Director and should permission be granted to work at such time, the Contractor shall pay for all inspectional and administrative costs thereof at the rate set by the Director.

12. PROTECTION OF PROPERTY: The General Contractor shall take all necessary precautions during the progress of the work, to protect the adjoining property from damage and injury, and he shall promptly make good any such damages to adjoining property. The General Contractor shall repair and make good to the entire satisfaction of the Director of Public Works any damages to existing streets, sidewalks or other public property.

13. GUARANTEE OF WORK:

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of defective or inferior materials, equipment or workmanship for one year or as otherwise noted in the technical specifications from the date listed on the letter of final acceptance of the contract. All guarantee or work shall be transmitted in writing.
- B. If, within any guarantee period, repairs or change are required in connection with the guaranteed work, which in the opinion of the Director is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall within five (5) days and without expense to the County, commence to:
 - (1) Place in satisfactory condition in every instance all of such guaranteed work, correct all defects therein; and
 - (2) Make good all damages to the work or equipment thereof.

14. CLEAN AIR POLLUTION CONTROL REGULATIONS:

A. State Requirements

- (1) Public Health Regulations, Chapter 31 - Air Pollution, as amended by the First Amendment adopted August 14, 1970, shall be a part of the agreement to be entered into by the Contractor and the County of Maui.
- (2) The aforementioned regulations are not physically included in these specifications, but are included by reference. Copies of these regulations are available at the State Department of Health.
- (3) The Contractor shall comply with these regulations at all times.
- (4) The Contractor shall pay for all labor, equipment, tools, materials and incidentals necessary to comply with the above regulations. All costs shall be considered incidental and included in the bid. No additional compensation will be due the Contractor for any costs incurred by him in complying with these requirements.
- (5) The Contractor shall take corrective actions within four (4) hours from notification by the Engineer. If no action is taken, the County of Maui reserves the right to take whatever action is necessary to correct the situation and to deduct all costs incurred by the County of Maui in taking action from monies due the Contractor.

B. Federal Requirements: The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et seq.) as amended. Violations of these Acts will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency by the Officer-in-Charge with the approval of the Contracting Officer.

15. HISTORIC SITES: If significant remains are uncovered during construction activities, work should be stopped, and the Engineer shall be immediately notified, and proper archaeological excavations shall be conducted, as required.

SECTION F - MINIMUM WAGE SCHEDULE

In accordance with the provisions of Sections 104-1 to 104-11, inclusive, Hawaii Revised Statutes, as amended, the prevailing minimum wage schedule five (5) days prior to bid opening shall be a part of this contract and shall be complied with by the Contractor, Subcontractor and others who are connected with the job.

At the time any subcontracts are made, the Contractor shall inform the Director of Labor and Industrial Relations of the names and addresses of the subcontractors.

The Contractor and subcontractors shall maintain accurate and complete payroll records during the course of the work containing the name and address of each laborer or mechanic engaged in the performance of the contract at the job site, his job classification, hourly wage rate, daily and weekly hours worked, straight time and overtime pay earned, deductions made and actual weekly wages paid.

Payroll record shall be preserved for a period of six years.

The Contractor shall submit one copy of this payroll to this office at least once a week.

For further information on this Act, the Contractor has to secure a copy of Sections 104-1 to 104-11, inclusive, Hawaii Revised Statutes, as amended.

The prevailing schedule of wage rates five (5) days prior to bid opening date is recognized by the Director of Labor and Industrial Relations to be prevailing on public construction work for the purposes of Sections 104-1 to 104-11, inclusive, Hawaii Revised Statutes, as amended. All rates are subject to change. A copy of this wage schedule shall be posted on the job.

WAGES AND HOURS

The latest minimum wage rates as promulgated by the Director of Labor and Industrial Relations five days prior to the date set for the opening of bids shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the job site.

The Contractor shall keep himself fully informed of all existing and impending State and United States' laws and local municipal ordinances and regulations which in any manner affect or may affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the

conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall, at all times, observe and comply with all such existing laws, ordinances, regulations, orders and decrees and shall protect and indemnify the County of Maui, the Department of Water Supply, and all of its officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or by his employess. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the Officer-in-Charge in writing.

The Contractor shall keep insured against personal injury by accident, in compliance with the Workmen's Compensation Law of the State of Hawaii, all workmen directly or indirectly employed by him upon the work from its beginning until its final acceptance. (Chapter 97, Revised Laws of Hawaii, 1955, and statutes amendatory thereto.) Evidence of this insurance shall be filed with the Director of Finance, County of Maui, and such insurance shall provide that ten days' notice of cancellation or substantial change in the conditions of the insurance shall be furnished to the Director of Finance, County of Maui.

