

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

GENERAL REQUIREMENTS, GENERAL PROVISIONS, TECHNICAL PROVISIONS
FOR
RSA CLEARING

KALAELOA AIRPORT
KAPOLEI, OAHU, HAWAII

STATE PROJECT NO. CO4422-33

2023

NOTICE TO BIDDERS
(Chapter 103D, HRS)

SEALED BIDS for RSA CLEARING, KALAELOA AIRPORT, KAPOLEI, OAHU, HAWAII, STATE PROJECT NO. CO4422-33, will begin as advertised in HiePRO. Bidders are to register and submit bids through HiePRO only. See the following HiePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Deadline to submit bids is August 30, 2023, at 2:00 P.M., Hawaii Standard Time (HST). The complete Proposal Schedule shall be uploaded into HiePRO prior to bid opening date and time. All other confidential and proprietary documents shall be uploaded separately. **Failure to upload the bid Proposal into HiePRO shall be grounds for rejection of the bid.** Proposals received after said due date and time shall not be considered.

The General Provisions dated 2016 applicable to this project are available on the internet at <http://hidot.hawaii.gov/administration/con/>.

The scope of work consists of clearing and disposal of existing trees and vegetation at Kalaeloa Airport. The estimated cost of construction is between \$350,000 and \$400,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A", or Specialty Contractor "C-27", or Specialty Contractor "C-27b" license at the time of bidding.

A pre-bid conference is scheduled for Friday, August 4, 2023, at 2:00 P.M., HST on Microsoft Teams. All prospective bidders or their representatives (employees) are encouraged to attend, but attendance is not mandatory. Due to the impacts of COVID-19, the pre-bid meeting will be conducted virtually. A site walk will not follow the pre-bid conference. A site walk will be scheduled in the pre-bid meeting. Anything said at the conference is for clarification purposes

and any changes to the bid documents will be made by addendum and posted in HIePRO. All bidders that wish to attend must send an email indicating their interest to Mr. Eddie Chiu, our State Project Manager, at eddie.k.chiu@hawaii.gov. They will be added to the Microsoft Teams attendance list and will be sent an invitation email with a Microsoft Teams web-link and teleconference call-in number. This will allow each person to attend the pre-bid via the internet or they may call in. The deadline to sign up for the pre-bid conference is one working day prior to the date of the pre-bid conference.

All requests for information (RFI) and substitution requests shall be received in writing submitted to the State Project Manager via email at eddie.k.chiu@hawaii.gov no later than seventeen (17) calendar days before the bid opening date. Questions received after the deadline will not be addressed. Verbal RFIs will not receive a response. Reference Special Provisions Section 2.7 for additional information regarding substitution requests.

Apprenticeship Preference. A 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to §103-55.6, HRS, is applicable to this project.

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

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

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

Campaign contributions by State and County Contractors. Contractors are hereby notified of the applicability of §11-355, HRS, which states that campaign contributions are

prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

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

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

For additional information, contact Mr. Eddie Chiu, our State Project Manager, by phone at (808) 838-8827 or email at eddie.k.chiu@hawaii.gov.

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

Ford Fuchigami

FORD N. FUCHIGAMI
Airports Deputy Director

Posted on HIePRO: July 28, 2023

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Performance Bond

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Labor and Material Payment Bond

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INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The following additional amendments to the General Provisions are applicable to this project:

1.3 DEFINITIONS is amended as follows:

The definition for Proposal (or Bid) is deleted in its entirety and replaced with the following:

Proposal (or Bid) – The offer of a Bidder, on the prescribed HDOT form, submitted by the Bidder in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted.

The definition for Subcontractor is deleted in its entirety and replaced with the following:

Subcontractor – An individual, partnership, firm, corporation, joint venture or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.

The following definitions shall be added:

AASHTO - The American Association of State Highway and Transportation Officials.

Access Road - The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.

Airport Improvement Program (AIP) - A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

Air Operations Area (AOA) - The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

Apron - Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.

ASTM International (ASTM) - Formerly known as the American Society for Testing and Materials (ASTM).

Building Area - An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

Certificate of Analysis (COA) - The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

Certificate of Compliance (COC) - The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.

Contractors Quality Control (QC) Facilities - The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

Contractor Quality Control Program (CQCP) - Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Control Strip - A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

Construction Safety and Phasing Plan (CSPP) - The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

Drainage System - The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

Extra Work - An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.

FAA - The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

Federal Specifications - The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Force Account – a) Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b) Owner Force Account - Work performed for the project by the Owner's employees.

Hawaii eProcurement System (HIePRO) – The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.

Intention of Terms - Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

Lighting - A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

Major and Minor Contract Items - A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other

items shall be considered minor contract items.

Modification of Standards (MOS) - Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

Owner - The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the State of Hawaii, Department of Transportation, Airports Division.

Passenger Facility Charge (PFC) - Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.

Pavement Structure - The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.

Project - The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

Quality Assurance (QA) - Owner’s responsibility to assure that construction work completed complies with specifications for payment.

Quality Control - Contractor’s responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Quality Assurance (QA) Inspector - An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Quality Assurance (QA) Laboratory - The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer’s, Owner’s, or QA Laboratory.

Resident Project Representative (RPR) - The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.

Runway - The area on the airport prepared for the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

Safety Plan Compliance Document (SPCD) - Details how the Contractor will comply with the CSPP.

Sponsor - A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

Subgrade - The soil that forms the pavement foundation.

Supplemental Agreement - A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Taxilane - A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

Taxiway - The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

Taxiway/Taxilane Safety Area (TSA) - A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

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

1. The last sentence in the first paragraph (line 147 to 152) shall be replaced with the following:
“Where a bidder intends to use a material or equipment of an unspecified brand, make, or model, the bidder must submit a request to the Department for review and approval at the earliest date possible. Requests shall be submitted via email to the Contact person listed in HiePRO for the solicitation. The request must be received no later than seventeen (17) calendar days before the bid opening date.”
2. The first sentence in the second paragraph (line 154 to 156) shall be replaced with the following:
“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

2.8 PREPARATION AND DELIVERY OF BID is amended as follows: Last Paragraph (line 189 to 192) shall be replaced with the following:

“The bidder shall submit the proposal in HiePRO. The proposal shall be UPLOADED to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink) proposal documents are not required to be submitted. The award will be made based on proposals uploaded in HiePRO. Any and all other additional documents explicitly designated and labeled as CONFIDENTIAL OR PROPRIETARY shall be UPLOADED SEPARATELY to HiePRO. **Failure to upload the Proposal into HiePRO shall be grounds for rejection of the bid.** If there is a conflict between this specification and its HiePRO solicitation, the specifications shall govern and control unless otherwise specified.”

2.11 BID SECURITY is amended as follows: Paragraph (a) shall be replaced with the following:

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

Bid security shall be one of the following forms:

1. A deposit of legal tender,
2. A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, or
3. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's' or official check drawn by or a certified check accepted by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00). If the required amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be accepted.”

If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, Aliiimoku Hale, 869 Punchbowl Street, Room 105, Honolulu, Hawaii 96813. **Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its bid bond shall be included with its bid uploaded to HIePRO.”**

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

“A bidder may withdraw or revise a proposal after the bidder submits the proposal in HIePRO. Withdrawal or revisions of proposal must be completed before the time set for the receiving of bids.”

2.14 PUBLIC OPENING OF BIDS is amended by deleting 2.14 Public Opening of bids in its entirety

4.12 UTILITIES AND SERVICES is amended as follows:

Add the following after the last paragraph:

"(e) Repairs and Outages.

- (1) The Contractor shall have available on 24-hour call sufficient specialty contractors, such as electrical and plumbing contractors, to repair any, damage to existing facilities that might occur as a result of construction operations regardless of when the damage might occur.
- (2) Outage: Written requests for power outage, communication changes, and water and sewer connection outages shall be submitted to the Engineer at least seven (7) days in advance or as specified in other sections of these specifications. Outages will be

restricted to non-peak operational hours between midnight and 6:00 a.m."

7.4 WORKING HOURS; NIGHT WORK is amended as follows: Paragraph shall be replaced with the following:

“Normal working hours shall be as shown on the Plans.”

7.21 PUBLIC CONVENIENCE AND SAFETY - is hereby added to Article VII of the General Provisions:

"It shall be especially noted by the Contractor that the area directly adjacent to the existing in use runways and taxiways, is an extremely hazardous area and that very strict controls will apply throughout the entire period required to complete all work within 500 feet from the edge of an in use runway and 180 feet from the edge of an in use taxiway.

The Contractor shall familiarize himself with the Airport Certification Manual available for review at the Airport Manager's Office and shall comply with its requirements.

The Contractor is responsible for the security of access points to the Airport Operational Area that are located within the limits of construction and will be fined \$1,000 per incident for any breach of security at these locations. All gates leading into the AOA shall be kept locked and if required to be open, the Contractor shall contract with the Airport Security Contractor to provide professional security guards to attend gates. The guards must be approved by the Airport Security Manager and shall be required to attend a training session conducted by the Airport Manager prior to gate assignment."

8.8 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK OR PORTIONS OF THE WORK ON TIME: The General Provisions is hereby amended to include the following:

The schedule of liquidated damages provided in Section 8.8 of the General Provisions in these specifications shall be amended to include the following:

TEN THOUSAND DOLLARS (\$10,000.00) per calendar day for failure to complete the project within FIFTY ONE (51) calendar days from the date indicated in the Notice to Proceed from the State.

Phase	Pre-Construction	1	2	3
Duration (calendar days)	30	7	7	7

TEN THOUSAND DOLLARS (\$10,000.00) per hour for delay in re-opening the runway when an overnight closure is required. Charges shall be prorated but rounded up to the next 15 minute increment.

FIVE THOUSAND DOLLARS (\$5,000.00) per hour for delay in re-opening the taxiway when a closure is required. Charges shall be prorated but rounded up to the next 15 minute increment.

8.20 LIMITATION OF OPERATIONS: is hereby added to Article VIII of the General Provisions:

"The following limitations shall be observed by the Contractor when operating within 75 feet from the edge of any taxiway.

General - The Contractor shall schedule his operations to minimize interference with the movement of aircraft or passengers as may be required by the Engineer. The Contractor shall be responsible to alert all of his personnel to the location of power and signal cables installed for the operation of the airport. The Contractor shall control his operations in a manner to preclude any possible damage to those cables. Utility companies shall be notified by the Contractor one week before commencement of work. The Contractor shall give notice to the Engineer in writing, at least 168 hours

before operating within 75 feet from the edge of any taxiway and the Engineer will assure himself that the Airport Management personnel are notified in sufficient time to publish the warning (NOTAM). The Contractor shall immediately repair any damages to the existing perimeter fence to prevent inadvertent entry to the Airport Operation Area (AOA).

Work in Vicinity of Runways and Taxiways in Use - Under the terms of this contract, it is intended that work shall be completed without disturbing the paved surface of existing runways and taxiways, unless shown otherwise on the plans.

Aircraft traffic shall not be interrupted. The Contractor shall schedule to work within 75 feet of the taxiway as directed by the Airport Management. No ruts, holes, or open trenches of 3 inches or more in depth and no objects or material 3 inches or more in height shall be permitted within the safety area when the airfield is in operation in conformance to Federal Aviation Regulation Part 139. The Contractor is also informed that Airport Zoning Regulations dictate that a 'clear zone' be maintained 500 feet on each side of an active runway, to be known as a hazardous area. The Contractor shall comply with all regulations governing ground operations within hazardous areas. The following FAA Advisory Circulars or later versions and FAA Regulations specify these requirements.

AC 150/5210-5D Painting, Marking, and Lighting Vehicles Used on an Airport, dated April 2010

AC 150/5340-1M Standards for Airport Markings, dated May 2019

AC 150/5370-2G Operational Safety on Airports During Construction, dated December 2017

FAA Regulations Objects Affecting Navigable Airspace Part 77

The Contractor shall keep all personnel and equipment off the areas not specifically designated for work under this Contract. At all times when the Contractor's equipment is not in use, the equipment shall be moved outside the hazardous areas to an area designated by the Engineer. Under no condition shall equipment be parked or material stored within the hazardous areas.

Failure on the part of the Contractor to abide by the above will result in suspension of work.

Authority of Control Tower Personnel - With the exception of actual construction methods, the airport control tower personnel will have full authority to control the Contractor's movements within the existing taxiway. When required, the Contractor shall maintain a constant radio vigil within all work areas and in addition shall keep at least one flagman on duty with the radio man. When notified by the control tower to temporarily halt operations, it shall be the duty of the flagman, through the use of appropriate methods (lighted flares shall not be used under any circumstances), to notify all operators of equipment and other personnel to cease work and move men and equipment off of hazardous areas. Contractor shall provide, at his own expense, the necessary radio and equipment including a radio equipped mobile vehicle to maintain contact with control tower personnel at all times during job performance. A transceiver operating at a frequency designated by the Engineer to communicate with the Control Tower.

Marking of Hazardous Areas - The Engineer will designate areas that are hazardous for aircraft. The Contractor shall provide red blinker lights spaced not more than 50 feet apart around all hazardous areas and areas of work within 75 feet of any taxiway. Such systems shall be subject to approval by the Engineer. The Contractor shall have personnel on call 24 hours per day for the emergency maintenance of hazard markings.

The Contractor shall provide red flags not less than 20 inches square in addition to the red blinker lights. When danger flags are made of fabric, a wire stiffener shall be used to hold the flags in an extended position. Flags shall be so mounted that they do not produce a hazard. The red danger flags shall be spaced not more than 50 feet apart around all areas of work within 75 feet of any taxiway.

All systems proposed by the Contractor for lighting and barricading shall be submitted to the

Engineer for review prior to installation. The Contractor shall install all flags, lighting and barricades as required by the Engineer. Such systems shall be subject to approval by the Engineer.

Storage of Equipment and Materials - At the end of each working shift, all of the Contractor's equipment shall be withdrawn to an area designated by the Engineer. The Contractor shall park all equipment in an orderly fashion and place a sufficient number of red flasher lights to identify these areas. Materials stored within the airport shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to the air and ground traffic than is considered necessary by the Engineer. No runways, taxiways or roadways shall be closed or opened, except by permission of the Engineer.

Blasting Operations - The Contractor shall notify the Engineer at least three (3) days before performing blasting operations as to the extent and timing of such operations, so that the Control Tower and other concerned parties can be informed.

Utilities - The Contractor shall provide for the protection of all utilities from damages in areas to be traversed by his vehicles and equipment. If required, buried cables and utility lines shall be protected by mounding earth over the cables or by any other method approved by the Engineer.

The Contractor shall notify representatives of the owner, agencies, and other affected organizations at least 48 hours prior to working in any area containing the facilities of these organizations.

Failure to notify the owning organization will prevent authorization to work in a specific area.

Archaeological Features - Any archaeological features such as petroglyphs, burial sites, and artifacts discovered or unearthed during the performance of the work shall immediately be brought to the attention of the Engineer and all work that would damage or destroy these features shall be discontinued. The Engineer will decide, after proper investigation, to salvage or abandon such artifacts."

8.21 OPERATION OF CONTRACTOR'S MOTOR VEHICLE AND PERSONNEL IN RESTRICTED AIR OPERATIONS AND MOVEMENT AREAS is hereby added to Article VIII of the General Provisions:

"The contractor shall conform with all sections of the "State of Hawaii, Department of Transportation, Airports Division, Contractor's Training Guide" pertaining to access and operation in the Airport Operation Area (AOA) hereinafter described as follows:

"A. Motor Vehicles in Airport Operation Area
for safety reasons, the operation of motor vehicles in the AOA must conform with all applicable State Airport rules and regulations."

B. Motor Vehicle Access Permit

Each motor vehicle operated in the AOA is required to:

1. Meet all State licensing registration and safety requirements and be specifically licensed for operation in the AOA.
2. Meet all insurance requirements.
3. Be restricted to operation by those persons qualified to drive the vehicle and in possession of a current Ramp Driver's License and applicable Motor Vehicle Operator's License.

C. The operators of motor vehicles in the AOA shall be responsible for meeting the following insurance requirements.

1. Licensed Vehicles

As a condition for authorization to enter the AOA, the Contractor shall provide evidence of vehicle liability insurance in the form of a Certificate of Insurance issued by an authorized insurance carrier. Automobile Liability and general Liability (combined single limit, Bodily Injury and Property Damage, per occurrence) shall be required in the applicable minimum limits specified below:

a. Daniel K. Inouye International Airport

(1) Standard AOA clearance....\$5,000,000

(2) Limited AOA clearance\$1,000,000 Limited AOA clearance is defined as operations restricted to Diamond head and Ewa Concourses second level roadways and connecting third level main terminal roadway only, with entry and exit via Security Access Point "C" (Primary) and Access Point "A" (Secondary)

b. Other Airports

Standard AOA clearance.....\$1,000,000

Standard AOA clearance is defined as any portion of a public Airport from which the public is restricted by fences or appropriate signs and no leased or demised to anyone for exclusive use and shall include runways, taxiways, all ramp and apron areas, aircraft parking and storage areas, fuel storage areas, maintenance areas, and any other area of a public Airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft or used for embarkation or debarkation of passengers.

2. Unlicensed Vehicles

Airport Liability (or General Liability) shall be required in the applicable minimum limits specified below:

a. Daniel K. Inouye International Airport, Kahului Airport and Ellison Onizuka Kona International Airport at Keahole

AOA clearance.....\$5,000,000

b. All other Airports

AOA clearance.....\$1,000,000

3. Specifically name the State of Hawaii as additionally insured.

4. Indicate that the Airport Engineer will be provided with a 30-day written prior notice of policy cancellation or material change in coverage or conditions.

D. Operator's Permit

1. No person shall operate a motor vehicle on the AOA unless he holds and carries on his person a current Airport Motor Vehicle operator's permit issued by the State of Hawaii, Department of Transportation, Airports Division.

2. Operator's permits will only be issued to persons who apply through the Airport District Security Office and pass a written exam covering those portions of the Airport Rules and Regulation relating to the operation of vehicles in Airport Operations Areas.

E. Authorized Vehicles

1. Only vehicles considered operationally safe and necessary for the performance of this contract may be allowed to operate in the AOA.
2. All motor vehicles must be painted in such a manner so as to be easily identifiable and must carry the Contractor's name on each side. These signs may be of a temporary nature applied to the side windows or doors.

The lettering shall be in bold characters of a minimum of four (4) inches in height and one and one-half (1-1/2) inches in widths, the height of logos should be a minimum of six (6) inches.
3. The Contractor's operations on, over, across, and/or immediately adjacent to any runway and/or taxiway at a towered airport shall require the use of two-way radio communication. The Contractor shall obtain the necessary equipment at his own expense.
4. No person shall operate a motor vehicle on the AOA unless he holds and carries on his person a current Motor Vehicle Operator's Permit issued by the Airport Manager.
 - a. The Motor Vehicle Operator's Permit will be issued only to persons who apply through the Airport Security Section and pass a written exam covering those portions of the Airport Rules and Regulations relating to the operation of vehicles in the AOA.
 - b. Permits issued may be suspended or revoked for cause at any time by the Airports Division.

F. Airport Operation Area Construction Pass

1. Issuance of Airport Operation Area (AOA) Construction Passes shall be limited to contractors, subcontractors, companies, organizations, individuals engaged in authorized and approved construction activity which requires a continuing need for entry into the AOA or Airfield Movement Areas Request letters for such passes must be made to the Airport District Manager's Office in accordance with the Contractors Training Guide or applicable District requirements.
2. As a condition for security area clearance, applicants must comply with Transportation Security Regulation 1542 which requires a ten-year background Criminal History Records Check for those individuals employed under this contract.

G. Access to Movement Areas

1. Movement areas shall mean all of the runways and taxiways of the Airport which are utilized for taxiing, takeoff, and landing of aircraft.
 - a. Any vehicle which requires access to the movement area shall be equipped with operational radio equipment capable of positive two-way contact with Tower/Ground Control.
 - b. Operators of vehicles in movement areas must possess knowledge and familiarity with restricted and airfield movement areas, operational rules, regulations, and procedures, or be under direct escort by individuals meeting all of the above requirements.

2. Vehicle Operations on Movement Areas
 - a. No vehicle shall proceed across any runway unless specifically cleared by Tower/Ground Control.
 - b. The operator of a vehicle in the movement area shall not leave his vehicle unless continuous radio contact is maintained with the Tower/Ground Control while he is away from his vehicle.
 - c. Any vehicle proceeding onto the movement area between the hours of sunset and sunrise shall be equipped with an overhead flashing light which is visible for one (1) mile, unless such vehicle is being escorted by another vehicle so equipped.
 - d. All vehicles operated on the movement area between sunrise and sunset except those being escorted, shall operate an overhead amber or red flashing beacon visible for at least one (1) mile; or display a flag at least three (3) feet square with orange and white checkered squares of not less than one (1) foot on each side.

H. Runway and Taxiway Closure

1. Requests for runway or taxiway closures, or for any work which affect operational conditions at the airport must be made in writing through the Airport Engineering Branch.
2. Temporarily closed runways require placement of a lighted "X" runway closure marker on top of the runway identification numerals at both ends of the closed runway.
3. Taxiway closures require placement of barricades with alternate orange and white markings at each end of the closed taxiway segment. Barricades must be supplemented with flashing red lights. The intensity of the lights and spacing for barricades, and lights must adequately define and delineate the hazardous area.

I. Gate Guards Furnished by Contractors

1. If a contractor is permitted by the airport to maintain operational control of an AOA Access Gate, entry through such gate shall be controlled by the posting of a gate guard.
 - a. Written instruction will be provided, outlining the guard's duties to enforce those requirements and provisions prescribed by the airport's security program to include all personnel and vehicle entry and access requirements.
 - b. Procedures will be established to identify the actions which will be undertaken by the guard in calling for assistance.
 - c. An approved emergency communications procedure will be established.

J. Compliance

1. The contractor shall comply with all regulations and rules governing the Air Operations Areas during construction, as specified in the following or later versions:
 - a. Hawaii Revised Statutes, Title 19, Administrative Rules for Public Airports.
 - b. Federal Aviation Administration Advisory Circular AC 150/5340-1, Standards

for Airport Markings; AC 150/5370-2, Operational Safety on Airports During
Constructions.

K. Enforcement Authorization

Act 21, Section 1, Section 261-17(a), HRS; Federal Aviation Administration Regulations,
Part 139, Part 107.

L. Right of Rejection or Revocation

The State of Hawaii, Airports Division, reserves the right to withhold, deny or revoke any
airport security clearance, licenses or permits to any individual or organization who fails
to meet the prescribed or required access area clearance criteria to include background
investigation information, or fails to observe or comply with established rules,
regulations, and directives.

It should be clearly understood that such denial or revocation is based solely on airport
security or safety considerations and does not in any way constitute a determination by
the State with regard to private employment by any individual or organization."

-----END OF SECTION-----

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATIONS

PART I

GENERAL PROVISIONS

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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

PART II – TECHNICAL PROVISIONS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - DESCRIPTION OF WORK

PART I - GENERAL

1.01 RELATED DOCUMENTS

The General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified this Section.

1.02 SUMMARY

A. Section Includes:

1. Vehicle Parking
2. Provisions for Field Office/Storage Space
3. Location of the work
4. Hours of work
5. Safety
6. Operation of airport facilities during construction
7. Disposal of excess soil materials
8. Construction stakes, lines and grades
7. Special project requirements

1.03 VEHICLE PARKING

Subject to availability of space and approval by the Airport Manager, parking may be made available at a designated parking structure for vehicle parking. The General Contractor shall submit the parking request to the Airport Manager through the State Project Manager (SPM) for review. The SPM will verify the list against the General Contractor's approved subcontractor list and forward it to Airport Manager for approval. Upon approval by the Airport Manager, two (2) temporary parking passes per subcontractor and three (3) passes for the General Contractor will be issued at no charge. At the Airport Manager's discretion, the parking passes are good for either three (3) months or six (6) months and must be renewed before the passes expire.

All passes will be signed out and become the responsibility of the General Contractor. The General Contractor will distribute the parking passes among their subcontractors.

Additional parking passes beyond the temporary parking passes may be

purchased at a monthly rate of \$100.00. These passes are subject to approval by the Airport Manager and availability of parking spaces. All costs associated with obtaining parking passes shall be the responsibility of the Contractor.

