

GENERAL PROVISIONS FOR WORK ON COUNTY HIGHWAY PERMIT

1. CONTRACTOR ACKNOWLEDGMENT

- a. I confirm that the information provided in the application and all associated exhibits, plans and documents are true and correct to the best of my knowledge and I assume full responsibility for the truth and validity of the information provided.
- b. I understand and agree that all written conditions, including e-mail, provided to the contractor or other representatives during preconstruction meetings or throughout the duration of the project shall be considered conditions of the permit.
- c. I understand and agree that no further verbal or written warnings are required for noncompliance with any permit condition and that noncompliance may result in the immediate issuance of a stop work order along with a Notice of Violation and appropriate fines.
- d. I understand and agree that all violation notices shall be considered delivered if hand delivered or if sent via certified mail, return receipt requested, to the address on the permit application. It is my responsibility to notify the County in writing of any change in address, and failure to do so is deemed to be a waiver of any violation notification requirement.

2. START OF CONSTRUCTION – Contractor shall schedule a preconstruction meeting with the Development Services Administration (DSA) at least two days prior to the start of work by calling 270-7366. No work shall start until preconstruction meeting is completed.

3. PERMIT EXPIRATION AND EXTENSIONS

- a. The permit shall expire 1 year after the issue date, unless extended by DSA.
- b. Permit extension requests shall be submitted to DSA prior to the expiration date on the permit. Permit extension requests that are not timely may be denied and a new application may need to be submitted.

4. PROJECT COMPLETION

- a. All work under this permit and all “Post Construction Requirements” shall be fully completed by the expiration date of the permit.
- b. The permit must remain active and be extended until “Post Construction Requirements” have been completed and verification is obtained from DSA that work is accepted.
- c. Post Construction Requirements – At a minimum, the following are required to close permit and release bond:
 - i. Sitework shall be completed per plan and approval shall be given by DSA Construction Inspector.
 - ii. As-built construction plans shall be submitted as follows:
 1. 1 set - Public Works
 2. 2 sets – Department of Water Supply (if work done on or near DWS facilities)
 3. 2 sets – Wastewater Reclamation Division (if work done on or near WWRD facilities)
 - iii. 1 set digital files of as-built plans (.tif format; 200 dpi x 200 dpi)
 - iv. Compaction reports.
 - v. Wheelchair ramp inspection (if required).
- d. Once contractor is notified by DSA Construction inspector that sitework is accepted, the Contractor shall have 30 days to complete all post construction requirements.

5. STANDARD PERMIT CONDITIONS

- a. In consideration of a permit being issued, the Contractor hereby agree as follows:
 - i. To undertake for a period of one (1) year after the satisfactory completion of work under this permit any necessary repairs to highway facilities disturbed and/or caused by the work performed under this permit.
 - ii. To protect, defend, indemnify and save harmless, the County of Maui and its agents and representatives, against any claim, liability, suit or action of every manner and description, for any injury to or death of persons or for property damage, whenever such injury, death or damage shall be inflicted or caused by him, his agents, contractors or representatives in connection with the work covered by said permit.
 - iii. Once work commences, work must be continuous to completion. Should work stop, site shall be restored to its original condition.
- b. The cutting, trimming or removal of any street tree or landscaping is not authorized under this permit, regardless of what may be shown in the construction plans or any other document associated with this permit. Approval from the Department of Parks and Recreation (DPR) must be obtained for any work involving street trees. Planting of new street trees can be authorized under this permit, however, the applicant must obtain written approval from DPR or the Arborist Committee prior to planting of trees. The applicant must work directly with all appropriate agencies to obtain street tree approvals.
- c. Stockpiles, equipment, vehicles, or any other construction materials shall not be stored or parked in the County right-of-way unless approved by the County.
- d. All construction work shall strictly conform to the latest version of the Hawaii Standard Specifications for Road and Bridge Construction, and the September 1984 “Standard Details” for Public Works Construction, as amended, unless otherwise approved by the County.
- e. If existing utilities, whether or not shown on plans, are damaged during construction, the Contractor shall at his own expense be required to repair such utilities.
- f. Contractor shall provide, install and maintain all necessary signs, lights, flares, barricades, and other protective devices for the protection, safety and convenience of the public, according to the latest version of the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
- g. The County has the right to stop construction should any work be found contrary to the approved construction plan or detrimental to the public’s interest.
- h. The Contractor shall utilize best management practices to control dust, erosion and other environmental hazards. The work shall be in conformance with requirements of the State Department of Health and County Grading Ordinance.
- i. The Contractor shall remove all silt and debris resulting from his work and deposited in drainage facilities, roadways and other areas. The cost incurred for any necessary remediation shall be paid by the Contractor.
- j. Construction debris and wastes shall be deposited at an appropriate work site. The Contractor shall inform DSA of the location of the disposal sites. The disposal site must fulfill the requirements of the grading ordinance.
- k. All striping and pavement markings shall be of thermoplastic material.