GENERAL
TECHNICAL SPECIFICATIONS
FOR
ABOVE GROUND FUEL STORAGE & DISPENSING SYSTEM

1. GENERAL REQUIREMENTS

As specified in Special Provisions & Proposal

2. APPLICABLE REGULATIONS

The Contractor shall comply with all applicable regulations of the EPA, Department of Health, County of Maui Department of Fire Control including the latest standard specifications and details.

3. WORK INCLUDED

It is the intent that the Contractor install an operational fireline for the Makawao Public Works Baseyard. Connection shall be made to the existing Makawao Avenue 8-inch waterline and new 8-inch ductile iron pipe installed from point of connection to a point adjacent to existing toilet structure within baseyard area. Total distance equals 800 lineal feet. Two hydrant assemblies shall be installed in the locations shown on the plans.

4. DESIGN DRAWINGS

Drawings are diagrammatic and indicate general alignment of fireline. Reasonable modification and changes in alignment to adjust to field conditions shall not constitute a basis for requesting additional funds.

5. TESTING AND INSPECTION

The Contractor shall furnish all equipment for testing waterline unless the Department of Water Supply agrees to furnish test equipment. The Contractor shall coordinate all testing with the Department of Water Supply.

6. CLEAN-UP AND RESURFACING

Upon completion of this work, the Contractor shall remove all debris and excess materials. All pavement that has been damaged or removed shall be replaced to a condition equal to or better than existing. Permits and traffic control arrangements required for the crossing of Makawao Avenue shall be the responsibility of the Contractor.

TECHNICAL SPECIFICATIONS
FOR
INSTALLATION OF NEW FIRELINE

1. GENERAL REQUIREMENTS

As specified in Special Provisions & Proposal

2. APPLICABLE REGULATIONS

The Contractor shall comply with all applicable regulations of the Department of Water Supply including the latest standard specifications and details.

3. WORK INCLUDED

It is the intent that the Contractor install an operational fireline for the Makawao Public Works Baseyard. Connection shall be made to the existing Makawao Avenue 8-inch waterline and new 8" ductile iron pipe installed from point of connection to a point adjacent to existing toilet structure within baseyard area. Total distance equals 800 lineal feet. Two hydrant assemblies shall be installed in the locations shown on the plans.

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Drawings are diagrammatic and indicate general alignment of fireline. Reasonable modification and changes in alignment to adjust to field conditions shall not constitute a basis for requesting additional funds.

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6. CLEAN-UP & RESURFACING

Upon completion of this work, the Contractor shall remove all debris and excess materials. All pavement that has been damaged or removed shall be replaced to a condition equal to or better than existing. Permits and traffic control arrangements required for the crossing of Makawao Avenue shall be the responsibility of the Contractor.

TECHNICAL SPECIFICATIONS

FOR

ABOVE GROUND FUEL STORAGE & DISPENSING SYSTEM

1. GENERAL REQUIREMENTS

As specified in Special Provisions & Proposal

2. APPLICABLE REGULATIONS

The Contractor shall comply with all applicable current local, State and Federal laws, ordinances, rules and regulations pertaining to such work and must obtain and pay for required permits, license and certificates and publish or post all notices required thereby. The revised interim policy (Revision No. 1) for the dispensing of fuels from above ground tanks by Maui County Department of Fire Control shall govern all work (copy attached to these specifications).

3. QUALIFICATION OF GASOLINE DISPENSING SYSTEM INSTALLERS

Installation of the fuel dispensing system shall be accomplished by firms or persons experienced in the field. Prior to start of any construction, the General Contractor shall submit data for approval by the Engineer that indicates the installer's experience in fuel dispensing system installation. The data shall include the names and locations of not less than three installations within the state or west coast. Persons doing work shall have at least one of the following contractor licenses: "A" (General Engineering), "C-37", "C-37F" or "C-68" (Service Station Installer).

4. WORK INCLUDED

Unless otherwise specified elsewhere, provide all labor, materials, equipment and transportation to construct and complete an above ground fuel storage and dispensing system at the Makawao Public Works Department Baseyard, all in accordance with the latest County of Maui, State of Hawaii, and Federal Standards, Ordinances and Regulations.

5. REFERENCES

- A. Standard Specifications for Public Works Construction, September 1986, as applicable to County of Maui, with exception of paragraph "Measurement and Payment", referred to as "County Standard specifications".
- B. Standard Details for Public Works Construction, September 1984, as applicable to County of Maui, referred to as "County Standard Details".
- C. 1985 UFC with amendments and NFPA 30 and 30A.