1.04 PROVISIONS FOR FIELD OFFICE/STORAGE SPACE

Pending the availability of space on airport property, the State will issue Revocable Permit(s) to the Contractor for the use of the space, assessed at a monthly fee of \$25 for each Revocable Permit issued. The space(s) may be used for a field office, staging of materials and equipment, vehicle parking or other uses subject to the approval of the State. All spaces shall be subject to the requirements of Section 01561 - CONSTRUCTION SITE RUNOFF CONTROL PROGRAM.

Since space on airport property is extremely limited, the State does not guarantee that space(s) provided to the Contractor will be in close proximity to the project site. The State will make every effort to provide the Contractor with space on airport property, however, should the State determine that no space is available for such use(s), the responsibility shall then be on the Contractor to find space outside of airport property.

1.05 LOCATION OF THE WORK

- A. The work to be performed under this contract is located at Kalaeloa Airport, Kapolei, Hawaii.
- B. Conditions:
 - 1. The Main Terminal and airport roadways shall remain operational at all times. Any damages to existing areas caused by the Contractor shall be repaired by the Contractor at no cost to the State.
 - 2. Upon award of the contract, the Contractor, at their cost, shall obtain all permits required for this project.

1.06 HOURS OF WORK

- A. Work hours listed in the Construction Safety Phasing Plan must be adhered to throughout the duration of the project. However, starting and ending times as well as duration may be adjusted by the Airport Manager depending on the actual flight schedules and airport operational considerations.
- B. Submit a proposed construction schedule to Engineer for review and approval within 14 calendar days prior to start of work. The Contractor shall coordinate their schedule with the Engineer if rescheduling of work or intermittent work is required, such work shall be performed at no extra cost to the State. If the Contractor elects to work overtime, compensation for State employees and for construction management consultant as authorized by the State shall be the Contractor's obligation to pay in accordance with Section 7.6 – "Overtime and Night Payment for State

Inspection Services” of the General Provisions of Construction Projects (2016).

- B. Contractor shall clean work areas at the end of each working shift. Rubbish, loose materials, etc. shall be disposed of daily. **Tools and equipment shall not be left unattended during work hours.** This includes tools left in unlocked vehicles, in the bed of pickup trucks, or in unlocked job sites. TSA citations may result in fines in excess of \$13,000 per violation and the confiscation of AOA badges. Materials shall be safely secured and stored in an area designated by the Airport Manager.

1.07 SAFETY

- A. The Contractor shall take the necessary precautions to protect his workers and other personnel from injuries. The rules and regulations promulgated by the Occupational Safety and Health Acts are applicable and made a part of these specifications.
- B. Barricades and warning signs shall be erected by the Contractor in the work area to properly protect all personnel in the area.
- C. During the progress of the work debris, empty crates, waste, material drippings, etc., shall be removed by the Contractor at the end of each work day, and the work area shall be left clean and orderly.

1.08 OPERATION OF AIRPORT FACILITIES DURING CONSTRUCTION

- A. The Contractor shall coordinate the phases of work under this contract with the Engineer to permit the continuing operation of existing Airport facilities and to minimize disruption to pedestrian and vehicular traffic.
- B. Utility Maintenance: During the construction of this contract, existing utility services serving occupied or used facilities shall not be disrupted except where authorized in writing by authorities having jurisdiction. Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to the Engineer. Damages to the existing utility facilities by the Contractor will be repaired at the Contractors expense.
- C. Outages for water, power, communications, air conditioning or any other utility, if necessary, shall be kept to a minimum and scheduled for off-peak hours, generally from 12:00 a.m. to 6:00 a.m. The Contractor shall submit written requests to the Engineer for such outages no later than fourteen (14) calendar days in advance. The request shall include a description of work and the duration of the outage. The Contractor shall not proceed with such outages until written approval is received from the State.

1.09 DISPOSAL OF EXCESS SOIL MATERIALS

- A. At the Engineer' discretion, excess usable soil materials may be disposed of by filling areas within the Airport.

B. Off-Site Disposal of Excess Soil Material

Any excess soil material and rubbish disposed of outside the Airport property shall be the responsibility of the Contractor. The Contractor shall make all arrangements and bear all costs involved therewith.

1.10 CONSTRUCTION STAKES, LINES AND GRADES

- A. The Contractor shall perform all construction layout and reference staking necessary for the proper control and satisfactory completion of all structures, grading, paving, drainage, sewer, water, and all other appurtenances required for the completion of the work.
- B. Existing horizontal and vertical survey control points for the project are shown on the plans. The Contractor shall verify the location of all control points prior to the start of construction.
- C. The Department will not be responsible for delays in setting stakes and marks.
- D. All control points and stakes or marks which the Engineer may set shall be preserved by the Contractor. If such control points, stakes or marks are destroyed or disturbed by the Contractor, the cost of replacing such stakes or marks will be charged against the Contractor and deducted from payments due the Contractor.
- E. The Contractor shall be responsible for the placement and preservation of adequate ties to all control points whether established by the Contractor or by the Engineer.
- F. All original, additional or replacement stakes, marks, references and batter-boards which may be required for the construction operations, shall be furnished, set and properly referenced by the Contractor. The Contractor shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, the plans and specifications shall be called to the Engineer's attention by the Contractor for correction or interpretation prior to proceeding with the work.
- G. Before construction is started on any structure which is referenced to an existing structure or topographical feature, the Contractor shall check the pertinent locations and grades of the existing structures or topographical features to determine whether the locations and grades shown on the plans are correct.
- H. All construction staking shall be performed by qualified personnel under the direct supervision of a person with an engineering background who is experienced in the direction of such work and is acceptable to the Engineer.

- I. All stakes and markers used for control staking shall be of the same quality as used by the Department for this purpose. For slope limits, pavement edges, gutter lines, et cetera, where so called "working" stakes are commonly used, stakes of different quality may be acceptable.
- J. The Department may check the Contractor's control of the work at any times as the work progresses. The Contractor will be informed of the results of these checks, but the Department by doing so will in no way relieve the Contractor of his responsibility for the accuracy of the layout work. The Contractor shall at his expense correct or replace any deficient or inaccurate layout and construction work. If, as a result of these deficiencies or inaccuracies, the Department is required to make further studies, redesign, or both, all expenses incurred by the Department due to such deficiencies or inaccuracies, will be deducted from any payments due the Contractor.
- K. The Contractor shall furnish all necessary personnel, engineering equipment and supplies, materials, and transportation incidental to the accurate and satisfactory completion of this work.

Unless otherwise provided, all requirements imposed by this section and performed by the Contractor shall be considered incidental to the various contract items and not separate or additional payment will be made thereof.

1.11 SPECIAL PROJECT REQUIREMENTS

- A. Upon receipt of the Contract, the Contractor shall process and return the Contract to the State' Contract Office within five (5) calendar days.
- B. Construction Safety and Phasing Plan (CSPP):
 - 1. The Contractor must adhere to the project phasing, work hours, haul routes, closures, and other project specific safety procedures listed in the CSPP.
 - 2. The Contractor must create a Safety Plan Compliance Document (SPCD) in accordance with the most up to date FAA Advisory Circular (AC) 150/5370-2 *Operational Safety on Airports During Construction*, to detail how the Contractor will comply with the CSPP.
 - 3. Unless otherwise notified, the Contractor must be responsible for updating the "Points of Contact" and any other changes in the CSPP that occur after the award of the contract. Any changes to the CSPP must be reviewed and approved by HDOTA.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

PART 5 - ATTACHMENTS

5.01 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

END OF SECTION

KALAELOA AIRPORT (JRF)

HAWAI'I DEPARTMENT OF TRANSPORTATION AIRPORTS DIVISION (DOT-A)

**RSA CLEARING
State Project No.: CO4422-33**

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)



May 2023

**Eddie Chiu
State Project Manager**

Prepared by:

Wesley R. Segawa & Associates

Points of Contact

Contractors On-Site and Responsible Personnel Contacts:

[Contractor Project Manager]	office	(808) xxx-xxxx
	cell	(808) xxx-xxxx
[Contractor On-Site Supervisor]	cell	(808) xxx-xxxx
[Contractor On-Site Alternate Supervisor]	cell	(808) xxx-xxxx
[Contractor On-Site Radio Person]	cell	(808) xxx-xxxx
[Subcontractor Project Manager]	office	(808) xxx-xxxx
[Subcontractor On-Site Supervisor] [Company]	cell	(808) xxx-xxxx
[Subcontractor On-Site Alternate] [Company]	cell	(808) xxx-xxxx
[List supervisor and alternate contacts for all subcontractors including company]		

Kalaeloa Airport (JRF) Contacts:

JRF Airport Manager (Malcolm Smith)	office	(808) 836-6533
JRF Airport Maintenance Supervisor (Lawrence Sanchez)		
General Aviation Officer (Anna Metcalfe)	office	(808) 425-4385
JRF Ramp Control/Code 22	office	(808) 836-6670
JRF Airport Security Office (24 hrs)	office	(808) 425-4390
JRF Airport Pass and ID Office, M-F 0800-1600 hrs HST		
	office	(808) 425-4385
JRF Airport Rescue & Fire Fighting, ARFF (24 hrs)	office	(808) 265-9053
USDA Wildlife Technician (Ronald Ige)	cell	(808) 271-9246
Honolulu Airport Duty Manager (Code 22)	office	(808) 836-6434

HDOT-A Contacts:

HDOT-A Project Supervisor (Eddie Chiu)	office	(808) 838-8827
HDOT-A Airports Environmental Hotline	office	(808) 838-8002
HDOT-A Airports Environmental Section	office	(808) 838-8064

FAA and Hawaii Control Facility (HCF) Contacts:

FAA Honolulu Control Facility – SOC (24 hrs)	office	(808) 840-6511
	other	(808) 597-0965
FAA Honolulu Control Facility – Air Traffic (24 hrs)	office	(808) 840-6201
	office	(808) 840-6846
FAA Project Manager (Kandyce Watanabe)	office	(808) 312-6031
FAA HCF Contact (Dottie Poole)	office	(808) 840-6146

JRF Military Contacts:

JRF Air Traffic Control Tower, ATCT (0600-2200 hrs HST)		(808) 682-0091
JRF Tower Frequency (CTAF)		132.6
JRF Ground Frequency		123.8
Sector 5 FAA-HCF Approach Frequency (2000-0600 hrs HST)		119.8
JRF ATCT Manager (Paul Brooks)	office	(808) 789-0931
	office	(808) 425-4392
	cell	(702) 769-6329

Construction Manager:

[CM for this project]	cell	(808) xxx-xxxx
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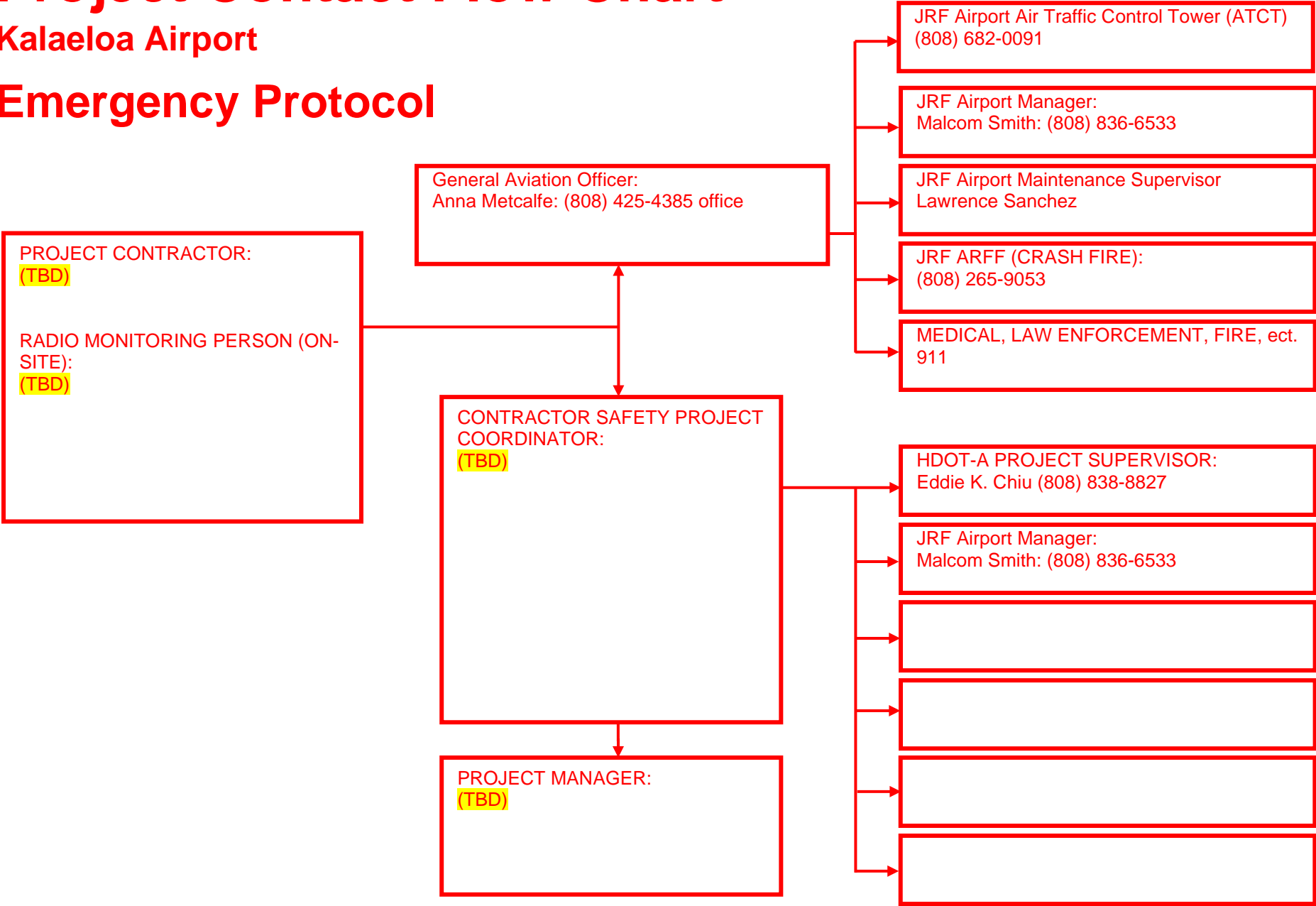
Other

Hawaii One Call Center	(866) 423-7287
Hawaii Poison Center	(800) 222-1222
DOH Safe Drinking Water Branch	(808) 586-4258
DOH Clean Water Branch	(808) 586-4309
DOH Wastewater Branch	(808) 586-4294

Project Contact Flow Chart

Kalaeloa Airport

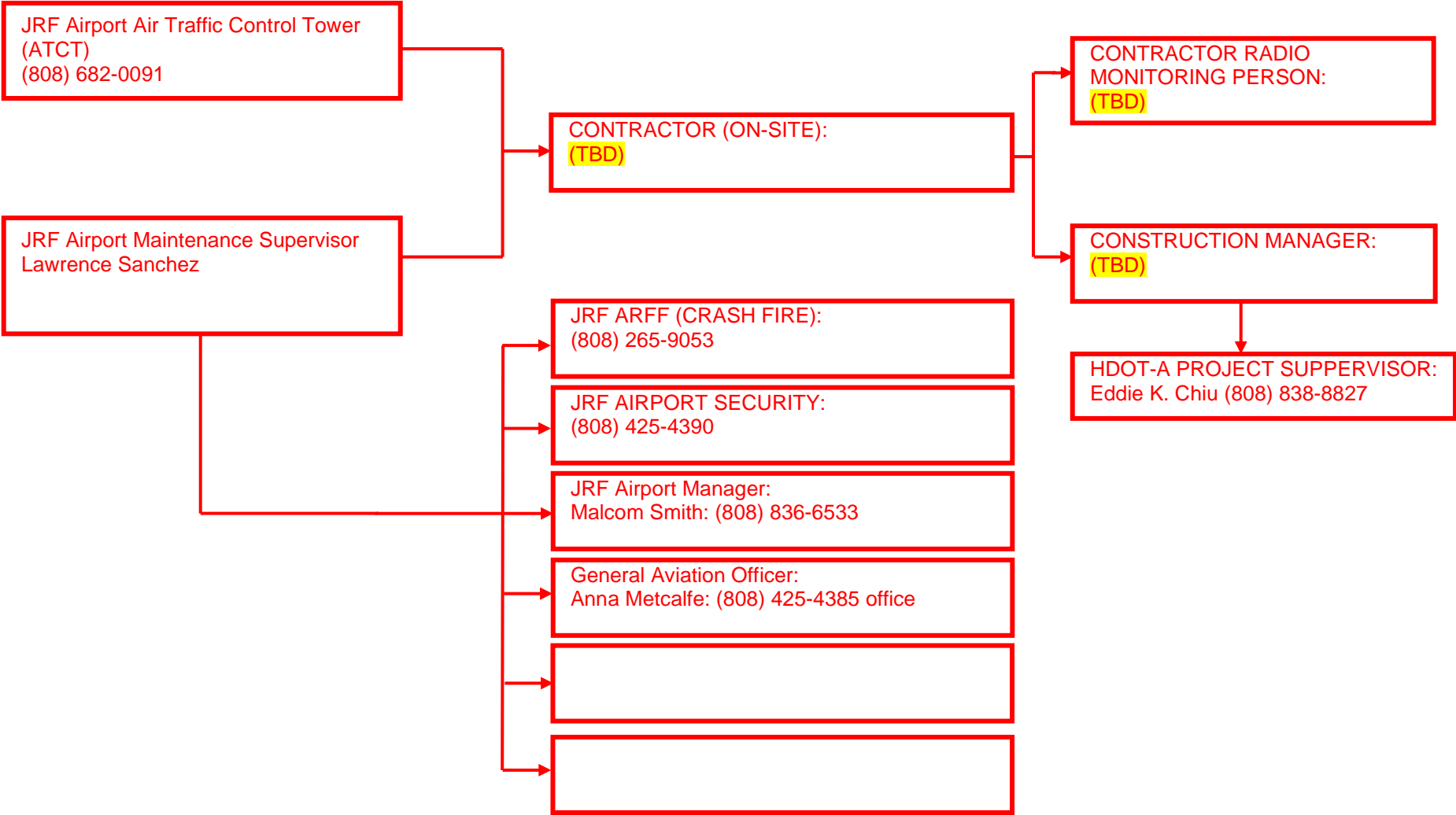
Emergency Protocol



Project Contact Flow Chart

Kalaeloa Airport

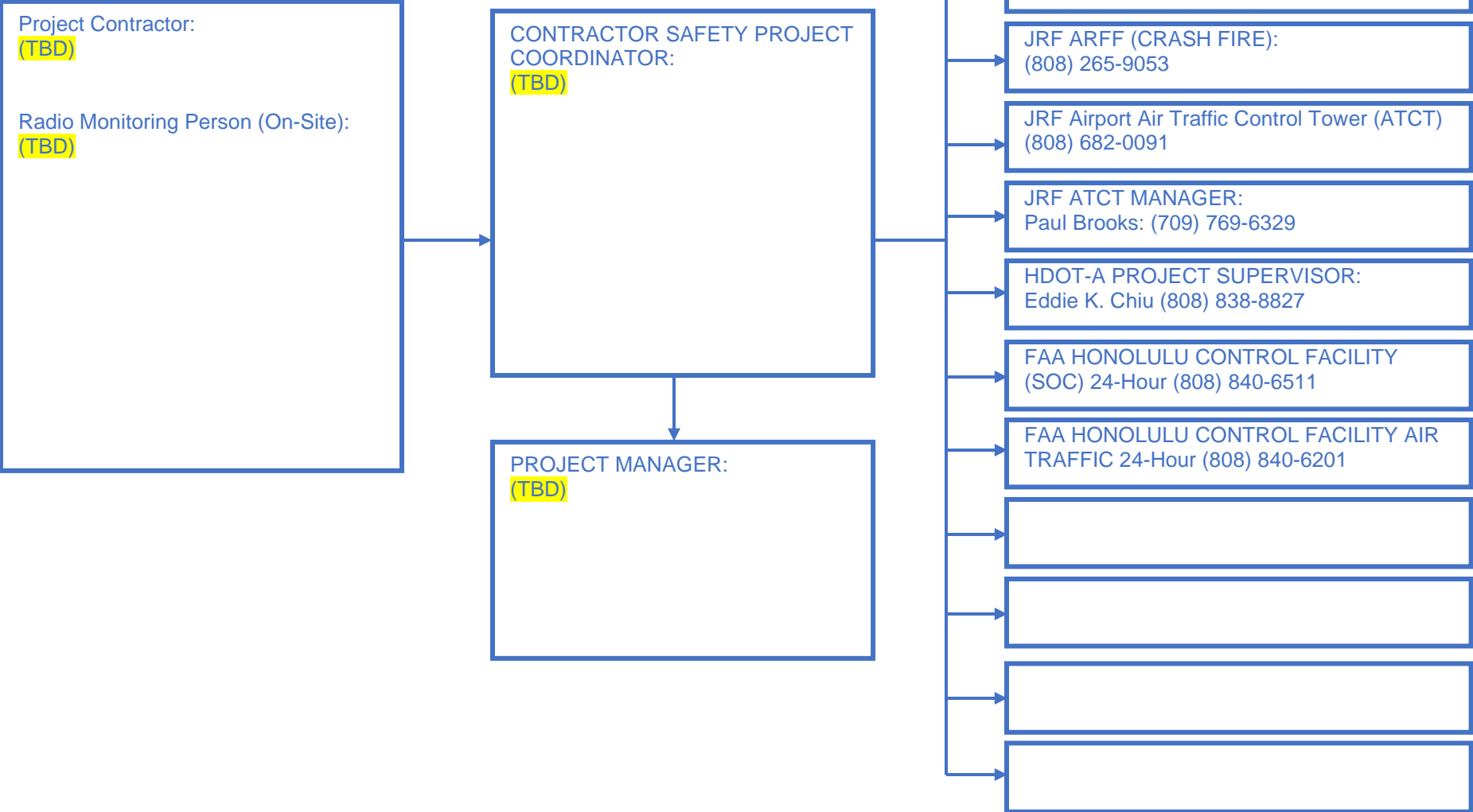
Aircraft Emergency Protocol



Project Contact Flow Chart

Kalaeloa Airport

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SECTION 1 INTRODUCTION

A recent Runway Safety Area (RSA) Review at Kalaeloa Airport identified the presence of vegetation and other items located within the boundaries of the RSA. The main areas of concern are near the Runway 22L, 4R, and 29 ends. To comply with Advisory Circular 5300-13B, a project was developed to clear the vegetation inside the RSA to under a height of 3". The cleared material shall be handled as specified in the plans and specifications.

The scope of the project encompasses various types of work and allowable work times. Individual phases have developed time schedules, barricade plans and established haul routes to promote the highest standard of safety with the least negative operational impact to ongoing and emergency airfield movements. These phases, work times, barricade plans, and other safety standards are compiled in this document.

Kalaeloa Airport is a complex operating facility that is governed by a very strict set of operating rules to ensure the safety of the traveling public, the operators of the various airlines, and those individuals who function as support personnel to the facility.

The following are general safety objectives that shall be achieved to maximize safety and to minimize time and economic loss to the aviation community, and others directly or indirectly affected by the project. The Contractor shall be responsible for controlling his/her operations with the requirements of this section as listed below:

- Maximize safety of aircraft operations
- Keep the airport operational for all users at all times
- Prevent any delays or conflicts to aircraft operations
- Prevent any delays or conflicts to other on-going construction operations
- Safely complete the site investigation

1.1 Safety Plan Compliance Document

The Contractor shall submit a Safety Plan Compliance Document (SPCD) to the airport operator prior to receiving a Notice to Proceed (NTP). It shall conform to requirements found in AC 150/5370-2G, Operational Safety on Airports During Construction (latest edition) and project specifications.

End of Section 1

SECTION 2 COORDINATION

2.1 Planning Meetings

The Contractor shall schedule a prework conference a minimum of 28 calendar days prior to the start of the construction. The preconstruction conference will discuss at a minimum: contract requirements, airport safety, contractor's proposed schedule of work, construction phasing and sequencing including associated dates and times of requested airfield closures, airport security, construction testing, and any other relevant project matters. Prior to the start of the project, the Contractor shall attend the weekly Project Coordination Meetings organized by JRF Airport Management. These meeting location and times are to be determined and include representatives from the following organizations:

- Construction Manager (CM)
- Department of Transportation, Airports Division (DOT-A)
- Kalaeloa Airport Management (JRF)
- JRF Airport Maintenance Supervisor (JRF-MS)
- JRF Aircraft Rescue and Fire Fighting (ARFF)
- Oahu Airfield Operations (AIR-OO)
- JRF Air Traffic Control Tower (ATCT)
- FAA Honolulu Control Facility (FAA HCF) (this includes ATCT, terminal airspace control, and enroute airspace control)
- Other airport stakeholders as appropriate

The topics of discussion shall include preferred access point(s); vehicle route(s); other on-going construction projects within the proposed project vicinity; additional notification/communication requirements prior to entering each area; work area barricade requirements, lighting, backup equipment and materials; emergency notification procedures and emergency contacts; and temporary stockpile locations; procedures that must be followed should the Contractor be unable to open a phase at the end of scheduled night time work hours; and other topics as appropriate.