- l. All areas disturbed by construction shall be regrassed, regardless of condition of ground prior to the start of construction. Other forms of permanent stabilization must be approved by DSA in writing.
- m. Should historic sites such as walls, platforms, pavements, or mounds, or remains such as artifacts, burials, concentration of shell or charcoal be encountered during construction activities, work shall cease immediately in the immediate vicinity of the find and the find shall be protected from further damage. The Contractor and/or landowner shall immediately contact the State Historic Preservation Division, which will assess the significance of the find and recommend an appropriate mitigation measure, if necessary.
- n. Pursuant to Maui County Code Section 3.44.015(C), the County of Maui is not responsible for any park, roadway, easement, or any other interest in real property shown on the construction plans, unless the Maui County Council has accepted its dedication by a resolution approved by a majority of Council's members at a regular or special meeting of the Maui County Council.
- o. Steel plate warning signs are required for all steel plates in the right-of-way.
- p. Wheelchair ramp inspection forms shall be required for all newly constructed ramps.
- q. Work under this permit shall only be allowed between the hours of 8:30 am and 3:00 pm. Work on weekends, holidays, or hours other than previously indicated is prohibited unless otherwise approved by DSA.
- r. For road closures or detours, public notice shall be provided for 3 consecutive days prior to work in newspaper and radio.
- s. The contractor shall contact the Hawaii Once Call Center to locate underground facilities prior to digging.
- t. When working or operating equipment in the vicinity of overhead electric lines, maintain a minimum of 10' radial clearance.

6. COMPACTION REQUIREMENTS

- a. Testing of materials shall be conducted by an approved independent testing agency in accordance with ASTM standard methods or as specified by the Department of Public Works, as follows:
 - i. Embankment/Select Borrow and Subgrade Materials: 1 compaction test per 600 square yards per lift;
 - ii. Aggregate Subbase Course: 1 compaction test per 400 square yards; 1 gradation and sand equivalent test per lift per project;
 - iii. Aggregate Base Course: 1 compaction test per 300 square yards; 1 gradation and sand equivalent test per lift per project;
 - iv. Aggregate Concrete Pavement or Asphalt Treated Base Course; 3 A.C. cores for thickness and density tests per project;
 - v. Trench Backfill Material: 1 test for each 300 lineal feet of trench per lift of material.
 - vi. Additional testing may be required for any reason, including when multiple trenches have been excavated or when work in a trench extends to multiple days.
- b. Contractor shall submit all testing reports including results to the County's inspection agency for review and approval prior to County's acceptance of work.
- c. The contractor is required to notify the County of any testing failures and correct each failure prior to proceeding to the next phase of construction.

7. OTHER PERMITS AND AGENCY APPROVALS

- a. Issuance of this permit shall only be taken to mean that the provisions of County Code Chapter 12.04 (Street and Highway Excavations) have been complied with.
- b. Other permits or approvals may be required to do the work proposed, and it is the responsibility of the Contractor to obtain all appropriate permits and approvals prior to the start of work, including those from the Department of Planning (Special Management Area Permit; Flood Development Permit; etc), Department of Public Works (Building, Plumbing, Electrical Permits, etc.), Department of Health (NPDES Permit; Noise Permit; etc), Department of Land and Natural Resources, Historic Preservation Division, Army Corps of Engineers, Hawaii One Call, and any other applicable agency.

8. BOND

- a. Surety bonds shall be in a form acceptable to the County.
- b. Bonds provided in the form of cash, check, letter of credit, CD or other acceptable form shall be subject to the following:
 - i. The Contractor is held and firmly bound to the County of Maui in the bond sum indicated on the permit for completion of the work and other obligations under the permit.
 - ii. If the Contractor fully discharges its obligations under the permit, and thereafter receives a written verification of completion from the County, then the bond shall be released; otherwise, the Bond shall remain in full force and effect.
 - iii. The Contractor agrees that no change, time extension, alteration or addition to the terms of the permit shall in any way affect its obligations under the Bond.
 - iv. Default shall be deemed to have occurred in any of the following instances:
 - 1. If Contractor abandons the work. The absence of significant activity for a period of three months or more shall be prima facie evidence of abandonment, or other evidence of inactivity may constitute abandonment as determined by the County.
 - 2. If Contractor fails to respond to any directive ordered by the County within the time specified by the County.
 - 3. If Contractor fails to complete its obligations under the permit within the time set forth therein or any time extension thereof.
 - v. In the event of default, County shall send Contractor a notice of default. Notice shall be deemed complete upon mailing by return receipt requested to the address on the permit.
 - vi. Should the Contractor fail to cure the default in the time allotted, the County is authorized to seek any remedy using the assets provided by the Bond to complete the project.
 - vii. Remedial actions can be performed by County work forces or by a contractor of its choosing. The County's administrative expenses and accumulated fines shall be eligible for reimbursement from the Bond. County is authorized to use any licensed contractor of its choosing and is not obligated to seek bids for the work and is not obligated to select lowest bidder.
 - viii. In the event that the costs incurred to complete the work exceed the Bond amount, the Contractor shall remain liable to the County for the excess costs.