6. DESIGN DRAWINGS

Drawings are diagrammatic and indicate the general arrangement and/or placement of the systems and work included in the scope-of-work. Drawings are not intended to be detailed construction drawings. Reasonable modifications to indicated locations and changes in arrangement to adjust to job conditions shall not constitute a basis for requesting additional funds.

7. SUBMITTALS

- A. Catalog Cuts: Submit two (2) copies of equipment catalog cuts for the above ground tanks and all other items supplied by the Contractor. Submittals shall be reviewed and approved by the Engineer before the equipment is purchased.

- B. Shop Drawings: The Contractor shall submit detailed shop drawings of all the equipment and all the materials required to complete the project, and no materials or equipment may be delivered to the job site or installed until the Contractor has in his possession the approved shop drawings for the particular material or equipment. The shop drawings shall be complete as described herein. The Contractor shall furnish two (2) sets of shop drawings.

Approval rendered on shop drawings shall not be considered as a guarantee of measurements. Where drawings are approved, said approval does not mean that the drawings have been checked in detail; said approval does not in any way relieve the Contractor from his responsibility or necessity of furnishing materials or performing work as required by the contract drawings and specifications.

Failure of the Contractor to submit shop drawings in ample time for checking shall not entitle him to an extension of contract time, and no claim for extension by reason of such default will be allowed.

- C. As-Built Drawings: Daily record of changes or additions shall be noted on a project site copy of the drawings. After the final inspection, the Contractor shall prepare a reproducible drawing of the as-built conditions showing his work as actually installed.
- D. Owner's Operating and Maintenance Manuals: Three (3) sets of O & M manuals as specified herein shall be submitted prior to the pre-final inspection for the complete above ground fuel storage system and fuel dispensing system.

8. EQUIPMENT DEVIATIONS

Where the Contractor proposes to use any item of equipment other than that specified or detailed on the drawings, which requires redesign of the tank, foundations, piping, wiring or any part of the mechanical layout, all such redesign, and all new drawings and detailing required therefore, shall be prepared by the Contractor at his own expense and approved by the Engineer.

Where such approved deviation requires a different quantity and arrangement of piping, wiring, conduit, and equipment from that specified or indicated on the drawings, the Contractor shall furnish all any such additional required by the system, at no additional cost to the County of Maui.

9. SPECIAL NOTICE

No work of any kind shall be undertaken until all necessary materials are available at the job site for this project.

The Contractor must be familiar with the project site and familiarize himself with existing conditions and the amount and kind of work to be performed relating to methods of construction and labor under which the work will be performed. The Contractor must employ, insofar as possible, such methods and means in carrying out his work so as not to cause any interruption or interference to the operations of the County of Maui, Police and/or Fire Department. The Contractor shall arrange his schedule of work accordingly.

10. PROTECTION OF PROPERTY

The Contractor shall continually maintain adequate protection of all his work from damage and shall protect all property at the project site, including buildings, equipment, furniture, grounds, vegetation, materials, utility systems located at the job site, etc. The Contractor shall repair, replace or pay the expense of repair or damages resulting from his fault or negligence.

11. MATERIALS

All materials delivered to the job site and installed shall be new and the best of their respective grades, free from defects and in compliance with all applicable standards.

- A. Tanks: The above ground tanks shall be a steel tank double contained in a concrete vault which rests at least 4" above ground.
- 1) The tank shall meet the following specifications:
 - a) The construction of the concrete vault tank shall meet or exceed the minimum requirements of UBC, Chapter 43 for two hour fire-resistive type construction. The cement used shall conform to ASTM C150 Type C 150 Type II or III.
 - b) Steel tank must be U.L. listed. Primary tank to have minimum shell thickness of 3/16" (steel).
 - c) Tank shall have a secondary containment system. Secondary containment shall completely surround primary tank and shall be constructed of HDPE, 30 mils minimum thickness.
 - d) Steel tank and secondary containment must be covered by 6" thick reinforced concrete shell of monolithic design providing physical and ballistic protection and a two hour fire wall around tank, as set forth in the UBC, Chapter 43.
 - e) Tank shall meet requirement of NFPA 30 and Uniform Fire Code for above ground tanks.
 - f) Tank shall have 6" emergency vent as required by NFPA.
 - g) Tank shall be generally rectangular in design.
 - h) Tank opening shall be threaded, except for detector tube.
 - i) Tank must be certified by the State of California Air Resources Board for balance phase and vapor recovery. (Executive Order G-70-132 or equal).
 - j) Tank shall have the capability of physical monitoring between the primary and secondary containment.
 - k) Tank shall have exterior protective epoxy coating.
 - l) Tank shall come with a minimum 20 year limited warranty. Contractor is not required to warrant project other than the standard one year warranty. Only the tank shall have a 20-year warranty by the tank manufacturer. The tank shall be vaulted steel tank as manufactured by Convault, 4109 Zefring Road, Denair, CA 95316; or Supervault, as manufactured by Trusco Tank Inc., P.O. Box 11925 Fresno, CA 93775.