2.2 Coordination and Progress Meetings

Attendance at weekly Project Coordination Meetings as described in Section 1.1 is mandatory during project construction. The Contractor must be prepared to discuss in detail their work, schedule, requested closures, and effect on operations for the upcoming three weeks. It may be necessary for the Contractor to modify their work and schedule to accommodate other projects or special operational needs at the airport. During runway or taxiway closures, Airport Management may require simultaneous work operations by multiple Contractors or Agencies to minimize the effect on airport operations.

Coordination of airfield activities is an important component of a safe operating environment. Progress meetings will be coordinated with the HDOT-A Project Manager to discuss the progress of the project as a whole. During the project the following coordination meetings will be held to discuss airfield activities:

- Pre-construction meeting
- Weekly Contractor progress meetings
- Pre-activity meeting and contingency planning meetings
- Daily coordination will take place between all involved parties
- The Contractor and subcontractor may be required to attend a daily airfield safety coordination meeting as determined by the Engineer.

The Contractor shall schedule a pre-construction safety meeting prior to the start of construction activities within 24-hours of the first work shift. The Contractor, JRF, and all sub-contractors active on the site must be represented at the meeting. This meeting is vital to identify any activity which may impact airport operations and to ensure the required Notice to Airmen (NOTAM) has

been issued. The contractor, sub-contractors, and all other personnel involved on site during construction activities, shall review this CSPP prior to the meeting. The contractor shall conduct the meeting and provide for keeping the meeting minutes. A copy of the meeting minutes will be provided to JRF. The purpose of the meeting is to review any safety issues that have been identified, arrange for any changes that require coordination with airport operations, discuss changes in procedures and personnel, and resolve other problems that may develop.

During construction activities, the Contractor's representative shall attend all weekly Project Coordination Meetings organized by JRF. During these meetings, the proposed construction work and closures shall be coordinated to minimize the construction impact to JRF operations. At each weekly meeting, the Contractor shall present an updated three-week work schedule with the proposed phasing/barricade plan. The three-week schedule shall include the construction activity for each day and the phasing/barricade plan (working hours, required runway closures, required taxiway closures, aircraft operating area (AOA) hauling route, proposed alternate aircraft route, etc.). All parties involved with the weekly meeting (CM, DOT, FAA, JRF, AOC, ARFF, ATCT, HCF, Airline Representative, etc.) will be able to provide input and/or voice any concerns to the construction activity and/or proposed closures. The three-week schedule and phasing/barricade plan will be approved at the weekly meetings, and reflected in the meeting minutes or may be approved by FAA-Honolulu Airports District Office (ADO) via email. If any changes to the three-week schedule and/or phasing/barricade plan are required, the Contractor will update and resubmit the plan for approval.

If a closure is required in the movement and/or non-movement areas, the Contractor will provide a proposed alternate route for aircraft taxiing operations. Proposed language for Notices to Airmen (NOTAMs) and low profile barricade plans shall identify the date, time, and proposed closure area for construction work. The proposed closure plan and alternate aircraft travel route(s) shall be submitted for approval and/or comments one week prior to the scheduled closure. DOT, JRF, FAA ADO, and FAA HCF must approve alternate routing for aircraft prior to scheduling any NOTAM(s) for this project. The Airport Duty Manager (HNL) will be responsible for the issuance of any NOTAM(s) for the project.

In addition to the Project Coordination Meetings, the contractor shall attend a weekly Owner/CM/Contractor (OAC) meeting. The meeting shall be located at Kalaeloa Airport. If available, DOT will provide teleconference information for individuals unable to attend the weekly meeting in person. A meeting agenda will be provided by the CM, DOT, or Contractor, and shall cover Operational Safety, Project Progress, Request(s) for Information (RFI), Submittals, Change Orders, and general discussion items.

Prior to starting any work shift (day or night work), a daily meeting will be held by the construction crew. The meeting shall be led by the Superintendent, Foreman, and/or On-Site Supervisor, and shall include discussion of the work to be performed during that shift, any potential safety issues, the approved barricade plan, closed AOA sections, AOA hauling routes, and construction goals. A weekly safety meeting will be held at the start of each week. As required by occupational safety and health administration (OSHA), the safety meetings shall be documented and recorded. As part of the weekly safety meeting, the construction crew will take time to share any experiences, safety issues experienced the previous week (lessons learned), related to the safety topic of the week.

2.3 Safety Meetings

A safety meeting prior to the start of construction activities is mandatory. The Contractor shall schedule the meeting so that personnel from HDOT-A, Airport Management, and FAA are able to attend. The Contractor shall schedule the pre-construction safety meeting prior to the start of construction activities within 7 days of the first work shift. The Contractor, JRF Airport Management, and all sub-contractors active on the site must be represented at the meeting. This meeting is vital to identify any activity which may impact airport operations and to ensure the required Notice to Airmen (NOTAM) has been issued. The Contractor, sub-contractors, and all other personnel involved on site during construction activities, shall review this CSPP prior to the meeting. The Contractor shall conduct the meeting and provide for keeping the meeting minutes.

A copy of the meeting minutes will be provided to JRF. The purpose of the meeting is to review any safety issues that have been identified, arrange for any changes that require coordination with airport operations, discuss changes in procedures and personnel, and resolve other problems that may develop.

The Contractor shall schedule additional construction safety meetings prior to the start of each new phase of work and periodically throughout the project. Although attendance is not mandatory, the Contractor is encouraged to invite HDOT-A, Airport Management, and FAA to these additional meetings.

All contractor personnel working within or adjacent to the AOA shall receive a safety briefing approved by Kalaeloa Airport Operations prior to commencement of work. The safety briefing will cover (but is not limited to) the following:

- Aircraft jet blast
- Aircraft versus vehicles (aircraft right-of-way)
- Airfield layout including signs, marking, and lighting
- Airfield driving rules within movement (AOA) and non-movement areas
- Communicating with ATCT
- Maintaining airport security
- Closed or prohibited areas
- Foreign object debris (FOD)
- Wildlife management procedures

Any personnel without safety training will be required to be accompanied by Contractor personnel with the proper training and security escorting privileges.

2.4 Scope or Schedule Changes

Changes to the schedule noted in Appendix 1 – Construction Schedule will be coordinated with DOT, JRF, FAA ADO, and FAA HCF at least one week in advance. It is possible that Contractor field activity may be canceled for the following reasons:

- Inclement weather; work shall be canceled for the night if heavy consistent rain or wind conditions are predicted to occur at the scheduled weather forecast at 1800 hours, prior to the night of field activity
- Irregular airport operations or emergencies

A Go/No-Go decision shall be made at a minimum of 2 hours before scheduled work closure. In the event of cancellation, work shall be rescheduled for the next scheduled taxiway closure date and time per Appendix 1 – Construction Schedule. The Contractor will inform all involved parties of work cancellation; otherwise it is generally assumed the weather will be satisfactory. Delays due to inclement weather or irregular airport operations will extend the schedule accordingly.

2.5 Additional Coordination

Early coordination with FAA-ATO and JRF is required to schedule any airport/airfield closures (taxiway closures, runway closures, etc.) on this project. All closures shall be coordinated and approved during the weekly Project Coordination Meetings at least three (3) weeks prior to the scheduled closure. The proposed closures shall be provided on the three-week schedule and illustrated on the phasing and barricade plan. The CM, DOT, FAA Honolulu ADO, FAA HCF, FAA-SSC (for navigational aids (NAVAIDs)), JRF, AOC, ARFF, Airline Representative, etc. will be able to provide any comments or concerns regarding the proposed closure date and/or closure plan. The three-week schedule and phasing/barricade plan will be approved at the weekly meetings, and reflected in the meeting minutes or approved by FAA- Honolulu ADO via email. If any change to the three-week schedule and/or phasing/barricade plan is required, the Contractor will update and resubmit for approval prior to starting any work.

The Contractor shall conduct all operations in such a manner so as to maintain a smooth, safe, and uninterrupted flow of aircraft operations and vehicular traffic around the airport. In addition, the Contractor will coordinate with AOC to access the airfield; this also includes airfield driver training, airfield escorts, airfield ride-along(s), etc.

The Contractor shall coordinate Runway and Taxiway closure dates and times with JRF, Air Ambulance, JRF helicopter operations, flight school located at JRF, and other stakeholders identified by JRF.

FAA Form 7460-1, Notice of Proposed Construction or Alteration, shall be filed with the FAA for this project and is required for any construction or alteration associated with any project at or near the airport. Additional FAA Form 7460-1, Notice of Proposed Construction or Alteration, shall be filed for any crane activity associated with construction.

Prior to excavation in the vicinity of existing underground facilities, the Contractor shall notify the Engineer and the respective authorities representing the owners and agencies responsible for the associated facilities, not less than three (3) working days and not more than five (5) working days, prior to excavation so that a representative of the owner(s) or agencies can be present if they so desire. It is required to provide a list of utility companies and representatives whose facilities may be impacted by the project.

It is required to provide a list of utility companies and representatives whose facilities may be impacted by the project.

End of Section 2

SECTION 3 PHASING

3.1 General Description – Scope of Work

Prior to the start of the project, the Contractor is encouraged to conduct field Investigations of the existing conditions of the vegetation and topography. The project is to occur within the Air Operations Area (AOA) and Aircraft Movement Area (AMA) near the Runway 22L, 4R, and 29 ends. A drawing showing the work areas is included in Appendix 3 – Construction Phasing Plan. The purpose of the project is to clear all vegetation 3” and taller inside the RSA to comply with the requirements of Advisory Circular 5300-13B.

The Contractor shall follow the phasing plan developed by the DOTA and approved by the FAA, JRF, ATCT, HCF, Airlines, and other stakeholders. The phasing plan gives the Contractor a limited amount of work time each day to complete the specified work. This compressed work schedule has been determined to minimize impacts to airport operations. The Contractor shall coordinate with JRF prior to the start of work to confirm and finalize scheduled work days and work hours.

Clearing involves the removal and disposal of trees and vegetation as shown in the contract drawings.

Vegetation has been identified to be inside the RSA near the Runway 22L, 4R, and 29 ends. All vegetation such as trees, shrubs, and other plant life shall be cleared to less than 3” in height from existing grade. All cleared materials shall be hauled and properly disposed of offsite at the end of each working day.

3.2 Phase Elements

The Contractor shall perform each phase of the work within the periods of time and/or duration specified. The Contractor shall provide all labor, material, and equipment, including standby equipment necessary to guarantee construction and completion of work within the constraints and timeframe(s) specified for the individual phases and the overall project, and within the requirements of the contract documentation. The terms “work area”, “zone”, and “phase” may be used hereafter to describe either the period of time and/or the area in which certain work is to be done.

The Contract Time for completion of the work of all combined phases shall be 21 calendar days and will consist of the phases listed in Table 3-1 – RSA Clearing Phase Duration.

Table 3-1 – RSA Clearing Phase Duration				
Phase Name	Location	Work Hours	Phase Duration (Calendar Days)	Contract Calendar Days (Total)
1	JRF Runway 22L Approach End	Mon-Sun: 0600-1800 HST	7	7
2	JRF Runway 29 Approach End	Mon-Sun: 0600-1800 HST	7	14
3	JRF Runway 4R Approach End	Mon-Sun: 0600-1800 HST	7	21

Certain phases of work are dependent on completion of other phases (construction and/or operational), while other phases are required to work within nighttime periods to minimize the impact to airport and aircraft operations. The relationship of phases is outlined in Table 3-2 – Relationship of Phases of Work.

Table 3-2 – Relationship of Phases of Work			
Phase Name	Pre-Requisite Prior to Commencing Work	Concurrent Phase	Comments / Description of Work
1	Submittals	All	The commencement of Phase 1 shall only begin once appropriate submittals are approved. Phase 1 may occur concurrently during all phases of the project. Phase 1 shall not delay work times or closures of any other phase.
2	Submittals	All	The commencement of Phase 2 shall only begin once appropriate submittals are approved. Phase 2 may occur concurrently during all phases of the project. Phase 2 shall not delay work times or closures of any other phase.
3	Submittals	All	The commencement of Phase 3 shall only begin once appropriate submittals are approved. Phase 3 may occur concurrently during all phases of the project. Phase 3 shall not delay work times or closures of any other phase.

3.3 Field Activity - Construction Safety Drawings (CSD's)

The limits of work for each construction phase are clearly shown in Appendix 3 – Construction Phasing Plans, indicating offset distances from adjacent active taxilanes and/or taxiways. For each phase, these lines show the limit of the work area in which the Contractor may have workers, equipment, and materials, and areas where work may be conducted for that phase.

No construction activity is permissible within runway safety area(s) (RSA) or taxiway/taxilane safety area(s) (TSA) while the adjacent runway, taxiway, or taxilane is open to aircraft operations. Work within the RSA/TSA shall only be accomplished during closure of the runway, taxiway, or taxilane during hours that have been previously coordinated and approved by JRF and FAA during Project Coordination Meetings. Prior to any approved closure, the Contractor shall contact JRF to confirm NOTAM issuance. JRF will coordinate and notify HCF to deactivate NAVAIDs, runway approach lights, and/or runway(s) and taxiway(s) edge lights. The Contractor shall place illuminated X's at both ends of each runway that is scheduled to be closed along with low-profile barricades at the locations designated on the approved barricade plan. Jet blast considerations shall be discussed before final implementation of the phasing/barricade plans. Aircraft Rescue and Fire Fighting (ARFF) travel routes shall remain open at all times.

3.4 Work Shutdown Procedures

Work shutdown procedures for runway and taxiway closures shall be as follows:

- Remove all cleared material from the site.
- Clean all debris and surface laitance from the project location.

- The Contractor shall perform foreign object debris (FOD) checks in all work areas and on all taxiways used as haul routes.
- The Contractor shall request a FOD inspection from JRF.

Prior to the end of the work day, all equipment and materials shall be moved outside of the ROFA/TOFA. No stockpiles shall remain within ROFA/TOFA, grading shall be covered in a manner to prevent dust and rock movement due to jet blast, or other objectionable movement of material onto the open runway or taxiway/taxilane, and the adjacent runway or taxiway pavement shall be swept and cleaned of all construction debris.

The CM and JRF shall retain the right to shut down contractor operations in any work area if these conditions are not being met. Prior to re-opening of runways or taxiways the Contractor shall contact JRF at least 30 minutes prior to the scheduled re-opening to request a FOD inspection. Once JRF has completed the FOD inspection and cleared the runway or taxiway for opening, the Contractor shall remove all barricades and illuminated X's. The Contractor shall then contact JRF to inform them that work is complete, and the runway and/or taxiway may be reopened.

End of Section 3

SECTION 4 AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITIES

4.1 General Description

A general description of the impacted locations and airfield areas affected by each phase of work is shown in Table 4-1 – Airfield Operational Impacts below.

Table 4-1 – Airfield Operational Impacts			
Phase Name	Location of Airfield Impacts	Airfield Restrictions/Closures	Additional Description
1	Runway 22L End	• JRF Runway 4R-22L WIP	See Phasing Plans
2	Runway 29 End	• JRF Runway 11-29 WIP	See Phasing Plans
3	Runway 4R End	• JRF Runway 4R-22L WIP	See Phasing Plans

4.2 Identification of Affected Areas

Identifying the work areas affected by construction will help to determine possible safety problems that may occur. Please refer to Appendix 1 – Construction Schedule and Appendix 3 – Construction Phasing Plans regarding the initial phasing/barricade plans.

4.3 Mitigations of Effects

There are no runway or taxiway closures scheduled during the work hours. The Contractor will pull back to the designated pullback areas when instructed by ATC prior to any landings or departures on the runway. The Contractor shall implement these mitigations to minimize any effects to airport operations.

End of Section 4

SECTION 5 PROTECTION OF NAVAIDS

5.1 Summary

Visual Electronic NAVAIDs (ILS, LOC/DME, VORTAC, Glide Slope, etc.) and their critical areas shall be protected at all times during the construction work. Requests for NAVAID shutdown for all runway closures on this project will be coordinated with FAA, HCF, and/or ATC at the JRF weekly Project Coordination meeting. For Runway closures, any electronic NAVAIDs impacted by the work on said runway shall be taken offline when the runway is closed and reactivated when the runway is reopened. HCF will be responsible for coordinating the turning off and on of all electronic NAVAIDs for the runway closures. Shall any NAVAIDs be impacted and require shutdown, the process notated in Section 3.3 shall be followed and the request will be confirmed during the Project Coordination Meetings.

The Contractor shall ensure that all runway lighting, taxiway lighting, and NAVAIDs are undamaged by construction operations. Parking of equipment or vehicles near electronic NAVAIDs will not be permitted. To the extent possible, the Contractor and its subcontractors shall remain clear from the electronic NAVAID critical areas, thus minimizing interference with signals essential to air navigation.

End of Section 5

SECTION 6 AIRFIELD ACCESS

6.1 Site Security

The airport is operated in strict compliance with FAA and JRF regulations, which prohibit unauthorized persons or vehicles in the AOA. Equipment and personnel will be restricted to the work area as defined in Appendix 3 – Construction Phasing Plans. Any violation by the Contractor or subcontractors will be subjected to penalties imposed by FAA and/or JRF.

The Contractor shall conform to the FAA air carriers' Standard Security Program (SSP) (Title 49 CFR Part 1542, Airport Security) employee background check requirement as administered and enforced by the airport director. Public law 106-528 requires that all new employees comply with the "criminal history record checks" by being fingerprinted.

The Contractor shall obtain JRF security badges for employees expected to work within the AOA. Workers shall abide by requirements dictated by the badging agreement. These include, but are not limited to, regulations for entering/exiting, operating vehicles on the AOA, escorting procedures, and visibility requirements.

Access to the airport AOA will be through Gate #16 located near the air traffic control tower (ATCT) and Gate #1 near the Runway 22L end and Coral Sea Road. The Contractor shall supply continuous security approved by JRF if Gate #1 is used. The gates will be unlocked for entry and exit of contractor personnel only. The gate will remain locked at all other times. The contractor will submit a request for a key of the vehicle gate lock to be used for the duration of construction. Contractor locks shall not be placed on gates. Airport locks shall be used. The Contractor shall provide security guards approved by JRF Management at gates used by the Contractor for vehicle ingress and egress through the airport perimeter security fences. The Contractor shall stop any unauthorized person entering the airport through these gates. Gates shall be closed at all times when not in use. Airfield security shall be maintained at all times.

- The gate shall be opened to allow authorized vehicular passage and closed and locked at all other times.
- All vehicles must have an up to date ramp license sticker and an approved logo or company name displayed on both sides of the vehicle.
- Unless a gate guard is performing guard duty, the gate must be secured and locked.
- No one is allowed to enter the AOA unless the preceding conditions are met.
- Checking all incoming individuals and vehicles for airport authorized identification (AOA badges) and vehicle permits to prevent unauthorized entrance onto the AOA.
- Comparing the name on the identification badge for each individual entering through the gate with an Airport-provided "stop list." If a person's name is on the stop list, entry shall be denied and the Honolulu Security Office immediately notified.
- Conducting vehicle searches to ensure weapons, explosive devices, and other prohibited items are not allowed into the secured area of the airport. If weapons or other prohibited items are found, the guard shall prevent entry and immediately notify the Contractor and the Honolulu Security Office.
- Ensuring that the security gate is closed when not actively being used to prevent security breaches.

6.2 Contractor Staging Area

Contractor staging areas as depicted in Appendix 3 – Construction Phasing Plan shall be used to store all idle equipment, supplies and construction materials. Storage shall not interfere with operations areas. When not in use during working hours, and at all other times, all material and equipment shall be stored at the storage site indicated on the drawings unless prior approval is provided by the CM and DOT.

6.2.1 Equipment Storage Area

Storage of equipment and materials shall be in the Contractor's staging area as shown in Appendix 3 – Construction Phasing Plan. The Contractor shall be solely responsible for the security of the lay-down area and shall be liable for any damage caused to such premises. The Contractor shall restore the staging and storage areas and adjacent areas to their original condition prior to final acceptance of the work.

When required, Best Management Practices (BMP's) will be installed around the staging/stockpile areas as approved by DOT and the CM.

6.2.2 Location of Stockpiled or Construction Material

- The stockpile and staging area(s) shall not be permitted within the RSA, obstacle free zone (OFZ), and if possible, not permitted within the runway or taxiway object free areas (OFA). Stockpiling materials and/or parking equipment near electronic NAVAIDs or within five (5) feet of the AOA fence line shall not be permitted.
- The Contractor staging area shall be used to store all idle equipment, supplies, and construction materials. Storage shall not interfere with operational areas.
- The Contractor shall not store materials or equipment in areas in which the equipment or material will affect the operation of FAA electronics equipment.
- Any approved storage of equipment shall not present a line of sight problem with FAA ATCT, flagman operations, vehicle traffic, or aircraft.
- Stockpiling of material will only be allowed at the Contractor's staging area. The Contractor shall be responsible for any blown debris or dust from stockpiles. The stockpile height is restricted to 20 feet and shall remain below the Title 14 FAR Part 77 imaginary surface contours. However, barricades with red flashing lights shall be installed where potential conflicts with aircraft or ground vehicular traffic exists.

6.3 Haul Routes

1. Haul route for vehicles delivering materials to, or hauling material from, the work sites shall use the gates and haul routes as shown on the plans. Appendix 3 – Construction Phasing Plans, clearly delineates how the Contractor will access the airfield including preferred haul and travel routes.
2. Roads designated as contractor haul routes may be used by other airport vehicles, contractors, and the general public (along public roads). The contractor shall not interfere with other vehicle traffic and shall yield to emergency vehicles and aircraft along any of the airport or public roads. The contractor shall provide all flagging, signing, lighting, etc. required by the city, airport, county, and state to provide all reasonable safety measures to protect all persons utilizing the AOA service road, the haul road, and all public roads used by the Contractor. The Contractor shall obey all vehicular weight and speed limits established as posted on airport property and public streets.
3. All vehicles and equipment shall be kept within the work areas established for that work shift unless traveling to or from the site. Under no circumstances shall vehicles be parked or equipment stored outside of the work areas.
4. Any equipment temporarily parked at a work site for use during the current work shift shall be properly marked, parked outside all safety areas, and within the barricaded work site. Equipment shall not exceed 15 feet in height and shall be left in the lowest possible profile position.
5. All airfield markings along haul routes and areas adjacent to the work area shall be maintained by the Contractor to the satisfaction of the CM for the duration of the project.
6. Trucks delivering asphalt pavement or concrete shall wash out chutes, beds, mixers, etc. only at locations previously approved by the CM and DOT.
7. Locations of access roads are approximate. Exact locations shall be coordinated with the CM to avoid surface utilities, navigational equipment, TOFAs, RSA, etc. Access roads

- must be constructed and operational before any other work can begin. All vehicles and equipment must access the work area along designated access roads.
8. Contractor's vehicles shall not deviate from approved haul routes specified on the plans or as directed by the CM. Crossover between construction sites is prohibited. To move from one construction site to another, a vehicle must exit the AOA via the approved haul route and access point and re-enter through the approved area. If vehicles are required to travel over any portion of that area, they shall be accompanied by an approved radio-equipped escort vehicle.
 9. Contractor shall monitor and control FOD on the haul route at all times using powered sweepers.
 10. When driving from dirt areas to paved areas, the Contractor shall implement FOD checkpoints for vehicle operators to check and remove FOD on the tires to prevent tracking of FOD to aircraft operational areas.

6.4 Requirements and Regulations Relating to the Operation of Motor Vehicles

During the duration of the work, the Contractor shall recognize and abide by all rules, regulations, and controls, as modified by federal regulations.

In addition to the federal regulations, the CM and DOT is empowered to issue such other instructions as may be deemed necessary for the safety and well-being of airport users or otherwise in the best interest of the public.

Vehicles entering the AOA must comply with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport, (latest edition). Contractor vehicles and equipment, except those under escort, shall be marked with the company name or logo on both sides in no less than 4-inch high letters of a contrasting color. Markings may be painted on the vehicle, or magnetic signs may be used. Construction vehicles under escort are the responsibility of the properly equipped lead vehicle and are required to have a flag or beacon.

All contractor vehicles and equipment operating in the AOA must display orange and white checkered flags or flashing yellow beacons during daytime use and flashing yellow beacons during nighttime use. The flag shall be on a staff attached to the vehicle and shall be at least a 3-foot square having a checkered pattern of International Orange and White squares at least one (1) foot on each side. Flags and beacons must be mounted on the vehicle where they are visible from any direction.

Each contractor, including each contractor/subcontractor employee, who operates a ground vehicle on any portion of the AOA at JRF must be familiar with and comply with:

- Kalaeloa Airport's AOA vehicle rules and regulations
- Kalaeloa Airport's procedures for the operation of ground vehicles
- The consequences of noncompliance with Kalaeloa Airport's rules and regulation and/or procedures for the operation of ground vehicles as shown on plans

6.4.1 Operation of Motor Vehicles within the AOA

Motor vehicle operations within the vicinity and on the airport premises shall be governed by the provisions of the Hawai'i state motor vehicle codes and traffic direction procedures and signs and signals for turns. Lights and safe-driving precaution shall be in conformity therewith. In addition, motor vehicles shall conform to all special regulations prescribed by the airport.

Traffic on perimeter roads, enplaning and deplaning areas (ramp areas), public thoroughfares, and parking areas of the airport is limited to those vehicles properly licensed to operate on public streets and highways or as approved by JRF management and JRF-MS.

Every person operating motorized equipment of any character on any area shall operate the same in a careful and prudent manner and at a speed posted or fixed by this section or the general provisions and at no time greater than is reasonable and proper under the conditions existing at the point of operating, taking into account weather, traffic and road conditions, view and obstructions, and shall be consistent with all conditions so as not to endanger the life, limb or property, or the rights of others entitled to the use thereof.

The Contractor shall be aware that operations of aircraft in an adjacent area will result in jet blast occurring in the work area. Contractor vehicles, equipment, and supplies must remain inside the work area established for the work shift unless in transit to or from the site. All vehicles and equipment must access the work area along designated access roads/haul routes.

All motor vehicles that enter the AOA shall possess exhaust system that are protected with screens, mufflers, or other devices adequate to prevent the escape of sparks or the propagation of flame.

All vehicles within the AOA shall be equipped with reflectors or lights on both front and rear ends and on the sides.

All vehicles and equipment used on the AOA must display an orange and white checkered flag or a flashing yellow beacon during daytime work, and a yellow flashing beacon during nighttime work.

No person shall operate any motor vehicle or motorized equipment in the AOA of the airport unless such motor vehicle or motorized equipment is in a safe and mechanically reliable condition for such operation.

Any person operating equipment within the AOA shall, in addition to this section, abide by all existing FAA and other governmental rules and regulations and shall at all times comply with any lawful signals or direction of airport employees. All traffic signs, lights, and signals shall be obeyed.

No person shall operate any motor vehicle or motorized equipment on the aircraft movement area or non-movement area(s) of the airport at a speed in excess of the posted (established) speed limit of 15 mph unless otherwise noted or when conditions require a reduction in speed. Designated motor vehicle drive lanes shall be utilized where provided unless specific direction is given by the CM, JRF Management, or AOC.

No person operating a motor vehicle or motorized equipment within the AOA shall in any way hinder, stop, slow, or otherwise interfere with the operation of any aircraft. Aircraft shall have the right-of-way at all times.

All aircraft and emergency vehicles have priority over Contractor vehicles. Contractor vehicles shall yield right-of-way to aircraft and emergency vehicles. Contractor shall ensure that under no circumstances will any Contractor or other vehicle associated with the project pass beneath any part of an aircraft or loading bridge, or block the access to any parking gate or delay any aircraft movement.

Vehicles shall remain within established drive lanes. It is prohibited to use active runways or taxiways or adjacent field areas unless specifically allowed by ATCT. Vehicles shall remain within established drive lanes. It is emphasized that the Contractor's authority to operate does not extend to active aircraft movement areas. The Contractor shall operate along established access roads/haul routes with prior approval of the CM, JRF Management, and AOC.

All construction personnel (Contractor and Subcontractors) requiring access to the AOA shall obtain an AOA badge. Should individuals require a temporary pass to enter the AOA, Contractor will request Escort Required Temporary Badges (ERTB) from DOT. The individual possessing an

ERTB must be escorted at all times while within the AOA by a badge holder who possesses an Escort privilege on his/her AOA badge. While in the closed construction area (barricaded area), the Escort must maintain full control of the ERTB personnel.

6.4.2 Parking

- No parking is permitted on the airport roadway as the primary purpose of the airport roadways is for motor vehicle traffic.
- No person shall park any motor vehicle, other equipment, or materials within the AOA, except in a neat and orderly manner and at such locations prescribed or as directed by the CM and DOT.
- No person shall park any motor vehicle or other equipment or place materials within the AOA or within 15 feet of any fire hydrant or standpipe.
- Parking of construction workers' private vehicles shall also be in a public parking or private parking facility outside the AOA.
- Under no circumstances shall vehicles or equipment be parked within five (5) feet of the airport perimeter security fence line.

6.4.3 Vehicle Identification including Lighting and Markings

Each vehicle or unit of equipment that travels or operates on any part of the AOA shall have an approved decal or painted company name applied to both sides of the vehicles in a location opposite the driver's seat. The identification should be applied to the front door panels. Magnetic or temporary signs are not acceptable.

All vehicles and equipment, except those under escort, must be marked with the company name and/or logo on both sides. Per the (Most up to date version Contractor's Training Guide, the lettering for the company name shall be in bold characters of a minimum 4" in height, and 1-1/2" in width, and the height of the logo shall be a minimum of 6"). Escort vehicles must be marked with the company logo as stated above, and must be properly equipped with a two-way radio. Escort vehicles may be used to escort a maximum of two (2) vehicles onto the AOA. The vehicle(s) providing the escort must lead the convoy and is responsible for all trailing vehicle(s). This vehicle may escort unmarked vehicles onto the AOA. Vehicles being escorted shall be in radio or cell phone contact with the lead escort vehicle. Under no circumstances may an employee provide an escort from inside an unmarked vehicle. Drivers of escorted vehicles must display a delivery escort badge or a construction escort badge.

Use of logos or symbols in lieu of letters are subject to approval by the JRF Airport Manager.

Vehicles that appear at access gates without signs on both sides of the vehicle will be denied access. Vehicles found to be missing signs within the AOA will be escorted off the jobsite and not be permitted to re-enter until signs have been installed.

Any person operating equipment in the AOA shall, in addition to this section, abide by all existing FAA and other governmental rules and regulations.

It is emphasized that the Contractor's authority to operate does not extend to active aircraft movement area. The Contractor shall operate along established access roads/haul routes with prior approval of the DOT and JRF Management.

6.4.4 Load Limits

When using airport roadways, the Contractor shall restrict the gross weight as required by local codes. For heavier vehicle loads, permits shall be obtained through the agency having jurisdiction. All vehicle weights are subject to verification by the CM.

6.4.5 Delivery and Parking of Construction Equipment and Vehicles

No equipment or construction vehicles shall be parked or left unattended outside the airfield access gates or on public roadways. When equipment or vehicles are to be delivered to the work site, the Contractor must be present to accept the equipment or vehicles and shall escort them inside the airfield fence and have them parked in the contractor's staging area or other approved location on the airfield. Any construction equipment or vehicles left unattended outside the airfield gates or on public roadways shall be impounded by the City.

6.4.6 Requirements and Regulations Relating to Vehicle Drivers

All drivers operating vehicles on airport property must carry a valid United States driver's license on his/her person, appropriately endorsed for the type of equipment being operated.

Drivers designated to operate vehicles within the AOA shall receive special drivers training as required in Section 6.4.7 and be approved by the airport before being allowed to operate within the AOA or must be escorted by an approved escort.

Drivers operating outside the AOA may operate vehicles without attending the special drivers training.

Permission to apply for vehicle permits shall be made in writing to the JRF Airport District Manager through the CM and/or DOT, and must list all vehicles requesting a permit. Construction equipment (cold planer, AC paver, AC rollers, backhoes, etc.) that remain at the jobsite do not require a vehicle permit (vehicle permit required for licensed vehicles only), and may be stored in the staging area or closed construction areas as approved by DOT, JRF, and FAA. An orange and white checkered flag shall be displayed on all equipment while within the AOA during non-working hours.

Use of tall equipment (cranes, concrete pumps, etc.) will not be allowed unless the FAA Form 7460-1 determination letter is issued and approved for such equipment.

6.4.7 Vehicle Driver Training

Every driver who operates a vehicle on the AOA of the airport must be familiar with the pertinent provisions of the state of Hawai'i vehicle code and the traffic and licensing subsections of these rules and regulations. The driver must have been trained in the vehicle to be operated.

All Contractor employees and subcontractors who will be driving a company identified vehicle within the AOA will be required to obtain an Airport Motor Vehicle Operator's Permit (Ramp License). A ramp license, in conjunction with a valid, state issued driver license, current AOA badge, and permission from AOC will qualify drivers to operate vehicles within the non-movement areas of the airport only. To qualify for the ramp license, each operator must attend the ramp license class provided by JRF, and pass the written examination.

One approved vehicle with an operator who possesses an Escort privilege on his/her AOA badge can escort up to two (2) vehicles onto the AOA.

The applicant must pass a written 25 question multiple-choice test administered by the airport Pass and ID office covering AOA safety rules and regulations. A score of 80% (20 correct responses out of 25) is required to pass. If the applicant fails the test, it can be re-administered the following day. Ramp licenses are valid for a period of 8 years or until the expiration of the applicant's state issued driver license, whichever is shorter.

For employees working or driving inside the movement areas, a "Movement Area" stamp shall be placed on the AOA badge. In order to qualify for the movement area license, each operator must

attend the movement area training class provided by JRF and pass the written examination which includes proper procedures for radio communications with Ground Control and the ATCT.

The applicant must attend a movement area training class and pass a written test administered by the Ramp Control Supervisor. The test covers AOA safety rules and regulations, proper procedures and phraseology for communicating with Ground Control and ATCT, knowledge of airport layout including all taxiway designations, and familiarity with airport signing and pavement markings. The training class and test are offered three (3) times per month. A score of 90% is required to pass. If the applicant fails the test, it can be re-administered at the next scheduled offering. Movement area qualification is good for a period of 1 year or until the expiration of the applicant's driver license or ramp license.

The preferred procedure for Contractors unfamiliar with the airport who require movement area access is to be escorted by AOC until such time as they have proven competency in navigation and communication on the airfield as determined by the Ramp Control Supervisor. The Contractor shall coordinate the need for escort with JRF and AOC at least one week prior.

6.4.8 Two-Way Radio Communications

Radio communications with the ATCT will be in accordance with the procedures specified by the most current memorandum of understanding between FAA control tower (or contract tower) and JRF.

The contractor will provide at least two (2) Radio Monitoring Personnel (RMP) to coordinate access in the movement area. The RMP will acquire the necessary training as directed by JRF management. The RMP shall acquire the movement area certification at JRF and be familiar with proper radio communication procedures and phraseology. The RMP's only duty shall be to monitor the radio. Contractor employees with valid airport movement area certification and properly equipped and marked vehicles may escort up to two other vehicles onto the AOA. The vehicle providing the escort must lead and is responsible for the trailing vehicles. Communication with escorted vehicles is also required with use of a handheld radio or mobile phone.

The qualified RMP(s) will be expected to communicate with one or more of the following:

- JRF ATCT – Hours of Operation: 0600-2200 hrs, HST
- Honolulu Control Facility Air Traffic (FAA-HCF), when JRF ATCT is closed: 2200-0600 hrs, HST

The RMP shall monitor the following frequencies at all times while within the movement area:

- 132.6 "Kalaeloa Tower" (During JRF ATCT Hours of Operations)
- 123.8 "Kalaeloa Ground" (During JRF ATCT Hours of Operations)
- 119.8 "Sector 3 FAA-HCF Approach Control Frequency" (During JRF ATCT Non-Working Hours)
- 132.6 "Common Traffic Advisory Frequency" (During JRF ATCT Non-Working Hours)

The RMP(s) will communicate with "JRF Ground" (frequency 123.8) prior to the start of work for permission to enter the AOA. Prior to crossing the movement area line (one dashed and one solid line) and entering the movement area, the RMP(s) shall contact "JRF Ground" (frequency 123.8) for permission to enter the movement area. RMP(s) shall contact "JRF Tower" (frequency 132.6) to obtain permission to enter the RSA (two dashes and two solid lines). The "JRF Ground" and/or "JRF Tower" frequencies shall be monitored at all times while within the airport movement areas. RMP(s) shall use cellular phones as temporary backup to the radios in the unlikely event of radio communications failure.

- 123.8 "Kalaeloa Ramp" – used to communicate with AOC and monitored when entering or within the movement areas
- 132.6 "Kalaeloa Tower" – monitored when traveling, crossing and/or working within the RSA

For the area(s) and/or runway section(s) closed for construction activities, FAA-HCF gives DOT jurisdiction for control of vehicles, equipment, and personnel in the closed area as long as the Contractor complies with the movement of vehicles, equipment and personnel within the designated areas for movement on and off the runway and taxiways. In addition to the RMP(s), the Contractor may use escorts, flagmen, signal lights, or other means as approved by JRF, DOT, and FAA. The RMP shall not instruct aircraft at any time.

6.4.9 Airport Security

The contractor shall be responsible to provide and maintain JRF security-badged personnel in all areas of the work, obtain necessary training required to drive vehicles within the AOA and Aircraft Movement Area (AMA) as directed by JRF management, and obtain necessary vehicle ramp permits for all vehicles entering the AOA.

Access to the airport AOA will be through Gate #16 located near the air traffic control tower (ATCT) and Gate #1 the Runway 22L end and Coral Sea Street. The Contractor shall supply continuous security approved by JRF if Gate #1 is used. The gates will be unlocked for entry and exit of contractor personnel only. The gate will remain locked at all other times. The Contractor will submit a request for the key or combination to the vehicle gates to be used for the construction duration. Contractor locks shall not be placed on gates. Airport locks shall be used.

End of Section 6

SECTION 7 WILDLIFE MANAGEMENT

7.1 Summary

This project will use the following protocols to mitigate any wildlife hazards created:

Kalaeloa Airport shall coordinate all wildlife hazards and issues identified by the Contractor. All project personnel working on the AOA will receive an airfield safety briefing that will include information on the dangers of wildlife and aircraft operations. Inspection of the construction area will be conducted on a daily basis by Kalaeloa Airport Operations personnel.

Personnel shall take immediate action to eliminate wildlife hazards whenever they are detected. Hazards include, but are not limited to:

- Trash (food scraps and miscellaneous waste), standing water, or tall grass and seeds which may attract unwanted wildlife to the airport. All personnel shall take immediate action to eliminate wildlife hazards and shall be promptly removed to prevent attracting birds and animals.
- Poorly maintained or damaged security and wildlife fencing and gates, which may allow animals to enter the AOA.
- Any unusual wildlife activity will be noted on the airfield inspection checklist.
- Notifications will be made to the USDA Staff Wildlife biologist and Airport Operation wildlife superintendent and the ATC tower.
- The Contractor in consultation with Kalaeloa Airport Operations and the USDA wildlife biologist will develop and implement corrective measures to eliminate any wildlife threat.

7.2 Trash

All trash will be collected and contained in covered bins during construction activity, and disposed of properly off-site. All contractor vehicles shall have trash receptacles or use by personnel while on the project site. Trash receptacles stored in open portions of vehicles must have tight fitting or latching covers to prevent trash from blowing out of the receptacle due to wind, jet blast, or normal vehicle operation. Receptacles may be plastic trash bags if stored in the vehicle cab or other closed space.

7.3 Standing Water

Contractor shall manage storm water drainage within the project site to eliminate areas of standing or ponding water. Following rainfall events, any area with standing water within or immediately adjacent to the project site shall be immediately modified to drain the standing water. The Contractor shall make drainage improvements approved by the CM and DOT to prevent the future accumulation of storm water in these areas.

7.4 Clearing of Trees and Vegetation

The Contractor shall be responsible for the proper maintenance of areas within the project site. Cleared material shall be removed from the project area at the end of each day and properly disposed of.

The clearing of trees more than 15 feet tall shall not occur between June 1 and September 15 without prior consultation with the Department of Forestry and Wildlife (DOFAW) and U.S. Fish and Wildlife Service (USFWS).

Prior to the clearing of trees and vegetation the Contractor shall coordinate with the USDA Wildlife Technician on site.

7.5 Poorly Maintained Fencing and Gates

The Contractor shall be responsible for the maintenance of security at all locations affected by the Contractor's activities at all times. Unless approved by the CM, DOT, and JRF, the integrity of the existing airport security fence shall be maintained at all times. Gates will remain locked at all times.

Projects which require alteration of the existing airport security fence shall require the Contractor to submit detailed phasing plans for fence construction showing how security will be maintained. Contractor fence phasing plans must be approved by the CM, DOT, and JRF prior to construction. All changes to the airport security fence shall be completed in a manner which maintains the existing level of airport security, as approved by the CM and JRF, by the end of each work day. Whenever possible, new security fence shall be constructed and approved by the CM and JRF prior to the removal of the existing fence.

7.6 Disruption of Existing Wildlife Habitat

Projects on runways, taxiways, aprons, and other paved areas of the airport are not expected to disrupt wildlife habitat. Work in non-paved areas of the airport may encounter wildlife habitat. The Contractor shall report all wildlife sightings to "Kalaeloa Ground" on radio frequency 123.8 or to the USDA Wildlife Technician at (808) 271-9246.

End of Section 7

SECTION 8 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

8.1 Summary

Upon completion of each day's work, the contractor shall clean and remove from the project area all FOD materials generated by the Contractor's activities. The Contractor shall perform FOD checks on all paved areas used for Contractor access and haul routes within the AOA. Prior to reopening any closed portions of the airfield to aircraft, the Contractor shall request a FOD inspection from JRF-MS, Airport Operations, and Maintenance. Once the FOD inspection has been completed and the pavement areas cleared for opening, JRF will contact HCF to coordinate reopening the closed portions of the airfield.

All aircraft movement areas will be under constant surveillance by all parties to ensure they are acceptable for aircraft operations.

The Contractor shall maintain FOD control of all haul routes to and from the construction site. Sweepers shall be in continuous operation along paved haul routes within airport property while construction is ongoing. All utilities within and passing through the work/area phase shall be kept operational at all times, unless otherwise specified.

No loose material or waste (FOD), capable of causing damage to aircraft or capable of being ingested into jet engines, may be left in the working area on or next to runways, taxiways, ramps, or aprons. The Contractor shall direct special attention to all areas that are operational to aircraft during construction. These shall be kept clean and clear of all materials or debris at all times.

Common sources of FOD during construction include trucking or hauling operations of construction materials to and from the construction site, demolition and removal of items (i.e. cold-milling or PCC demolition), and during placement and construction of improvements (i.e. placement of aggregate subbase).

All loose material or waste (FOD) located on aircraft movement areas shall be reported to the inspectors immediately; the inspectors shall coordinate with JRF-MS to close the area to aircraft traffic if required until cleanup is accomplished.

Trucks and equipment shall have all accumulated dirt, mud, rocks, and debris removed before accessing the AOA, and when leaving the work area. Loads shall be struck flush and secured to prohibit loss of material. If spillage occurs, such roadways shall be swept clean immediately after such spillage to allow for safe operation of vehicles as determined by the CM. If the Contractor is negligent in cleanup and airport resources are required to perform the work, the expense of said cleanup shall be paid by the Contractor.

The Contractor shall continuously sweep and wash down all access routes to the construction areas and existing adjacent paved areas and AOA pavements. These areas shall be kept free of debris at all times, at no additional cost to the owner.

The Contractor shall keep operational vacuum sweeper trucks and water trucks on site and operational at all times during working and nonworking hours and shall maintain the sites free from dust and objectionable debris. During the period of time that there is no construction activity (between work shifts), the vacuum sweeper trucks, and water trucks must be ready and on-site with Contractor's personnel available by phone to respond immediately to a dust or debris problem as identified by JRF-MS staff or the CM. At no time shall there be more than a 10-minute response time to calls concerning dust/debris problems during work hours and a 60-minute response time at all other times on a 24-hour-per-day basis. The Contractor shall provide whatever means necessary to prevent FOD in aircraft movement areas and provide construction area generated dust control on a 24-hour basis.

The Contractor shall provide truck washes, rumble strips, shakers, or other means as necessary to prevent FOD in AOA and will be monitored by the CM. If the Contractor's method does not remove debris adequately to meet safety requirements, the Contractor may be shut down and will be required to utilize other methods at no additional cost to the airport or DOT.

End of Section 8

SECTION 9 HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

9.1 Summary

In the event of a spill the Contractor shall immediately contact ARFF at (808) 265-9053.

The Contractor shall have an emergency spill cleanup kit on the project site at all times. The spill kit will include absorbent pads and one 5-gallon bucket with cover. In the unlikely event of fuel or hydraulic oil spills; the Contractor shall contain the spill and place the absorbent pads on the spill immediately, used pads shall be placed in the bucket and disposed of properly off-site at a later time.

All construction activity involved with the handling of hazardous materials must provide the CM with a hazardous materials removal plan. The plan will include the name of the company used for removal of hazardous materials and the names and 24-hour telephone numbers of staff authorized to handle such removals.

No fuel, oil, grease, flammable liquids, or contaminants of any kind, including detergents, shall be allowed to flow into or be placed in any sewer system or open water areas without a separator or unless connected to an industrial waste system.

Transport and handling of hazardous materials requires special procedures as outlined in the project specifications.

End of Section 9

SECTION 10 NOTIFICATION OF CONSTRUCTION ACTIVITIES

JRF Airport Operations will make notifications to airport users through email-based distribution methodologies.

During weekly Project Coordination meetings, construction activities for the next three (3) weeks shall be discussed. Specific items should include, but are not limited to, phase beginning or ending, construction activities requiring closure of taxiways, modification to the vehicle service roads, and construction activities requiring FAA Form 7460-1 submittal.

10.1 Notice to Air Mission (NOTAM) Issuance

The Contractor will provide a written request to JRF management, not less than 72 hours in advance prior to the start of the work, so that local NOTAMs can be issued for the scheduled closures of runway or taxiways, work in progress, and affected NAVAIDs. The NOTAM must be filed a minimum of 48 hours prior to closing of the runway and taxiways.

- JRF-MS and ATO will coordinate the scheduling of the NOTAMs.
- Prior to the opening of a runway or taxiway the Contractor shall coordinate with ARFF to provide an inspection.
- Should the NOTAMs be cancelled, the Contractor shall notify Code 22.

Prior to the start of field activity each day or night, the Contractor will coordinate via JRF-MS to shutdown required runways and taxiways during the scheduled work hours. At the end of field activity each day or night, the Contractor shall notify JRF-MS. JRF-MS will then coordinate with HCF to re-open any closed runways and taxiways for aircraft traffic.

10.2 Aircraft Rescue and Firefighting (ARFF) Coordination

ARFF personnel, although involved in the planning and design phases, will receive a briefing prior to the start of construction along with periodic briefings on the status of the project. The Contractor shall provide uninterrupted ARFF access to all areas of the airport. Additionally, ARFF personnel will be invited to weekly construction meetings when work is expected to directly affect ARFF operations. The Contractor shall advise ARFF personnel of the following occurrences:

- AOA fence relocations
- Waterline and fire hydrant deactivation and activation
- Re-routing, blocking and restoration of emergency access routes
- The use of hazardous materials on the airfield
- Location of construction activities

10.3 Department of Transportation (DOT) Coordination

Contractor is to work with DOT and JRF to maintain a list of the responsible representatives/points of contact for all parties and procedures for contacting them 24 hours a day, seven days a week. This list includes local FAA HCF, FAA Technical Operations personnel, and the Contractor including all subcontractors.

In the event of an aircraft emergency that may affect construction activities determined by JRF; the Contractor's personnel and/or equipment may be required to immediately vacate the area. JRF will notify the CM, who will then coordinate with the Contractor. In cases of imminent danger; JRF will coordinate directly with the Contractor.