- 2) Tank Accessories: The vaulted above ground tank shall be equipped with the following accessories:
 - a) Integral spill containment system is not permitted. System shall follow Department of Fire Control "Interim Policy for the Dispensing of Fuels from Above Ground Tanks at Locations not Open to the Public". (Copy attached)
 - b) Krueger liquid level gauge.
 - 3) Concrete shall conform to Standard Specifications.
- B. Dispensers: A fuel dispenser shall be mounted on each tank and be suitable for outdoor installation. Dispenser shall be suction pump type with 15 gpm dispensing capacity. Dispenser shall be equipped with registers for four-digit read out (max. 99.9 gallons) display front and back of the panel and totalizer, anti-syphon valve on pump discharge casting.
- 1) Gas dispenser shall consist of the following items:
15 gpm pump with meter, fuel filter and adapter, 2" x 8" vent riser, 2" vent cap, model 523 p/v vent, 4" lockable fill cap, 4" drop tube, 6" emergency vent, 4' gauge stick, Kruger gauge (U.L. approved), decals, nozzle (auto shut off), 5/8" x 11' fuel hose, high hang retractor with retractor base stand, listed breakaway coupling on dispensing hose and flame arrester (gas tank only).
 - 2) Diesel dispenser shall consist of the following items:
15 gpm fuel pump with meter, fuel filter and adapter, 2" x 8" vent riser, 2" vent cap model 800 side vent, 4" lockable fill cap, 6" emergency vent, 4' gauge stick, decals, Kruger gauge, nozzle (auto shut off), high hang retractor with base stand, 5/8" x 11' fuel hose, a listed breakaway coupling.
 - 3) Any other standard items of equipment, components or accessories listed in manufacturer's specifications or brochures necessary for a complete operating unit whether specified or not shall be included.
- C. Overfill Containment: An overfill containment system shall be supplied with each tank. Tanks shall be supplied with external spill containment appurtenances (Ref: Department of Fire Control Interim Policy).

12. EXECUTION

- A. All workmanship shall be of the highest standard. The installation shall comply with the Plumbing Code, the Fire Marshall's Regulations of the County of Maui, NFPA 30 and 31 and all other applicable codes.
- B. The contractor shall obtain and pay for all permits and licenses for the work. At completion, transmit to the Engineer applicable certificates of inspection.

13. CONCRETE WORK

Concrete work for above ground tank shall be installed as shown in the plans and in accordance with the Standard Specifications.

14. PROTECTION TO MATERIALS AND EQUIPMENT

Pipe and tank openings shall be closed with caps or plugs during installation. Equipment shall be tightly covered and protected against dirt, water and chemical or mechanical injury. Upon completion of work the materials and equipment shall be thoroughly cleaned, repainted as required, adjusted and operated.

15. FIRE EXTINGUISHERS

Extinguishers shall be provided and mounted in accordance with Department of Fire Control directives, minimum 4A 60 BC classification.

16. TANK AND ACCESSORIES INSTALLATION

Tank and all accessory equipment shall be installed in strict accordance with the respective manufacturer's recommendations.

17. TESTING AND INSPECTION

Contractor shall furnish all equipment for tests and any required retests and pay for all cost of repairing any damage resulting from such tests. Contractor shall adjust systems until they are approved. Tests shall be performed in the presence of, and to the satisfaction of, the Engineer, and inspection of the official agency involved. System shall be tested in accordance with Department of Fire Control Interim Policy (copy attached).

18. CLEAN UP

Upon completion of this work, remove all debris and excess materials, tools, etc. resulting from this work from the job site and leave the location of this work broom-clean in an acceptable manner as approved by the Owner. All mechanical equipment shall be thoroughly cleaned and ready for use.

19. GUARANTEE AND CERTIFICATE

- A. Guarantee: All work and materials executed under this section unless specifically specified elsewhere shall be guaranteed to be free from defects of materials and workmanship for one (1) year from date of final acceptance of project as a whole. All work of repair and replacement required, including whether work damaged by this work defects shall be performed without cost to the Owner.
- B. Certificates: Furnish certificates for evidence of proper performance of compliance with code and certificate of warranty for the following:
 - 1) Performance warranty of the tank.
 - 2) Performance warranty of the fuel pump and dispenser.
 - 3) Performance warranty of secondary containment system.

20. MEASUREMENT AND PAYMENT

The work under this section shall not be paid for directly but shall be included in the lump sum bid for Above Ground Storage Tank.