10.4 JRF ATCT Coordination

10.4.1 Marking of Equipment and Restrictions on Cranes

If cranes or other similar equipment are to be used, the Contractor will be required to submit for approval the FAA's application Form 7460-1. The submittal will be made to DOT for review and acceptance. DOT will forward submittals to FAA for approval.

DOT has no control over the FAA's review and approval time. Contractor is encouraged to submit any required applications well in advance (at least three (3) months) of the need for the use of the equipment or crane.

Contractor to Submit:

- Latitude
- Longitude
- Existing ground elevation including vertical datum
- Height of crane, structure, stockpile, etc.
- Exhibit indicating operating area of the equipment or crane

FAA Form 7460-1 will be filed for this project along with all crane activity associated with construction.

End of Section 10

SECTION 11 SPECIAL INSPECTION REQUIREMENTS

11.1 Summary

DOT, JRF, and Contractor personnel will conduct continual inspections of the construction site to ensure that areas surrounding the sites are safe for aircraft operations.

JRF personnel will note any discrepancies on the daily inspection checklist.

Any aircraft movement surface or adjoining runway, taxiway, or taxilane safety area that does not pass inspection must remain closed until such time cleanup is performed and approved.

JRF-MS shall conduct final inspections prior to opening the area for aircraft operations. JRF will notify HCF when areas may be opened for aircraft operations.

Frequent inspections will be made by JRF-MS and the DOT Engineer or his authorized representative during the critical phases of the work to ensure that the Contractor is following the recommended safety procedures. The inspector shall report any violations or potential safety hazards to the CM who will in turn advise the Contractor of the concern for immediate correction by the Contractor.

11.2 Daily (or More Frequent) Inspections

At the end of each work shift or work phase, the area will be cleaned to remove all FOD created by the construction activity from all runways, taxiways, and apron areas. Prior to opening of a closed area, the Contractor shall perform a FOD check of the work area and the haul route used for the shift or phase, and will not remove any low profile barricades and/or lighted X's until the area has been cleared by JRF-MS. The Contractor will inspect and clean the haul route outside of the barricaded area, and ensure there is no FOD on the active airport areas.

11.3 Final Inspections

The Contractor will request a FOD inspection from the CM and JRF-MS when the FOD check and cleaning is completed. Once the FOD inspection has been completed and cleared for opening, JRF will contact the HCF and cancel the issued NOTAMs. The Contractor's request for inspection shall be at least 30 minutes prior to reopening the area to allow adequate time for inspection and final approval.

End of Section 11

SECTION 12 UNDERGROUND UTILITIES

12.1 Summary

The Contractor will tone for existing buried utilities prior to starting excavation operations, if necessary. JRF-MS and FAA-ATO will be notified to assist the Contractor and Subcontractors in locating the airport and FAA utilities that may be in the construction areas. If underground utilities are identified and located, the Contractor will protect and mark these utilities. Significant utilities of concern include the following, but are not limited to:

- Airfield lighting, signage, and associated cabling
- Stormwater drainage pipes and inlets

The Contractor shall provide utility locations on the as-built drawings that will be submitted at the end of the project.

12.2 Electrical Conduit

Active direct burial electrical lines have been discovered around the airport. The Contractor shall take proper precautions to protect these lines.

12.3 Procedures for Locating and Protecting Existing Underground Utilities/Facilities in Excavation Area

In accordance with State law, the Contractor shall contact the Hawaii One Call Center (866-423-7287) to locate any public utilities and the FAA HCF or FAA Technical Operations to locate any airport utilities prior to excavation. All existing utilities within the construction areas or the staging area that are designated to remain in place shall be maintained, accessible, and protected at all times (i.e., waterlines, fire hydrants, valves, drainage structures, electrical and FAA cables/equipment, etc.). Refer to the specifications, phasing plans, and demolition plans for additional requirements that are associated with this project.

The existence, location, and characteristics of underground utility information shown on these plans were obtained from available record data. No representation is made as to the accuracy or completeness of utility lines shown or any unknown utilities. Contractor shall make reasonable inferences as to existing underground utilities from observation of visible conditions and take appropriate measures to protect all utilities, including underground communication installation, which are owned and operated by JRF, FAA, HECO, AT&T, or other third parties.

Contractor shall perform site investigation to verify location and depth of all utilities. Investigate by means of vacuum or air pressure pot-holing or other means as approved by JRF and DOT. Contractor shall accurately record and stake the location of all utilities.

The Contractor shall be responsible for and repair, at Contractor's own expense, any damages resulting from his/her failure to locate utilities as specified.

Exercise extreme care when using any equipment to prevent contact with any nearby power lines and power sources. Safe working clearances shall conform to the national electrical code.

All structures shall be designed to support aircraft loads specified unless otherwise noted. The Contractor may make certain temporary connections to the existing airfield lighting system only if it is associated with keeping the required lighting systems operational and approved by the CM. The Contractor shall provide a separate power source for other construction related power needs.

When power and control cables for airfield lighting and navigational aids are located in the construction areas, the Contractor's personnel shall be familiar with these cable locations and keep vehicles and equipment clear of any cables at all times. Mark/delineate the surface for each

utility in a manner acceptable to the CM. As indicated on the plans and the specifications, the Contractor shall locate all utilities (operational and abandoned) prior to starting any excavation, demolition, or earthwork. The CM shall contact FAA technical support unit to facilitate locating FAA facilities and cables.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include: compressed air lines; conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six (6) inches in diameter, or pipelines operating at pressures greater than 60 psi (gauge); underground electric supply system conductors or cables, with the potential to ground more than 300 V, either directly buried or in duct or conduit that do not have concentric grounding; or other effectively grounded metal shields or sheaths.

All utilities encountered along the line of the work shall be maintained in service during all operations under the contract, unless other arrangements satisfactory to the utility owner, the affected agency, and the CM are made in advance. Utilities shall include, all above or below ground conduit, pipes, wet wells, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, TV, and lighting systems, whether or not owned by JRF. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Any utility that is damaged by the Contractor shall be immediately reported to the CM and JRF and immediately repaired to a condition equal to, or better than, the condition they were in prior to such damage. Repair work shall be continuous until the utility or improvement is placed back in service.

12.4 Underground Service Alert

The Contractor shall mark all FAA utility lines prior to any work in a given area. Marking shall consist of a 36-inch-high lathe, placed ten (10) feet on center. Lathe shall be marked with the words DANGER – FAA or equivalent, and shall be affixed with red or orange surveyor tape to enhance visibility. Additionally, the Contractor shall expose and verify (by field survey) the depth and alignment of all underground utilities in the construction site. The Contractor shall pot-hole and field survey all utilities within a five (5)-foot distance of any footing work, utilities, etc. prior to excavation.

End of Section 12

SECTION 13 PENALTIES

13.1 Summary

Safety and security precautions are necessary at the Airport. Failure of the contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the Airport. Security violations of HDOT, FAA or TSA rules or regulations; or safety violations of this CSPP or FAA requirements, may result in fines up to \$10,000 per occurrence or individual, revocation of the AOA badge, or loss of AOA driving privileges, depending on the severity of the offense.

The Airport employs a contractual law enforcement firm to support the overall Security Program:

- 1 **Contract Law Enforcement:** Security personnel under contract to the State Airports Division and who are deputized under State law to engage in law enforcement activities prescribed under Federal Regulations Part 107.17. The current contract is performed by **Allied Universal**, which provides personnel to man security screening station law enforcement positions, access gates, traffic control, perimeter and ramp patrols and the Pass and ID office.
- 2 **Transportation Security Administration (TSA):** Federal Security personnel who perform pre-departure passenger screening.

Misuse of Airport security access privileges by any badge holder or any violation of Airport, State and/or Federal rules and regulations will subject violators to arrest or fine as prescribed by law and revocation of all further clearance and access into security areas.

The Operations Division has the option to issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in noncompliance violations may be required to surrender their Airport ID badges pending investigation of the matter.

Penalties for violations related to (HDOT, FAA, & TSA) procedures include the following:

- 1 Warning citation, Airport ID badge confiscation, retraining, and a letter from the employer stating what action if any has been taken to prevent this from happening again.
- 2 Project shutdown and/or removal of personnel involved from the AOA.
- 3 Class B Misdemeanor citation - (Kalaeloa Airport Rules & Regulations.) Ordinance Title 19 Administrative Rules.

Project shutdown or misdemeanor citation may be issued on a first offense.

End of Section 13

SECTION 14 SPECIAL CONDITIONS

14.1 Summary

It is possible that unexpected emergencies may arise during the progress of the construction work. Construction emergencies may be caused by equipment breakdowns, accidents, or even damages to nearby existing structures, property, or light fixtures. Airport emergencies may arise during the progress of the work, such as in-flight emergencies that may develop. In the event of a construction or airport emergency, JRF security will be notified immediately, informing them of the situation. JRF will decide on the appropriate remedial actions that are needed to stabilize the situation.

In the event of work cancellation, whether cancelled by the Contractor, CM, FAA, JRF, or DOT, the Contractor shall make all required notifications as detailed in the appropriate communication flow chart to inform all parties of the work cancellation, the reason for the cancellation, and anticipated duration of the work stoppage. In addition to the notifications identified in the communication flow chart, the Contractor shall contact JRF-MS to inform them of any NOTAM changes required due to the work cancellation. JRF-MS or Operations shall be responsible for cancelling or modifying any published NOTAMs and contacting FAA HCF Air Traffic to inform them of the NOTAM Changes.

Other special conditions that may affect the construction work are listed below:

Weather Conditions

In the event of adverse weather conditions, the Contractor may be required to reschedule the work and/or runway and taxiway closures and cancel active NOTAMs. Adverse weather conditions would include winds that dictate the use of certain runways or taxiways under construction. In the event of Kona Wind conditions, arrivals from the east, all work shall be canceled and rescheduled for the day.

Instrument Flight Rules (IFR) weather conditions when the ceiling is less than 2,500 feet and visibility is less than three (3) statute miles, and/or continuing heavy rain showers. The Contractor will obtain the current and forecasted weather conditions and confirm with JRF and FAA HCF Air Traffic (when ATCT is closed) whether to proceed with the scheduled work. Once the "Go" / "No Go" call is made, work will continue until the runway has been restored to the original conditions (i.e. all paving work has been completed). The "Go" / "No Go" call for work will be made two (2) hours prior to the scheduled closure time.

The Contractor shall assume that work will be canceled by JRF or FAA with 2-hour notice due to weather or other airport operational limitations, up to 5 full work shifts over the duration of the project, at no additional cost to the owner.

Aircraft Emergency:

During aircraft and life safety incidents, the Contractor may be required to temporarily stop and vacate the AOA to allow operations of aircraft and emergency personnel and vehicles. The Contractor will be notified of emergencies by either AOC, ATC, or FAA HCF. The Contractor and AOC will decide on the appropriate remedial actions that are needed to stabilize the situation. The Contractor will then notify the CM responsible for the project. In cases of all emergencies the Contractor shall clear the movement area immediately.

End of Section 14

SECTION 15 RUNWAY AND TAXIWAY VISUAL AIDS – MARKING, LIGHTING, AND SIGNS

15.1 Marking Removal

All existing pavement markings requiring removal shall be obliterated in a manner that will not leave marking shadows at the direction of the JRF and the CM. All permanent pavement markings shall be restored at project completion.

Proposed runway and taxiway closures necessary to complete the work will be short term closures occurring at night with the runway and taxiways re-opening the next day.

15.2 AOA Closures (Runways, Taxiways, Ramps)

All lights and equipment designated to remain within the work areas, safety areas, and on the AOA shall be protected at all times. The Contractor shall protect these lights and equipment from damage while working at the work site. When a runway, taxiway, or taxilane is closed, the lights shall be turned off or masked. The Contractor shall place barricades around any elevated lights and equipment that may be in the work area to delineate and protect them. Damage due to the Contractor's operations shall be repaired immediately at the Contractors' expense.

For temporary closures of taxiways or taxilanes, the Contractor shall turn off/mask centerline lights, edge lights, and signage around the work areas during the work shift. The Contractor shall protect these lights from damage at all times while working at the work sites. All centerline and edge lights designated to remain shall be operational at the end of the closure. Submit proposed method for CM's approval.

15.3 Lighting and Visual NAVAIDS

The Contractor shall coordinate with JRF and ATC to shut down the runway/taxiway edge lights and any other required NAVAIDS deemed necessary. Coordination between the Contractor, JRF, SSC, ATC, and HCF/TechOps shall occur a minimum of 30 days prior to the scheduled shut down.

Visual NAVAIDS shall be protected as stated in Section 5 of this CSPP.

15.4 Permanent Signs

The Contractor shall ensure that all signs are undamaged by construction operations. Signs shall not be obstructed in any way for pilots.

All permanent signs affected by construction shall be completely covered or replaced by temporary signs acceptable to JRF and the CM. The Contractor shall submit a sign relocation plan to JRF and the CM for approval prior to any relocation of any existing signs.

End of Section 15

SECTION 16 MARKING AND SIGNS FOR ACCESS ROUTES

16.1 Summary

All haul routes shall conform to marking and signage in the AC 5370-2G.

Marking and signs for access routes will not be used on this project. As construction vehicles and/or equipment arrive to the project site, they will enter the AOA through the designated AOA access gates. Construction vehicles and equipment will wait in an area not affecting Kalaeloa Airport Operations (or in the staging area) until all necessary notifications have been made and the lighted "X" and low-profile barricades have been placed. All construction vehicles and equipment necessary to complete the work will remain on the closed area for the duration of the work shift. At the end of the work shift, all construction vehicles and equipment shall be escorted back to the staging area or to the access gate if exiting the AOA. Please refer to Appendix 3 – Construction Phasing Plans regarding the proposed hauling routes.

End of Section 16

SECTION 17 HAZARD MARKING AND LIGHTING

17.1 Summary

When areas on the airport are closed or present hazards due to Contractor activities, they shall be marked and lighted according to AC 150/5340-1 (current edition) "Standards of Airport Markings" and AC 150/5370-2 (current edition) "Safety During Construction". Marking and lighting must be approved by the Airport Project Manager.

Every excavation or hazard on or adjacent to the airfield or other areas shall be marked. Please see Appendix 3 – Construction Phasing Plan, for location and type.

The Contractor shall barricade the work area as shown on Appendix 3. Low profile barricades with lights or other hazard lighting devices stipulated on the phasing plans shall be operative at all times while in place. It shall be the Contractor's responsibility to immediately repair or replace any light that is not operating.

Barricades shall be in place prior to commencing construction operations and shall be maintained for the life of the construction phase/contract.

Beacons and flags required on all contractor vehicles/equipment must be maintained in good working condition, and flags shall be replaced if they become faded, discolored, or ragged.

Limits of the various phases of work shall be clearly delineated with barricades, warning signs with attached steady or flashing red lights; "standing red" barricade lights and other markings as shown on the plans specified herein, in order to deter aircraft and vehicles from entering the construction areas.

The Contractor shall continually inspect and maintain all construction barriers, fencing, and gates in good condition.

Portable lighting provided for any night work shall not interfere with air navigation. Lights shall be transported to the work areas pointed down and turned off to avoid affecting FAA ATCT Operations.

17.2 Equipment

1. Runway Lighted "X":

Whenever work is required in the RSA, lighted "X"s shall be placed at each end of the runway directly on or as near as practicable to the runway designation numbers of the specific runway to be closed. Lighted "X"s shall face the approach surface for the respective runway end. The lighted "X"s shall be removed at the end of each work shift and/or work phase.

2. Low Profile Barricades:

Low profile barricades shall be used to identify the closed areas due to construction activities. These low-profile barricades shall be orange or white and shall have at least one (1) red 360-degree light mounted to each barricade. Low profile barricades shall be placed approximately 15'-0" O.C. (maximum 20'-0" O.C.) while construction is ongoing and during non-working hours. The orange and white barricades shall be placed in alternating colors (orange base and white base) and shall be located and secured to prevent displacement from jet blast or other surface wind conditions. Low profile barricades shall be either Neubert Aero Corporation Model NAC-PC 2410, Multi-Barrier Safety Barricade Model No. AR-10x96 or FAA approved equivalent. Please refer to Appendix 3 – Phasing and Barricade Boring Plan, regarding the proposed locations of the low-profile barricades. The barricades will be filled with water to weigh them down and prevent FOD or movement from jet blast and/or high wind conditions.

3. Reflective Cones and Type II Barricades:

If required, reflective cones and or Type II barricades shall be used to demarcate AOA travel route(s), and locations where vehicles shall yield to aircraft and shall be adequately anchored from jet blast.

End of Section 17

SECTION 18 PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS AND SURFACES

18.1 Summary

Runway Safety Area (RSA), Taxiway Safety Area (TSA), Object Free Zones (OFZ), and Object Free Areas (OFA) will be impacted by the work, including the closure of runways and taxiways adjacent to the work area.

The Contractor will be required to coordinate the construction work to accommodate clearance requirements for arrival and departure of scheduled aircraft, and maintain compliance with AC 150/5370-2, Operational Safety on Airports During Construction, (current edition). The AC sets forth guidelines for maintaining desired levels of operational safety during construction.

The Contractor will require that project staff attend mandatory training sessions to reinforce the importance of airport protocol. The intent of the presentations will be to highlight common threats such as safety area encroachments, improper ground vehicle operations, and unmarked or uncovered holes and trenches in the vicinity of aircraft operating surfaces. Airport staff will be invited to make presentations on topics of their choosing.

18.2 Runway Safety Area (RSA)

The RSA is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway. No construction may occur within the RSA while the runway is open for aircraft operations. All work within the RSA shall be coordinated with DOT, JRF, and ATC. The Runway 4R-22L and Runway 11-29 RSA widths are 500 feet.

Open trenches or excavations are not permitted within the RSA while the runway is open. All trenches and excavations shall be backfilled before a temporarily closed runway is opened to aircraft.

Soil erosion must be controlled to maintain RSA standards. The RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and must be capable, under dry conditions, of supporting aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft. The Contractor will be required to minimize dust by frequent watering/dampening of the work area.

18.3 Runway Object Free Area (ROFA)

Construction, including excavations, may be permitted in the ROFA. Equipment must be removed from the ROFA when not in use, and material shall not be stockpiled in the ROFA if not necessary. All work within the ROFA shall be coordinated with DOT, JRF, and ATC. The Runway 4R-22L and Runway 11-29 ROFA widths are 800 feet.

18.4 Taxiway Safety Area (TSA)

The TSA is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations. All work within the TSA shall be coordinated with DOT, JRF, and ATC.

18.5 Taxiway Object Free Area (TOFA)

The TOFA is regularly penetrated by aircraft wings during normal operations, thus the restrictions are more stringent. No construction may occur within the TOFA while the taxiway is open for aircraft operations. All work within the TOFA shall be coordinated with DOT, JRF, and ATC

18.6 Obstacle Free Zone (OFZ)

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If penetrations to the OFZ are necessary, it may be possible to continue aircraft operations through operational restrictions. All work within the OFZ shall be coordinate with DOT, FAA, and JRF.

18.7 Runway Approach/Departure Surfaces

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, FAR Part 77 Approach Surfaces, Terminal Instrument Procedures (TERPs) surfaces, or One Engine Inoperative (OEI) surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Should construction work occur within the runway approach and/or departure surfaces, a runway closure may be required. All work within or adjacent to the runway approach and/or departure surfaces shall be coordinated with DOT, FAA, and JRF.

18.8 Procedures and Equipment to Delineate Closed Construction Areas from Airport Operational Areas

No ramp, apron, taxiway, or runway area shall be closed to aircraft without approval of JRF and the CM.

The Contractor shall place solar powered standing red lights placed at all locations in which aircraft could inadvertently enter the construction area for limited duration closures as approved by JRF and the CM.

All pertinent airfield signage will be removed, covered, and de-energized where appropriate.

End of Section 18

SECTION 19 OTHER LIMITATIONS ON CONSTRUCTION

19.1 Additional Restrictions

1. Runway and Taxiway closure areas and working hours will be limited to the areas shown for each phase in Appendix 3 – Construction Phasing Plans. If necessary, the working hours may be adjusted by DOT, JRF, ATC, and/or the FAA:
2. Jet blast considerations – Jet blast considerations were included as part of the planning process. The review included aircraft distance from construction and aircraft movement around the construction area. Equipment, small tools, construction material, stockpile material, and excavation trenches shall be constrained in a manner to prevent movement resulting from aircraft jet blast or high wind conditions. Equipment and materials will not be stored near areas susceptible to jet blast.
3. Contractor shall maintain a safe operating area, free of FOD, at all times. Vacuum sweepers, as outlined in these specifications and on the plans, shall be continuously utilized to maintain the work site and haul routes. Non-badged vehicle operators shall be escorted at all times while within the AOA between access gate and work site. Access gate guards shall be provided to register all Contractor personnel accessing the AOA subject to the requirements of airport security, TSA and JRF Security Provider which may include vehicle searches for weapons, explosive devices or other prohibited items not allowed within the AOA. Only Contractor and DOT authorized personnel shall be allowed through contractor gates.
4. The existing condition of the project may be altered due to construction currently being performed at the Airport. It is the Contractor's responsibility to work with the ultimate existing condition of the project at the time of construction.
5. Other contracts adjacent to the project may be ongoing at the time of construction. The Contractor shall coordinate his/her efforts with adjacent contracts to the satisfaction of DOT and at no additional cost to the owner.
6. The Contractor shall be solely responsible for the safety and security of the site, including during nonworking hours.
7. All site preparation as indicated shall be made under the continuous inspection of the CM. Secure the required permit for the construction of trenches or excavations that are five (5) feet or deeper or work that may jeopardize the workers.
8. The Contractor shall at all times maintain positive drainage away from existing buildings. The Contractor shall be responsible for installation, maintenance, and removal of temporary haul routes to support his/her operations within the work area. The Contractor shall maintain work area free of FOD at all times and dust control measures shall be implemented to the satisfaction of the CM.
9. No lantern, flare pots, or open-flame welding or other devices shall be used. Blasting is not allowed.
10. Open flame welding or torch cutting operations are prohibited within the AOA unless adequate precautions have been taken and the written procedure approved by DOT, JRF, FAA, and/or ARFF. In addition, the Contractor will obtain an airport "Burn Permit" from ARFF.
11. No smoking by employees while within the AOA.

12. Use of tall equipment (cranes, concrete pumps, etc.) will not be allowed unless the FAA Form 7460-1 determination letter is issued and approved for such equipment.

19.2 Police Coordination

In case of an emergency caused by an accident, fire, personal injury, or illness, airport security are to be immediately notified. Police will coordinate with other emergency agencies as necessary. Contractor shall also notify the CM and JRF-MS so that any coordination or closures that may be required can be addressed immediately.

19.3 JRF Airport Operations

Construction may be stopped by JRF or the CM, any time he/she considers that the intent of the regulations regarding safety or security requirements is being violated or that a hazardous condition exists. This decision to suspend the operation will be final and will only be rescinded by JRF when satisfied that the Contractor has taken action to correct the condition and prevent recurrence.

Construction may also be stopped or suspended by JRF, in consultation with the CM during periods of inclement weather, such as low visibility, or when it is necessary to provide an extra margin of safety to aircraft operations or reduce other activities to keep the airport operational.

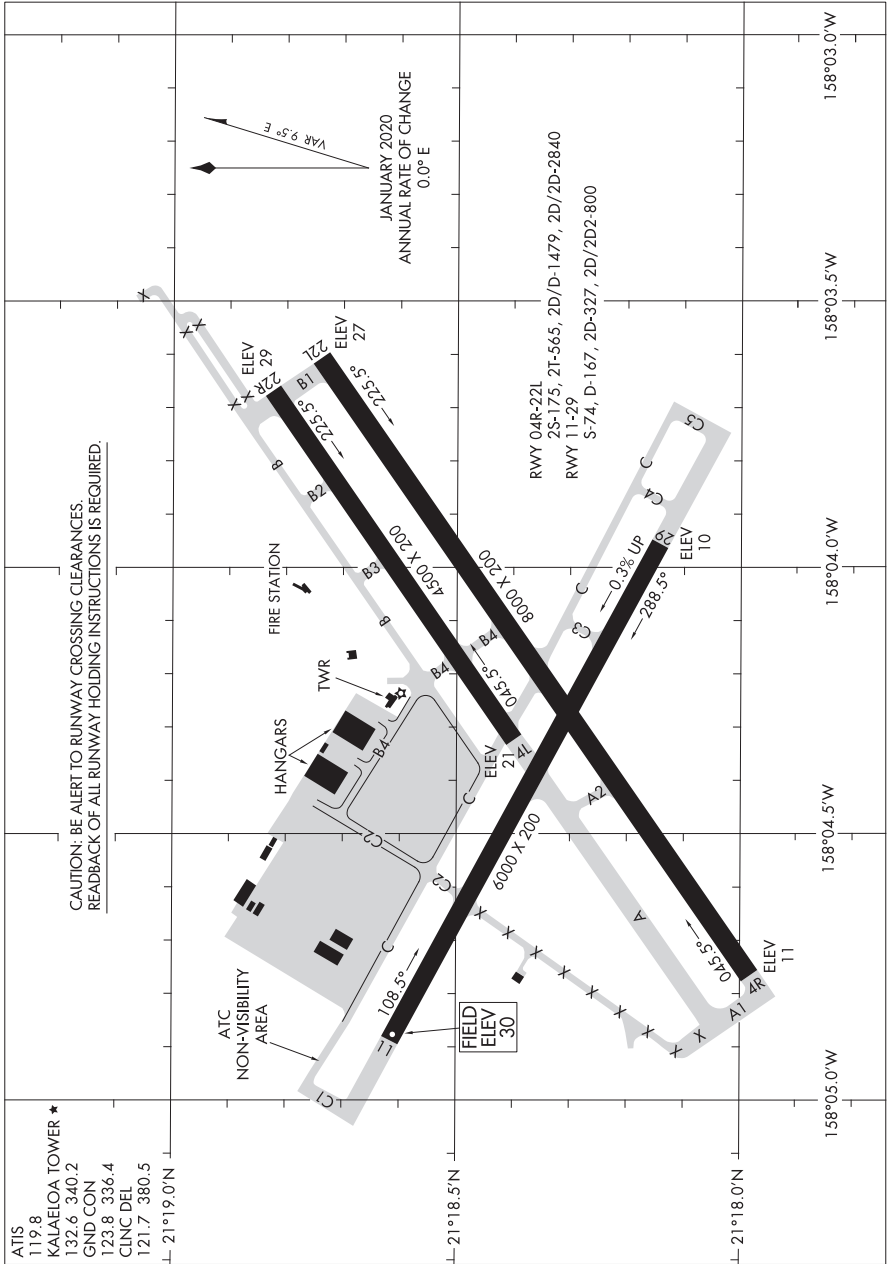
End of Section 19

APPENDIX A – FIGURES

Contractor to include the Construction Schedule

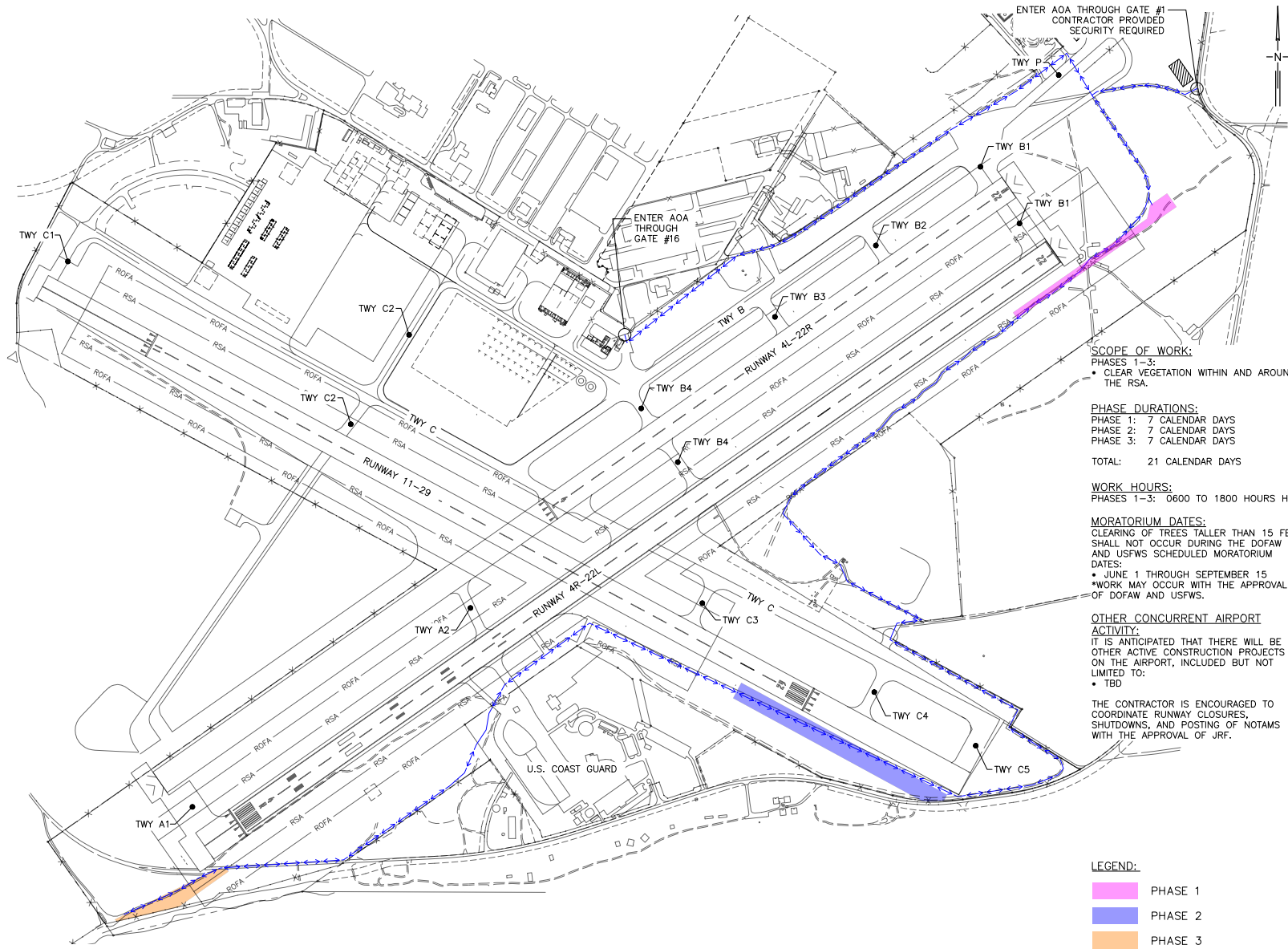
21112
AIRPORT DIAGRAM

KALAELOA (JOHN RODGERS FLD) (JRF)(PHJR)
AL-761 (FAA) KAPOLEI, HAWAII

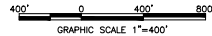


AIRPORT DIAGRAM
21112

KAPOLEI, HAWAII
KALAELOA (JOHN RODGERS FLD) (JRF)(PHJR)



KALAELOA AIRPORT SITE PLAN
SCALE: 1"=400'



ENTER AOA THROUGH GATE #1
CONTRACTOR PROVIDED SECURITY REQUIRED

ENTER AOA THROUGH GATE #16

U.S. COAST GUARD

SCOPE OF WORK:
PHASES 1-3:
• CLEAR VEGETATION WITHIN AND AROUND THE RSA.

PHASE DURATIONS:
PHASE 1: 7 CALENDAR DAYS
PHASE 2: 7 CALENDAR DAYS
PHASE 3: 7 CALENDAR DAYS
TOTAL: 21 CALENDAR DAYS

WORK HOURS:
PHASES 1-3: 0600 TO 1800 HOURS HST

MORATORIUM DATES:
CLEARING OF TREES TALLER THAN 15 FEET SHALL NOT OCCUR DURING THE DOFAW AND USFWS SCHEDULED MORATORIUM DATES:
• JUNE 1 THROUGH SEPTEMBER 15
*WORK MAY OCCUR WITH THE APPROVAL OF DOFAW AND USFWS.

OTHER CONCURRENT AIRPORT ACTIVITY:
IT IS ANTICIPATED THAT THERE WILL BE OTHER ACTIVE CONSTRUCTION PROJECTS ON THE AIRPORT, INCLUDED BUT NOT LIMITED TO:
• TBD

THE CONTRACTOR IS ENCOURAGED TO COORDINATE RUNWAY CLOSURES, SHUTDOWNS, AND POSTING OF NOTAMS WITH THE APPROVAL OF JRF.

LEGEND:
 PHASE 1
 PHASE 2
 PHASE 3
 STAGING AREA
 HAUL ROUTE

DSGN.	DRWN.	CHKD.	APPD.
RF	RF	CD	NF

KEY PLAN / NOTES:

NO.	DATE	REVISIONS

100% DESIGN SUBMITTAL
MAY 2023
DATE

PROJECT TITLE :

RSA CLEARING

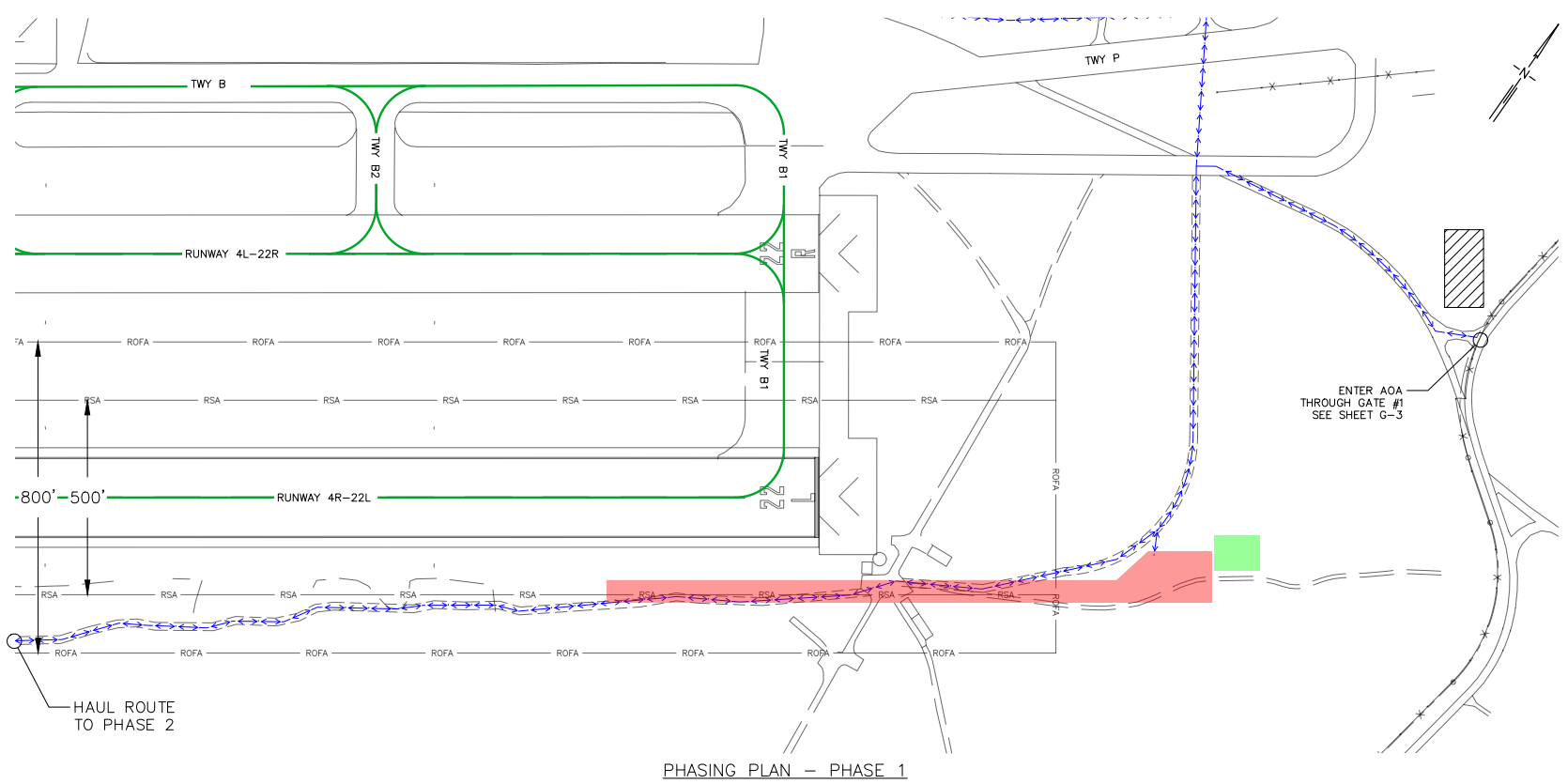
AT
KALAELOA AIRPORT
KAPOLEI, HAWAII

PROJECT NO.:
CO4422-33

SHEET TITLE:

CSPP OVERVIEW

DATE:	DWG. NO.
MAY 2023	G-3
SHEET:	
3 OF 14 SHEETS	

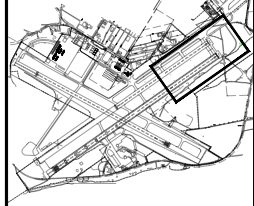


ENTER AOA THROUGH GATE #1 SEE SHEET G-3

PHASING PLAN - PHASE 1

DSGN.	DRWN.	CHKD.	APPD.
RF	RF	CD	NF

KEY PLAN / NOTES:



NO.	DATE	REVISIONS
-----	------	-----------

100% DESIGN SUBMITTAL
MAY 2023
DATE

PROJECT TITLE :

RSA CLEARING
AT
KALAELOA AIRPORT
KAPOLEI, HAWAII

PROJECT NO.:

CO4422-33

SHEET TITLE:

CSPP PHASE 1

DATE:	DWG. NO.
MAY 2023	G-4
SHEET:	
4 OF 14 SHEETS	

DESCRIPTION:
1. CLEAR VEGETATION WITHIN AND AROUND THE RSA.

TYPE:
WORK IN PROGRESS (WIP)

DURATION:
7 CALENDAR DAYS

WORK HOURS:
0600 TO 1800 HOURS HST

REQUIRED NOTAMS:
1. RUNWAY 4R-22L WORK IN PROGRESS (WIP)

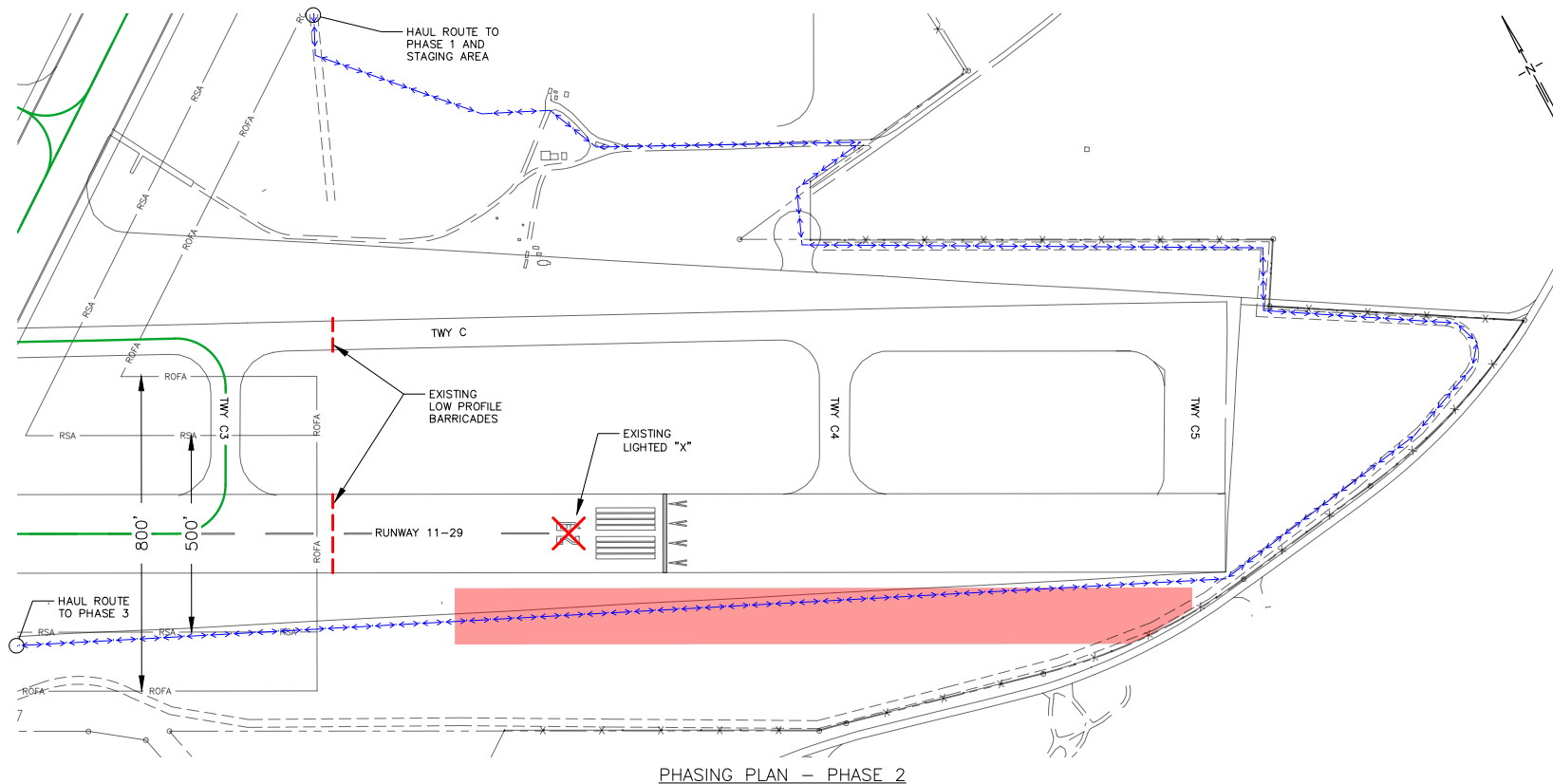
RUNWAY 4R-22L:
RUNWAY SAFETY AREA (RSA): 500 FT.
RUNWAY OBJECT FREE AREA (ROFA): 800 FT.

RUNWAY 11-29:
RUNWAY SAFETY AREA (RSA): 500 FT.
RUNWAY OBJECT FREE AREA (ROFA): 800 FT.

NOTES:
1. THE CONTRACTOR SHALL PULL BACK OUTSIDE OF THE RSA WHILE ANY AIRCRAFT IS IN THE PROCESS OF LANDING OR DEPARTING ON RUNWAY 4R-22L.
2. THE CONTRACTOR MAY ENTER THE AOA EITHER THROUGH GATE #16 OR GATE #1.
3. THE CONTRACTOR MAY USE GATE #1 TO ACCESS THE AOA ONLY IF CONTINUOUS SECURITY IS STATIONED AT THE GATE DURING WORK HOURS. JRF MANAGEMENT SHALL APPROVE THE CONTRACTOR'S SECURITY PLAN PRIOR TO THE CONTRACTOR USING GATE #1.

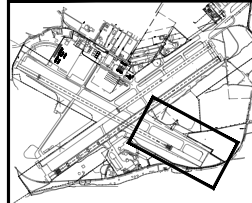
- LEGEND:**
- PROJECT WORK AREA
 - CONTRACTOR PULLBACK AREA
 - CONTRACTOR STAGING AREA
 - HAUL ROUTE
 - AIRCRAFT TRAVEL ROUTE





DSGN.	DRWN.	CHKD.	APPD.
RF	RF	CD	NF

KEY PLAN / NOTES:



NO.	DATE	REVISIONS

100% DESIGN SUBMITTAL
MAY 2023
DATE

PROJECT TITLE :

RSA CLEARING

AT
KALAELOA AIRPORT
KAPOLEI, HAWAII

PROJECT NO.:

CO4422-33

SHEET TITLE:

CSP PHASE 2

DATE:	DWG. NO.
MAY 2023	G-5
SHEET:	
5 OF 14 SHEETS	

DESCRIPTION:

1. CLEAR VEGETATION WITHIN AND AROUND THE RSA.

TYPE:

WORK IN PROGRESS (WIP)

DURATION:

7 CALENDAR DAYS

WORK HOURS:

0600 TO 1800 HOURS HST

REQUIRED NOTAMS:

1. RUNWAY 11-29 WORK IN PROGRESS (WIP)

RUNWAY 4R-22L:

RUNWAY SAFETY AREA (RSA): 500 FT.
RUNWAY OBJECT FREE AREA (ROFA): 800 FT.

RUNWAY 11-29:

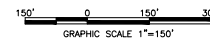
RUNWAY SAFETY AREA (RSA): 500 FT.
RUNWAY OBJECT FREE AREA (ROFA): 800 FT.

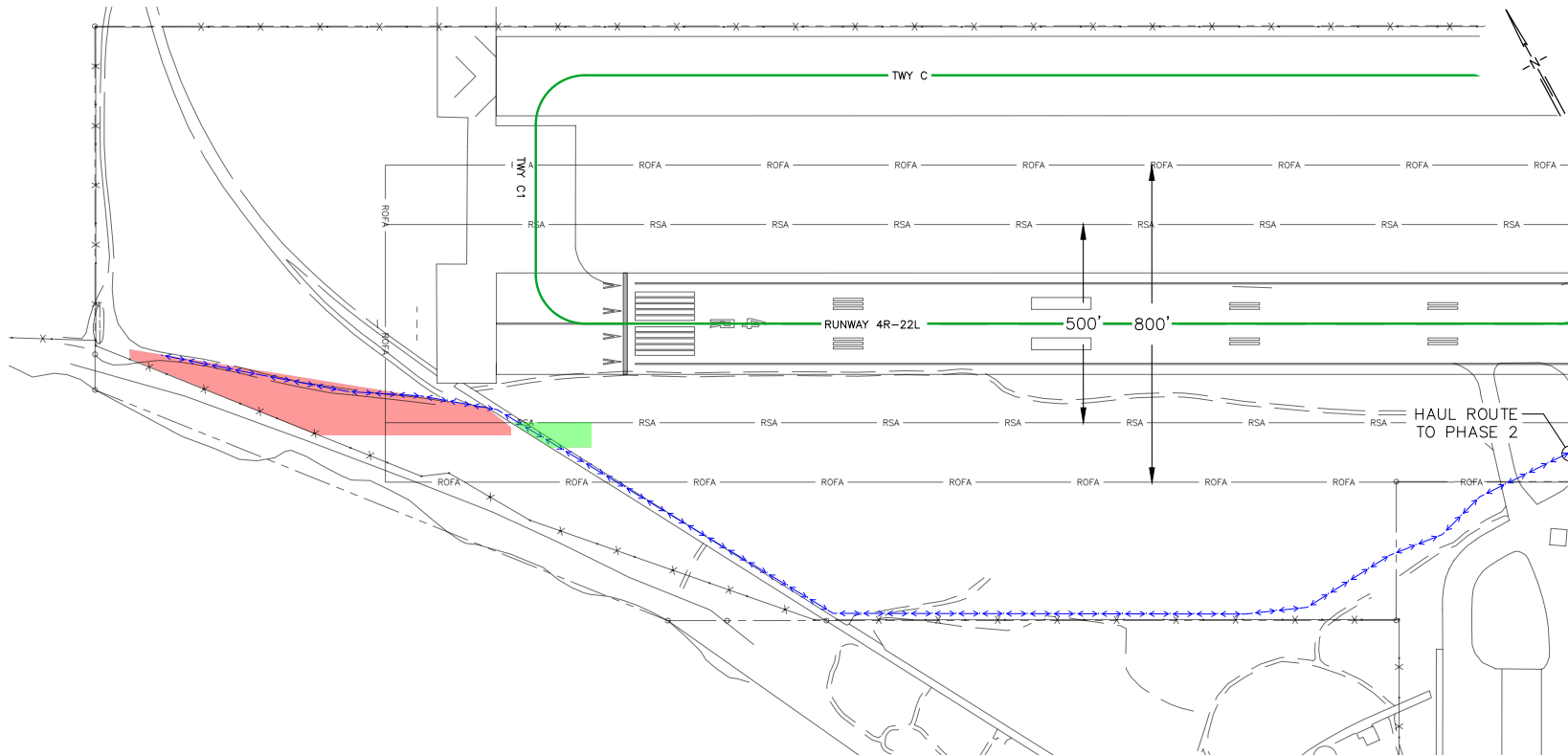
NOTES:

1. AT THE TIME THIS PHASING PLAN WAS WRITTEN RUNWAY 29 IS CLOSED TO LANDINGS AND RUNWAY 11 SHORTED FOR TAKEOFF AND LANDINGS UP TO TAXIWAY C3. THE CONTRACTOR SHALL CONFIRM RUNWAY OPERATING CONDITIONS WITH ATC PRIOR TO THE START OF WORK.
2. THE CONTRACTOR MAY ENTER THE AOA EITHER THROUGH GATE #16 OR GATE #1.
3. THE CONTRACTOR MAY USE GATE #1 TO ACCESS THE AOA ONLY IF CONTINUOUS SECURITY IS STATIONED AT THE GATE DURING WORK HOURS. JRF MANAGEMENT SHALL APPROVE THE CONTRACTOR'S SECURITY PLAN PRIOR TO THE CONTRACTOR USING GATE #1.

LEGEND:

- PROJECT WORK AREA
- CONTRACTOR PULLBACK AREA
- X LIGHTED "X"
- LOW PROFILE BARRICADES
- →
→
 HAUL ROUTE
- AIRCRAFT TRAVEL ROUTE





PHASING PLAN - PHASE 3

DESCRIPTION:

1. CLEAR VEGETATION WITHIN AND AROUND THE RSA.

TYPE:

WORK IN PROGRESS (WIP)

DURATION:

7 CALENDAR DAYS

WORK HOURS:

0600 TO 1800 HOURS HST

REQUIRED NOTAMS:

1. RUNWAY 11-29 WORK IN PROGRESS (WIP)

RUNWAY 4R-22L:

RUNWAY SAFETY AREA (RSA): 500 FT.
RUNWAY OBJECT FREE AREA (ROFA): 800 FT.

RUNWAY 11-29:

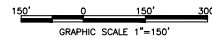
RUNWAY SAFETY AREA (RSA): 500 FT.
RUNWAY OBJECT FREE AREA (ROFA): 800 FT.

NOTES:

1. THE CONTRACTOR SHALL PULL BACK OUTSIDE OF THE RSA WHILE ANY AIRCRAFT IS IN THE PROCESS OF LANDING OR DEPARTING ON RUNWAY 4R-22L.
2. THE CONTRACTOR MAY ENTER THE AOA EITHER THROUGH GATE #13 OR GATE #1.
3. THE CONTRACTOR MAY USE GATE #1 TO ACCESS THE AOA ONLY IF CONTINUOUS SECURITY IS STATIONED AT THE GATE DURING WORK HOURS. JRF MANAGEMENT SHALL APPROVE THE CONTRACTOR'S SECURITY PLAN PRIOR TO THE CONTRACTOR USING GATE #1.

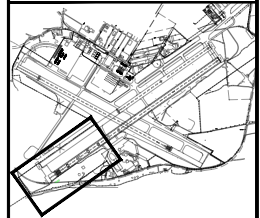
LEGEND:

- PROJECT WORK AREA
- CONTRACTOR PULLBACK AREA
- HAUL ROUTE
- AIRCRAFT TRAVEL ROUTE



DSGN.	DRWN.	CHKD.	APPD.
RF	RF	CD	NF

KEY PLAN / NOTES:



NO.	DATE	REVISIONS

100% DESIGN SUBMITTAL

MAY 2023
DATE

PROJECT TITLE :

RSA CLEARING

AT
KALAELOA AIRPORT
KAPOLEIA, HAWAII

PROJECT NO.:

CO4422-33

SHEET TITLE:

CSPP PHASE 3

DATE:	MAY 2023	DWG. NO.	G-6
SHEET:	6 OF 14 SHEETS		

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the contract, including the General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified in this section.

1.02 PROJECT DOCUMENTATION

- A. The contract will not be considered complete until required submittals have been received and accepted by the State.

1.03 DETAILED SCHEDULE

- A. The Contractor must submit an electronic copy of the schedule in its native format to the State Project Manager for review, no later than thirty (30) calendar days after award of the Contract. The schedule must be based on a detailed critical path analysis of construction activities and sequence of operations needed for the orderly performance and completion of any separable parts of any work and all work in accordance with the Contract. The schedule must be Critical Path Method (CPM) type in the form of an arrow diagram and activity listing or comprehensive bar graph. The network diagram must show in detail and in orderly sequence all activities on a time scale, their descriptions, durations, and dependencies, necessary and required to complete all work and any separable parts thereof. The schedule must show in detail the following information for each activity:

1. Identification by code numbers and description
2. Original and Remaining Duration
3. Resources (both Craft and Equipment)
4. Early start and finish dates
5. Late start and finish dates
6. Total float time
7. Highlighted critical path

- B. The schedule must be complete in all respects, covering activities at the site of work, off-site activities such as design, fabrication, and procurement of equipment; the scheduled delivery dates of such equipment; submittal and approval of shop drawings and samples; ordering and delivery of materials; inspections; and testing. The schedule must be cost-loaded with US dollars and resource-loaded per the Schedule of Values. The

Contractor must promptly inform the State Project Manager of any proposed change in the schedule and must furnish the State Project Manager with a revised schedule and cash flow diagram within fifteen (15) calendar days after approval of such change.

- C. The schedule must be kept up to date, taking into account the actual progress of work and must be updated every week. The updated schedule must, as determined by the State Project Manager, be sufficient to meet the requirements for the completion of the separable parts of work and the entire projects as set forth in the contract.
- D. Upon commencing work, at the start of each week, the Contractor must submit to the State Project Manager for review, a three (3) week lookahead, one week lookback schedule. This schedule may be maintained in a spreadsheet or other form at the Contractor's discretion but must originate from activities in the detailed schedule and must be used to update the detailed schedule.
- E. If at any time during the progress of the Work, the Contractor's actual progress appears to the State Project Manager to be inadequate to meet the requirements of the contract, the State Project Manager will notify the Contractor of such imminent or actual noncompliance with the contract. The Contractor must thereupon take such steps as may be necessary to improve his progress and the State Project Manager may require an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction plants all without additional cost to the State. Neither such notice by the State Project Manager nor the State Project Manager's failure to issue such notice must relieve the Contractor from his obligation to achieve the quality of work and rate of progress required by the contract. Failure of the Contractor to comply with instructions of the State Project Manager under these provisions may be grounds for determination by the State that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the State may employ labor and equipment and charge the Contractor for the cost thereof, including depreciation for plant and equipment or may terminate the Contractor's right to proceed with the performance of the contract, or any separable part thereof, in accordance with the applicable provisions of the contract.

1.04 SCHEDULE OF VALUES

- A. The Contractor must submit the Schedule of Values to the State Project Manager for review, no later than thirty (30) calendar days after award of the Contract.
- B. Format and Content: Use the Project Specifications table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of

Applications for Payment and progress reports. Break principal work or subcontract amounts down into several smaller, measurable items of work.

- C. Identification: Include the following Project identification on the schedule of values:
 - 1. Project name and location
 - 2. Project number
 - 3. Contractor's name and address
 - 4. Contract No.
 - 5. Date of submittal
- D. Arrange the Schedule of Values in tabular form with separate columns to indicate the following items listed:
 - 1. Specification Section and, if appropriate, Paragraph
 - 2. Description of work
 - 3. Dollar value and percent complete
- E. Correlate line items in the Schedule of Values with other required administrative schedules and forms including;
 - 1. Construction Schedule
 - 2. Application for Payment forms including continuation sheets
 - 3. List of Subcontractors
 - 4. List of principle suppliers and fabricators
 - 5. Schedule of submittals
- F. Round each line's amount to nearest whole dollar; the total must equal the contract sum.
- G. Provide a separate line item in the Schedule of Values for each part of the work where Applications for Payment may include materials or equipment, purchased, fabricated or stored, but not yet installed.
- H. Schedule Updating: Update and resubmit the Schedule of Values prior to the next applications for payment or when change orders or construction change directives result in a change in the contract sum.

1.05 OTHER SUBMITTALS REQUIRED BEFORE CONSTRUCTION

The Contractor must submit the following items prior to or at the pre-construction meeting or unless otherwise noted:

- A. Name, residence phone number, addresses and scope of authority for the following persons:
 - 1. Superintendent
 - 2. Contractor's authorized representative to sign documents
 - 3. Two (2) additional persons who can be contacted during non-working hours for emergencies.
 - 4. Field Office location and phone numbers (cellular, pager, fax, etc.)
- B. Name of Safety Officer.
- C. Notice of Materials to be furnished.
- D. Three (3) copies each of Certificates of Insurance. The State of Hawai'i, Department of Transportation, Airports Division must be named as additionally insured. If canceled, thirty (30) days written notice to the State of Hawai'i must be given. If certificates are not correct, work cannot proceed.
- E. Three (3) copies each Insurance and Tax Rates.
- F. List of apprentices who will be working on the project supported with the Statement of Apprenticeship or copy of the Apprenticeship Agreements registered with the State Board, for each apprentice.
- G. List of equipment to be used on the job. Designate maximum working height and capacity of equipment involved and their respective rental rates.
- H. Three (3) copies of an expenditure (cash flow) plan consisting of an anticipated work completion graph plotting contract time and gross payment anticipated.

1.06 SHOP DRAWINGS, SAMPLES, CATALOG CUTS, AND CERTIFICATES

- A. Submittal Schedule: Prior to the submission of any shop drawings or submittals, the Contractor must submit to the State Project Manager for review, a submittal schedule. The schedule must identify the subject matter of each submittal, the corresponding specification section number and paragraph and the proposed date of submission. For example, this deliverable should be listed on the schedule as follows:

<u>Subject</u>	<u>Specification</u>	<u>Paragraph</u>	<u>Date</u>
Submittal Schedule	01300	1.06	award + 30d

During the progress of work, the Contractor must revise and resubmit the submittal schedule as directed by the State Project Manager.

- B. The Contractor must submit for review to the State Project Manager six (6) copies of all shop drawings, samples, catalog cuts and certificates. Three (3) copies will be returned to the Contractor with information of review action. The Contractor must submit additional quantities for their subcontractor's or supplier's use. Each shop drawing, certificate of compliance, sample, and equipment list must be checked and certified correct by the Contractor, and must be identified with the applicable information specified hereinafter under "Submittal Identification."
- C. Revisions to the drawings may be made, and when deemed necessary by the State Project Manager during progress of the work, additional detailed drawings will be furnished to the Contractor. These additional drawings will be considered as forming part of the Contract.
- D. Items are to be reviewed prior to commencing fabrication or delivery of material to the job site.
- E. Each copy of the drawings, certificates, catalog cuts, and lists reviewed by the State Project Manager will be stamped "REVIEW ACTION" with the appropriate action noted therein. The review of the State Project Manager must not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory in accordance with the Invitation for Bids (IFB). Acceptance of such drawings, certificates, catalog cuts, and lists will not relieve the Contractor the responsibility of conforming to the contract drawings and specifications or for any error or omission which may exist as the Contractor must be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. Each shop drawing submitted for review must have, in the lower right-hand corner just above title, a white space 4" x 4" in which the State Project Manager can place the stamp and indicate action taken. The Contractor must also inform their subcontractors to provide this space in their preparation of shop drawings.
- F. The Contractor must furnish working drawings for structures which must consist of the detailed plans required to control the work. The working drawings to be furnished by the Contractor must include, but not be limited to, stress sheets, anchor bolt layouts, shop details, erection plans, cribs, cofferdams, falsework, centering, form work, and other temporary work and methods of construction.
- G. The Contractor must be responsible for the accuracy of dimensions and details, and for agreement of dimensions and details. The Contractor must also be responsible for the agreement and conformity of the working drawings with the plans and specifications.
- H. All working drawings must be accepted by the State Project Manager prior to implementation on the project and such acceptance must not operate to

relieve the Contractor of responsibility under the Contract for the successful completion of the work.

1.07 MAINTENANCE DATA AND OPERATING INSTRUCTIONS

- A. Six (6) copies of maintenance data and operating instructions must be submitted by the Contractor at the conclusion for all product and equipment installation based on reviewed shop drawings and submittals. The manuals must be assembled in one or more binders, each with a title page, typed table of contents, and heavy section dividers with numbered plastic index tabs. The binders must be a minimum of 2 inches thick, three ring, "D slant" with hard covers. All data must be punched for binding and composition and printing must be arranged so that punching does not obliterate any data. The project number, project title, and Airport must be inserted in the front and backbone binder cover.
- B. The Contractor must submit a draft to the State Project Manager for review prior to the submission of the final copies.
- C. The manual must include separate sections describing each equipment. Provide a general description of the equipment, instructions for operation, maintenance, recommended inspection points and periods for inspection, testing, adjustments, calibration procedures with illustrations, wiring diagrams, trouble shooting situations and solutions, and repair methods in a practical, complete, and comprehensive manner.
- D. For each equipment, include information on detailed parts listings (part numbers and costs) with the manufacturer's name, address, contact person, e-mail address and phone/fax numbers. Provide the contact name, address, e-mail address and phone/fax numbers of the distributor in the State of Hawai'i for each equipment.
- E. Include a separate section on warranty information on all products and equipment. Provide this information in a tabular format with a listing on all products and equipments with warranty start and completion dates for each item. Include separate sections on all approved submittals, test reports, certifications, etc.
- F. All information must be arranged in a logical, orderly sequence. Manuals submitted by the manufacturer will not be accepted.

1.08 TEST REPORTS

- A. Six (6) copies of test reports for any material used in this Contract must be submitted when specified or required by the State Project Manager.

1.09 SUBMITTAL IDENTIFICATION

- A. To avoid rejection and to clarify each submittal, the General Contractor must have a rubber stamp made up in the following format:

General Contractor's Name

PROJECT TITLE: _____

AIRPORT: _____

STATE PROJECT NO: _____

AIP PROJECT NO: _____

THIS SUBMITTAL HAS BEEN CHECKED BY THIS GENERAL CONTRACTOR
AND IS CERTIFIED CORRECT AND IN COMPLIANCE WITH THE CONTRACT
DRAWINGS AND SPECIFICATIONS.

ITEM NO. _____

SUBMITTAL NUMBER _____

DATE RECEIVED _____

SPECIFICATION SECTION # _____

SPECIFICATION PARAGRAPH # _____

DRAWING NUMBER _____

SUBCONTRACTOR NAME _____

SUPPLIER NAME _____

MANUFACTURER NAME _____

CERTIFIED BY _____
(Contractor's Signature, Date)

(Contractor's Name and Title)

- B. This stamp "filled in" should appear on each reproducible shop drawing, on the cover sheet of copies of test and mill reports, certificates of compliance, catalog cuts, brochures, etc. The stamp should be placed on a heavy stock paper merchandise (approximately 3" x 6") and one tag tied to each sample submitted for approval. The tag on the samples should state what the sample is, so that if the tag is accidentally separated from the sample they can be matched up again.
- C. Submission Number: Each submission is to be sequentially numbered in the space provided in the Contractor's stamp. Correspondence and transmittal will refer to this number.
- D. The Contractor must ensure that all submittals, including shop drawings, are complete and in conformance to the requirements of the Contract specifications prior to submission to the State Project Manager. Incomplete submittals will not be processed by the State Project Manager and returned to the Contractor for correction. Any cost impacts and delays in the Project schedule as a result of incomplete submittals must be the responsibility of the Contractor.

1.10 AS-BUILT DRAWINGS

As-built drawings must conform to the requirements of Section 5.8 - "Plans and Working Drawings" of the General Provisions, and the following requirements:

- A. The Contractor must maintain at the job site one (1) copy of the specifications, addenda, approved shop drawings, change orders and other modifications in good order and marked to record all changes made during construction.
- B. The Contractor must maintain on the job site two (2) sets of full-size contract drawings, marking them in red to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction.
- C. Actual location of work must be clearly recorded as the work progresses including all changes to the contract and equipment size and type. Drawings must be available at the site at all times for inspection.
- D. The Contractor at his own expense, must incorporate all field changes, Post Construction Document (PCD) changes, etc. in a clearly legible manner utilizing the symbols of the Contract drawings onto the red-line contract drawings. All underground stubouts must be dimensionally located from the building structure.
- E. The Contractor must be responsible for the accuracy of dimensions and details, and for agreement of dimensions and details. The Contractor must also be responsible for the agreement and conformity of the working drawings with the plans and specifications.
- F. Where a choice of material or method is permitted herein or where variations in scope of character of work from that of the original contract or authorized, the drawings must be marked to define the construction actually provided. Where equipment installation is involved, the size, manufacturer's name, model number, power input or output characteristics as applicable must be shown on the as-built drawings.
- G. The representation of such changes must conform to standard drafting practice and must include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction.
- H. The drawings must be maintained and updated on a daily basis. The Contractor must stamp, sign, and date each sheet with the following stamp:

AS-BUILT DRAWINGS/SPECIFICATIONS

This certifies that the dimensions and details shown on this sheet reflect the dimensions and details, and specifications as constructed in the field.

CONTRACTOR'S NAME

Signature Date

- I. Monthly and final payments to the Contractor must be subject to prior approval of the drawings. On completion of the work, both sets of marked-up drawings along with complete CAD electronic files incorporating the as-built condition must be delivered to the State Project Manager, and must be subject to approval before acceptance.

1.11 GUARANTEES

- A. Guarantee periods must start at time of acceptance in writing by the State.
- B. All guarantees and warranties must be made out to the "State of Hawaii." Supplier and subcontractor guarantees must be co-signed by the Contractor.
- C. The Contractor is solely responsible for coincidence or non-coincidence of factory warranties or equipment guarantees, and the Contractor's own warranties and guarantees as required by the contract. The Contractor is solely responsible for scheduling and coordinating the installation of equipment and materials so as to take maximum advantage of factory warranties.
- D. Organize guarantees and warranties into an orderly sequence based on the Table of Contents of the Project Manual.
 1. Bind guarantees and warranties in heavy-duty, 3-ring, vinyl covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 - ½ x 11 inch paper (letter size).
 2. Provide heavy paper dividers with plastic-covered tabs for each separate guaranty/warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
 3. Identify each binder on the front and spine with the typed or printed title "GUARANTEE AND WARRANTIES", project name, and name of Contractor.

Additional Copies: Provide additional copies of each guarantee and warranty to include in each operation and maintenance manual.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION 01300

SECTION 01533 - BARRICADES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified in this Section.

1.02 BARRICADES

- A. The Contractor shall take precaution to protect people and property from injury and damage. Erect barricades to delineate work areas and provide the appropriate signing, hazard lights, and temporary paint striping per the safety plan as approved by the Engineer, to aid public and airport pedestrian and vehicular traffic around work areas. Barricades shall be traffic cones, delineators, blinker barricades, caution tape, sawhorses, plywood barricades or other barriers as approved by the Engineer to effectively provide proper protection.
- B. The Contractor shall be responsible for security and protection of Contractor's property, including mobilization yard barricades.
- C. Barricades, in general, shall be neat and in good condition, as required for protection. In areas frequented by the general public, the barricades shall be visually presentable and plywood partitions shall be painted. Where dust is a problem, the Contractor shall erect floor to ceiling dust proof partitions
- D. The Contractor shall coordinate and sequence this work with the Engineer to permit the continuing operation of the existing Airport facility. Barricades shall be removed upon the completion and acceptance of work and the premises left clean and operational.
- E. The Contractor shall be responsible for securing access into and out of the barricaded areas.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT & PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01560 - ENVIRONMENTAL CONTROLS

PART I – GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provisions, Special Provisions, and Technical Provisions, apply to the work specified in this section. Special attention is directed to the following Articles:
1. State of Hawaii, Air and Water Transportation Facilities Division, General Provisions for Construction Projects, Article VI, Control of Materials, Paragraph 6.8 Non-Conforming Materials.
 2. State of Hawaii, Air and Water Transportation Facilities Division, General Provisions for Construction Projects, Article VII, Legal Relations and Responsibility to Public, Paragraph 7.14 Pollution Control and Protection of Archeological Historical, and Burial Sites.
 3. State of Hawaii, Air and Water Transportation Facilities Division, General Provisions for Construction Projects, Article VII, Legal Relations and Responsibility to Public, Paragraph 7.17 Contaminated or Hazardous Items and Material; Regulated Items and Material; Waste.
 4. Section 01561 Construction Site Runoff Control Program.
 5. Section 01562 Management of Contaminated Media.
- B. The latest version of the State of Hawaii, Department of Transportation, Airports Division (DOTA) Construction Activities BMP Field Manual.

1.2 ENVIRONMENTAL PROTECTION

With the exception of those measures set forth elsewhere in these specifications, environmental protection shall consist of the prevention of environmental pollution as the result of construction operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utilization of the environment for aesthetic and recreational purposes.

1.3 APPLICABLE REGULATIONS

In order to provide abatement and control of environmental pollution arising from the construction activities of the Contractor and their Subcontractors in the performance of this contract, the work performed shall comply with the intent of all applicable Federal, State, and Local laws and regulations concerning environmental pollution control and abatement, including, but not limited to, the following regulations:

- A. State of Hawaii, Department of Health, Administrative Rules, Chapter 55, WATER POLLUTION CONTROL; Chapter 54, WATER QUALITY STANDARDS.
- B. United States, Environmental Protection Agency, CLEAN WATER ACT; 33 United States Code §1251 et seq.
- C. State of Hawaii, Department of Health, Administrative Rules, Chapter 59, AMBIENT AIR QUALITY, Chapter 60.1, AIR POLLUTION CONTROL.
- D. United States, Environmental Protection Agency, CLEAN AIR ACT; 42 United States Code §7401 et seq.
- E. State of Hawaii, Department of Health, Administrative Rules, Chapter 42, VEHICULAR NOISE CONTROL.
- F. State of Hawaii, Department of Health, Administrative Rules, Chapter 46, COMMUNITY NOISE CONTROL.
- G. State of Hawaii, Occupational Safety and Health Standards, Title 12, Department of Labor and Industrial Relations, Subtitle 8, Division of Occupational Safety and Health, Part 3 Construction Standards, Chapter 145 Asbestos.
- H. Environmental Protection Agency, Code of Federal Regulations Title 40, Part 61, Subpart M (Revised Subpart B), NATIONAL EMISSION STANDARDS FOR AIR POLLUTANTS and Subpart B, NATIONAL EMISSION STANDARDS FOR ASBESTOS; Final Rule dated November 20, 1990.
- I. State of Hawaii, Department of Health, Title 11, Chapter 501, Asbestos Requirements.
- J. U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) Asbestos Regulations, Code of Federal Regulations Title 29, Parts 1910, 1915 and 1926, Occupational Exposure to Asbestos, Final Rule dated August 10, 1994.

1.4 SUBMITTALS

The Contractor shall submit the following items within 30 calendar days after the Notice to Proceed Date:

- A. Submit proposed means, methods, techniques and procedures to be used for environmental control.
- B. Submit a State of Hawaii Department of Health Asbestos Notification of Demolition and Renovation Form for all demolition projects (including facilities which no asbestos is present) and renovation projects per HAR 11-501.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 AIR POLLUTION CONTROL

- A. Emission: The Contractor shall not be allowed to operate equipment and vehicles that show excessive emissions of exhaust gases until corrective repairs or adjustments are made, as determined by the Engineer.
- B. Dust: The Contractor, for the duration of the contract, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas within or without the project limits free from dust which would cause a hazard to the work or operations of other Contractors, or to persons or property. Industry-accepted methods of stabilization suitable for the area involved, such as sprinkling or similar methods, will be permitted. Chemical or oil treating shall not be used.
- C. Burning on Airport property shall not be permitted.

3.2 WATER POLLUTION CONTROL

- A. Wastes: The Contractor shall not deposit, at the airport site or in its vicinity, solid waste or discharge liquid waste, such as fuels, lubricants, bituminous waste, untreated sewage, and other pollutants which may contaminate the body of ground water.
- B. Spillages: No petroleum products, bituminous materials, or other deleterious substances, including debris, are allowed to fall, flow, leach, or otherwise enter the sewage systems or storm drains. All spills shall be immediately reported by following the instructions found on the Spill Reporting Fact Sheet for the appropriate airport and completing the Spill Reporting Form. The Spill Reporting Fact Sheet and Form can be found at:

<http://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program>

Any fines assessed to DOTA, as a result of Contractor's spillages or the Contractor's failure to report spillages, shall be paid by the Contractor.

Reference Specification Section 01562, Paragraph 3.3(C) Release Reporting for additional information and requirements.

- C. Erosion: The Contractor shall provide any necessary temporary drainage, dikes, and similar facilities to prevent erosion damage to the site. Run-off shall be controlled to prevent damage to the surrounding area.

3.3 NOISE CONTROL

- A. At all times keep objectionable noise generation to a minimum by:
 - 1. Equipping air compressors with silencing packages.
 - 2. Equipping jackhammers with silencers on the air outlet.
 - 3. Equipment that can be electrically driven instead of gas or diesel is preferred. If noise levels on equipment cannot reasonably be brought down to criteria, listed as follows, either the equipment will not be allowed on the job or use time will have to be scheduled subject to approval of the Engineer.
 - 4. All construction vehicles and equipment on the project operating between 10:00 p.m. and 7:00 a.m. shall be equipped with an ambient noise sensing variable volume backup alarm system. The system shall be in compliance with Title 29 of the Code of Federal Regulations, Part 1926.601(b)(4)(i).
- B. Objectionable noise received on neighboring properties is defined as any noise exceeding the noise limits of State Regulations (Title 11, Hawaii Administrative Regulations, Department of Health, Chapter 46 – Community Noise Control) or City and County of Honolulu ordinance, as stated below, or as any noise causing a public nuisance in a residential area, as determined by the State and community representatives, or by the nuisance provisions of local ordinances.
 - 1. The noise limitations established are as set forth in the following table after any applicable adjustments provided for herein are applied:

RECEIVING PROPERTY

<u>Noise Source</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
Airport	50 dBA	65 dBA	70 dBA

- 2. Between the hours of 6:00 pm to 5:00 am on weekdays and weekends, the noise limitations above may be exceeded for any receiving property by no more than:
 - a. Five dBA for a total of 15 minutes in any one hour period; or
 - b. Ten dBA for a total of 5 minutes in any one hour period; or
 - c. 15 dBA for a total of 1.5 minutes in any one hour period.
- C. In addition to the noise controls specified, demolition and construction activities conducted within 1,000 feet of residential areas may have additional noise controls

required.

- D. The Contractor and its subcontractor operations shall, at all times, comply with all State of Hawaii and City and County of Honolulu requirements.
- E. For work conducted within Airport buildings, noise levels from work activities shall not exceed 85 dBA on the slow scale at the project boundary.

3.4 DISPOSAL

Construction waste, such as crates, boxes, building materials, pipes, and other rubbish shall be properly disposed of at a licensed landfill. Please consult with the local landfill to ensure that objects meet the specific landfill's requirements for size, type, etc. Other areas or methods proposed by the Contractor will be approved only if the Engineer determines that their effect on the environment is equal to or less than those described herein.

3.5 HAZARDOUS MATERIALS CONTROL

- A. The use of hazardous materials, i.e., asbestos and PCB, in the construction of this project shall be strictly prohibited. Any corrective action to remove and replace the hazardous material and contaminated work shall be at the sole expense of the Contractor.

B. DEFINITIONS

1. HAZARDOUS SUBSTANCE – Any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act; any element, compound, mixture, solution, or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act; any toxic pollutant listed under Section 307(a) of the Clean Water Act; any hazardous air pollutant listed under Section 112 of the Clean Air Act, as amended (42 U.S.C. §§7401-7626); any imminently hazardous chemical substance or mixture regulated under Section 7 of the Toxic Substances Control Act, as amended (15 U.S.C. §§2601-2671), oil, trichloro propane, and any other substance or pollutant or contaminant designated by rules adopted pursuant to this chapter (Chapter 128D, Hawaii Revised Statutes)
2. OIL – Oil Waste of any kind or in any form, including, but not limited to, petroleum, fuel oil, sludge, oil refuse, oil mixed with waste, crude oil or any fraction or residue.
3. POLLUTANT OR CONTAMINANT – Any element, substance, compound, or mixture, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism either directly from

the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformation, in such organism or their offspring.

PART 4 – MEASUREMENT AND PAYMENT

4.1 BASIS OF MEASUREMENT AND PAYMENT

All work specified in this Section shall not be measured nor paid for separately but shall be considered incidental to item 01561, Construction Site Runoff Control Program.

END OF SECTION

SECTION 01561 – CONSTRUCTION SITE RUNOFF CONTROL PROGRAM

PART 1 – GENERAL

1.1 DESCRIPTION

This Section describes the following:

- (A) The Contractor shall comply with the following referenced documents:
- State of Hawaii, Department of Transportation, Airports Division (DOTA) Construction Activities Best Management Practices (BMP) Field Manual, in developing, installing, and maintaining Site-Specific BMPs for all projects.
 - DOTA's Storm Water Programs (SWMPP) for the Daniel K. Inouye International Airport (HNL) and Kahului Airport (OGG), as applicable.
 - Hawaii Administrative Rules (HAR) Chapters 11-54, 11-55, and 11-60.
 - Honolulu's City and County "Rules Relating to Water Quality" for all projects on Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii projects.
 - Applicable Federal, State and Local Permit Conditions.
 - All other documents referenced in this Section.

For any conflicting requirements between the referenced documents and applicable bid documents, the stricter requirement will prevail and govern. Should a requirement not be clearly described within the applicable bid documents, notify the Engineer immediately for interpretation. For the purposes of clarification, "applicable bid documents" include the construction plans, specifications, and Permits.

- (B) Detailed plans, diagrams, and written Site-Specific Best Management Practices (BMPs); construction, maintenance, and repair of temporary water pollution, dust, and erosion control measures at the project site, including local material sources, work areas, and haul roads; removal and disposal of hazardous wastes; control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion).
- (C) Work associated with construction stormwater, dewatering, and hydrotesting activities and compliance with conditions of the Notice of General Permit Coverage (NGPC) or National Pollutant Discharge Elimination System (NPDES) permit(s) authorizing discharges associated with construction stormwater, dewatering, and hydrotesting activities.
- (D) Potential pollutant identification and mitigation measures, listed in Appendix A for use in the development of the Contractor's Site-Specific BMP.

Requirements of this Section also apply to construction support activities including: concrete or asphalt batch plants, rock crushing plants, equipment staging yards/areas, material storage areas, excavated material disposal areas, and borrow areas located both inside and outside of the Airport Property and State Right-of-Way. For areas serving multiple

construction projects or operating beyond the completion of the construction project in which it supports, the Contractor shall be responsible for securing the necessary permits, clearances, and documents, and following the conditions of the permits and clearances, at no cost to the State.

The Contractor shall be responsible for all applicable subcontractors, suppliers and vendors, and shall ensure that the means and methods of construction activities of applicable subcontractors, suppliers and vendors are in full compliance with this Section.

PART 2 – PRODUCTS

2.1 MATERIALS

Comply with applicable materials described in the current DOTA “Construction Activities BMP Field Manual” and Section 3 and 4 of the current City and County of Honolulu “Storm Water Best Management Practice Manual.” Refer to FAA Advisory Circulars and DOTA District, including Wildlife Hazard Management Plan, for additional guidance and conditions.

In addition, materials shall comply with the following:

- (A) Grass. The FAA and USDA recommend the following grass species when requiring grass: “No-Mow” bermudagrass (“Green Velvet”) (Cynodon dactylon) or Seashore paspalum (Paspalum vaginatum). These species both possess higher than average drought resistance, saline soil tolerances, and, most importantly, do not produce seed heads attractive to the majority of hazardous avian species. It is recommended that stolons, sprigs, or plugs be used to avoid providing hazardous species with a readily available food source. The use of seeds shall not be allowed.

Alternative grass species shall only be applied with the approval of the DOTA Environmental Section. This includes, but not limited to, sodding, cuttings, and planting. Grass shall be a quick-growing species. Grass shall be suitable to the area and provide a temporary cover that will not compete later with permanent cover. The grass label or tag shall be provided to the DOTA Environmental Section.

Irrigation of these grass shall be done during the hours of darkness to avoid providing another hazardous wildlife attractant.

- (B) Fertilizer and Soil Conditioners. Fertilizer and soil conditioners shall conform to Hawaii Standard Specifications for Road and Bridge Construction 2005 or latest edition, Subsection 619.02(H)(1) – Commercial Fertilizer. Fertilizers shall not be applied during inclement weather or rain events.

The use of alternative types of fertilizer and soil conditioners shall be subject to the approval of the DOTA Environmental Section.

- (C) Hydro-mulching. Hydro-mulching used as a temporary stabilization measure shall consist of specially processed fiber which shall form a homogeneous slurry after addition and agitation in hydro-mulch applicator equipment.

1. Mulches shall be recycled materials including bagasse, hay, straw, wood cellulose bark, wood chips, or other material acceptable to the DOTA Environmental Section. Mulches shall be clean and free of noxious weeds and deleterious materials.
2. Potable water shall meet the requirements of Hawaii Standard Specifications for Road and Bridge Construction 2005 or latest edition, Subsection 712.01 – Water. Submit alternate sources of irrigation water to the Engineer for acceptance by the DOTA Environmental Section if deviating from 712.01 – Water.
3. Soil and Mulch Tackifier shall meet the requirements and installation in accordance with portions of Hawaii Standard Specifications for Road and Bridge Construction 2005 or latest edition, Section 641 – Hydro-Mulch Seeding, including 641.02(D) – Soil and Mulch Tackifier. The use of seeds in the hydro-mulch mixtures shall not be allowed.

Alternative materials or methods to control, prevent, remove, and dispose pollution are allowable if acceptable to the DOTA Environmental Section.

PART 3 – EXECUTION

3.1 PRECONSTRUCTION REQUIREMENTS

- (A) Water Pollution, Dust, and Erosion Control Meeting.
Schedule a water pollution, dust, and erosion control meeting with the Engineer after the Site-Specific BMP Plan is submitted to the Engineer and accepted in writing by the DOTA Environmental Section. The meeting shall be scheduled a minimum of 14 calendar days prior to the Start Work Date. At a minimum, the meeting shall be attended by the Contractor, applicable subcontractors, Engineer, DOTA Environmental Section and/or any authorized representatives of the designated attendees. The meeting will discuss the sequence of work, and plans and proposals for water pollution, dust, and erosion controls.
- (B) Water Pollution, Dust, and Erosion Control Submittals.
Submit a Site-Specific BMP Plan within 30 calendar days of Contract Execution to the Engineer for acceptance by the DOTA Environmental Section. Submission of the complete and acceptable Site-Specific BMP Plan is the sole responsibility of the Contractor, and additional contract time will not be issued for delays due to incompleteness.

Include the following:

1. Written description of activities to minimize water pollution and soil erosion into drainage systems, sewer systems, and State waters. Include proposed means, methods, techniques, and procedures to be used for environmental control. BMP shall include, but not limited to, the following:
 - a. An identification of potential pollutants and their sources.

- b. A list of all materials and heavy equipment to be used during construction.
- c. Descriptions of the methods and devices used to minimize the discharge of pollutants into drainage systems, sewer system, and State waters.
- d. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.
- e. Methods of removing and disposing hazardous wastes encountered or generated during construction.
- f. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydro-demolition water.
- g. Spill Control and Prevention, and Emergency Spill Response Plan.
- h. Fugitive dust control, including dust from earth-disturbing, hauling, grinding, sweeping, or brooming off operations, or combination thereof.
- i. Methods of storing and handling of oils, paints, and other products used for the project.
- j. Material storage and handling areas, and other staging areas, including storage of reinforcing steel and building material.
- k. Concrete truck washouts.
- l. Concrete waste and asphalt concrete waste control.
- m. Fueling and maintenance of vehicles and other equipment.
- n. Tracking of sediment offsite from project entries and exits.
- o. Litter management. Prevention of Foreign Object Debris (FOD) is essential.
- p. Sanitary/Septic Waste Management and Facilities.
- q. Stockpile of Aggregates, Soils, Asphalt Concrete Material, Concrete Waste, and Asphalt Concrete Waste.
- r. Methods of Handling and Removal of Contaminated Soils and Groundwater encountered or generated during construction.

- s. Methods and Procedures for Dewatering.
 - t. Methods and Procedures for Hydro-Testing.
 - u. Methods and Practices for proper Housekeeping, including excessive sawdust; concrete spill prevention and removal; and collection and removal of building materials waste, such as tie wires, reinforcing steel, and lumber.
 - v. Other factors that may cause water pollution, dust, and erosion control.
2. Plans indicating location of water pollution, dust and erosion control devices; plans and details of BMP measures and devices to be installed or utilized; identify areas of soil disturbance in cut and fill; indicate areas used for construction staging and storage, including items (1) through (22) above, storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or solid waste, equipment and vehicle parking, and areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include flow arrows. Include separate drawing for each phase of construction that alters drainage patterns.
 3. Dates when BMP measures will be installed and removed.
 4. Name(s) of specific individual(s) designated responsible for the Contractor's Construction Site Runoff Control Program. Include cellular and business telephone numbers, fax numbers, and e-mail addresses. These individuals shall be available 24 hours a day, 7 days a week.
 5. Description of fill material to be used.
 6. For projects with an NGPC or NPDES Permit for Construction Activities, submit information to address all sections in the Storm Water Pollution Prevention Plan (SWPPP), as described in HAR Chapter 11-55, Appendix C, Section 7.
 7. For projects with an NGPC or NPDES Permit, submit information required for compliance with the conditions of the Notice of General Permit Coverage (NGPC)/NPDES Permit.
 8. Date and sign the Site-Specific BMP Plan.

Modify, as necessary, and resubmit amended Site-Specific BMP plans and construction schedules to the Engineer for acceptance by DOTA Environmental Section. Modify the Site-Specific BMP Plan to address, but not limited to, the following.

1. To correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.
2. Changes to the Contractor's Means and Method of Construction.
3. Omitted conditions that should have been allowed for in the accepted Site-Specific BMP Plan.
4. A Site-Specific BMP measure that replaces an accepted Site-Specific BMP measure that was not satisfactorily performing.
5. Revised dates of installation and/or removal of Site-Specific BMP measures.

The modifications shall be submitted to the Engineer and accepted in writing by DOTA Environmental Section before implementing the revised Site-Specific BMPs in the field. Amendments to the Site-Specific BMP Plan shall be included with the original Site-Specific BMP Plan.

A copy of the accepted original Site-Specific BMP Plan and all accepted amended Site-Specific BMP Plans, with the signed certification by the authorized representative listed in the NGPC or NPDES Permit, shall be kept on site or at an accessible location so that it can be made available at the time of an on-site inspection, or upon request by the Engineer, DOTA Environmental Section, DOTA's Third Party Inspector, and/or DOH/EPA Representative.

- (B) Discharges of Stormwater Associated with Construction Activities. If the project scope consists of ground disturbing activities and the total work area, including all construction support activity areas (i.e. storage and/or staging areas), is one acre or more, an NPDES Permit authorizing Discharges of Storm Water Associated with Construction Activity (CWB-NOI Form C) or Individual Permit authorizing stormwater discharges associated with construction activity is required from the Department of Health Clean Water Branch (DOH-CWB).

Do not begin construction activities until all required conditions of the permit are met and submittals detailed in Subsection 01561.3.1(B) – Water Pollution, Dust, and Erosion Control Submittals are completed, submitted to the Engineer and accepted in writing by the DOTA Environmental Section.

- (C) Discharges Associated with Hydrotesting Activities. If hydrotesting activities require effluent discharge into State waters or drainage systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or Individual Permit authorizing discharges associated with hydrotesting is required from the DOH-CWB.

Do not begin hydrotesting activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct Hydrotesting operations in accordance with the conditions of the permit or NGPC.

- (D) Discharges Associated with Dewatering Activities. If dewatering activities require effluent discharge into State waters or drainage systems, an NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit authorizing discharges associated with dewatering is required from the DOH-CWB.

Do not begin dewatering activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct dewatering operations in accordance with the conditions of the permit or NGPC.

- (E) Solid Waste Disclosure. Submit the Solid Waste Disclosure Form for Construction Sites, if applicable, to the Engineer within 30 calendar days of Contract Execution or upon the discovery of the solid waste. Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer. This should also include documentation from any intermediary facility where solid waste is handled or processed.

- (F) Construction BMP Training. The Contractor's representative(s), identified in Section 01561.3.1(B)(4), responsible for the Contractor's Construction Site Runoff Control Program, site managers, and appropriate subcontractors' personnel shall be properly trained on environmental compliance by attending a designated DOTA training seminar (e.g. HDOT's Protect Our Water Conference) or viewing the DOTA construction and post-construction training available at:

<http://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program>

Submit completed Training Roster and Construction Training Quizzes to the DOTA Environmental Section (fax: 808-838-8017 or email to dot.air.environmental@hawaii.gov) prior to the start of construction activities.

Individual workers must be trained on their site-specific BMPs by the Contractor's representative(s) and managers who are knowledgeable in the proper manufacturer's installation, maintenance, and repair of the BMP product, or the manufacturer's authorized instructor. The Contractor shall keep training logs updated and readily available.

- (G) Health and Safety Plan. A site-specific Health and Safety Plan for excavation work conducted in the known or suspected area of contamination shall be prepared and submitted at least 15 calendar days prior to initiating any excavation work. The Plan shall be applicable to Federal and State regulations.

The Contractor shall retain and pay for the services of a Certified Industrial Hygienist (CIH), certified by the American Board of Industrial Hygiene, to certify training, and review and approve the Health and Safety Plan, excavation procedures, including the determination of the need for personal protective equipment.

The Health and Safety Plan shall describe methods, techniques, and phases for handling the contaminated soil and groundwater, if present, including:

1. A sequence of operations.
2. Method of excavation, transporting, and disposal.
3. Soil Stockpiling and Groundwater Storage procedures.
4. Proposed equipment.
5. Provisions to ensure that chemical and petroleum constituent concentrations, both airborne and in the soil, are below the Department of Health Environmental Action Level (EAL), Permissible Exposure Limit (PEL) and below the Lower Explosive Limit (LEL). Provide soil testing, air monitoring, personnel monitoring, and air sampling to ensure worker safety as determined by CIH. If airborne concentrations exceed the PEL or the LEL at the control area boundary, then, work must stop immediately and the Engineer and DOTA Environmental Section notified.

3.2 CONSTRUCTION REQUIREMENTS

Do not begin work until submittals detailed in Subsection 01561.3.1(B) – Water Pollution, Dust, and Erosion Control Submittals are completed, submitted to the Engineer and accepted in writing by the DOTA Environmental Section, and required conditions of the NPDES Permit and other applicable permits are met.

Do not expose or disturb surface area of earth material, or initiate any ground-disturbing activities (including clearing and grubbing) until BMPs are installed, functional and accepted in writing by DOTA Environmental Section and/or their designated authorized representative. Only the soil, to the extent that is required to install the BMP measures and devices, shall be disturbed and minimized to the extent possible.

Install, maintain, monitor, repair and replace BMPs, such as for water pollution, dust, and erosion control; installation, monitoring, and operation of hydrotesting activities; removal and disposal of hazardous waste indicated on plans, concrete cutting slurry, concrete curing water; or hydro-demolition water. Address all comments received from the Engineer, DOTA Environmental Section and/or DOTA's Third-party inspector.

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

Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff, and wind before the end of each work day. Coordinate and schedule the work to the maximum extent possible to minimize the amount of exposed or disturbed surface area of earth material.

Immediately *initiate* stabilizing exposed soil areas upon completion of earth disturbing activities for areas permanently or temporarily ceased on any portion of the site. Earth-disturbing activities have permanently ceased when clearing and excavation within any area of the construction site that will not include permanent structures has been completed. Earth-disturbing activities have temporarily ceased when clearing, grading, or excavation

within any area of the site will not resume for a period of 14 or more calendar days, but such activities will resume in the future. The term “immediately” is used in this section to define the deadline for *initiating* stabilization measures. “Immediately” means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased.

Any of the following types of activities constitutes *initiation of stabilization*:

1. Prepping the soil for vegetative or non-vegetative stabilization;
2. Applying mulch or other non-vegetative product to the exposed area;
3. Planting the exposed area;
4. Starting any of the activities in items (1) – (3) above on a portion of the area to be stabilized, but not on the entire area; and
5. Finalizing arrangements to have stabilization product fully installed in compliance with the deadline for completing initial stabilization activities.

After the initiation of stabilization, *stabilization activities shall be completed by the following deadline*.

1. For projects with an NGPC or NPDES Permit for Construction activities:
 - (a) For construction areas discharging into waters not impaired for nutrients or sediments, complete stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.
 - (b) For construction areas discharging into nutrient or sediment impaired waters, complete stabilization within 7 calendar days after the temporary or permanent cessation of earth-disturbing activities.
2. For projects without an NGPC or NPDES Permit for Construction activities, complete stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

Any of the following types of activities constitutes *completion of stabilization activities*:

1. For vegetative stabilization, all activities necessary to initially plant the area to be stabilized; and/or
2. For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

If the Contractor is using vegetative cover for temporary or permanent stabilization and is unable to meet the deadlines above due to circumstances beyond the Contractor’s control, the Contractor shall notify and provide documentation of the circumstances to the Engineer for acceptance by DOTA Environmental Section. The Contractor shall include in their

documentation the schedule that the Contractor will follow for initiating and completing stabilization. If agreed to by DOTA Environmental Section, the Contractor may, instead, comply with the following stabilization deadlines:

1. Immediately initiate, and complete within the timeframe shown above, the installation of temporary non-vegetative stabilization measures to prevent erosion;
2. Complete all soil conditioning, planting, watering or irrigation installation, mulching, and other required activities related to the planting and initial establishment of vegetation as soon as conditions or circumstances allow it on the site.

Follow the applicable requirements of the contract documents including Hawaii Standard Specifications for Road and Bridge Construction 2005 or latest edition, Section 619 and Section 641, as amended.

Where necessary to prevent erosion on the planted area, immediately install non-vegetative erosion controls that provide cover (e.g., mulch, rolled erosion control products) to the area while vegetation is becoming established.

Protect exposed or disturbed surface area with mulches or hydro-mulch with no seeds. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier to mix at a rate of 85 pounds per acre. For hydro-mulch, use the ingredients and rates required for mulches. Apply fertilizer, if applicable, per the manufacturer's recommendations. Mulches, hydro mulch, and/or fertilizers shall not be applied during inclement weather or rain events. Submit recommendations from a licensed Landscape Architect when deviating from the application rates above or manufacturer's recommendations.

Install velocity dissipation measures when exposing erodible surfaces greater than 15 feet in height.

BMP measures shall be in place and operational at the end of each work day or as required by Section 01561.3.1(B).

Install and maintain stabilized construction entrances, including any wheel washes, to minimize tracking of dirt and mud onto roadways, sidewalks, and other paved areas. Restrict traffic to stabilized construction entrance areas only. Clean dirt, mud, or other material tracked onto the road, sidewalk, or other paved area by the end of the same day in which the track-out occurs. If tracking is excessive or sediment is being transported farther along the pavement or sidewalk by other vehicles traveling outside of the construction site, then, conduct cleaning and sweeping immediately. Modify stabilized construction entrances, as needed, to prevent mud from being tracked onto road. Stabilize entire access roads if necessary.

Maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas within the project limits free from dust which would cause a hazard to the work, airport operations, operations of other contractors, or to persons or property. Chemicals may be used as soil stabilizers for erosion and dust control. Submit the manufacturer's product data sheets of the chemicals to the Engineer for acceptance by the DOTA Environmental Section. Oil treating shall not be

used. When using water for dust control, only potable water, that conform to Hawaii Standard Specifications for Road and Bridge Construction 2005 or latest edition, Subsection 712.01 – Water, shall be used. Dust screens and fabrics are not allowed on, or inhibit the view of, the TSA and AOA Security Fences.

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

Provide temporary slope drains of rigid or flexible conduits to carry runoff from cuts and embankments. Provide portable flume at the entrance. Shorten or extend temporary slope drains to ensure proper function.

Protect ditches, channels, and other drainageways leading away from cuts and fills at all times by either:

1. Hydro-mulching the lower region of embankments in the immediate area.
2. Installing check dams and siltation control devices.
3. Other methods acceptable to the DOTA Environmental Section.

Provide for controlled discharge of waters impounded, directed, or controlled by project activities or erosion control measures.

Cleanup and remove any pollutant that is attributed to the Contractor. Deposit of solid waste or the discharge of liquid waste, such as fuels, lubricants, bituminous waste, untreated sewage and other pollutants which may contaminate the body of ground water shall not be permitted. Care shall be taken to ensure that no petroleum products, bituminous materials, or other deleterious substances, including debris, are allowed to fall, flow, leach, or otherwise enter the sewage systems or storm drains.

Burning of matter or waste material on Airport property shall not be permitted.

The use of hazardous materials is prohibited without the approval of the Engineer. Any corrective actions to remove and replace the hazardous material and contaminated work shall be at the sole expense of the Contractor. Hazardous materials shall be properly stored and handled.

3.3 INSPECTIONS

For all projects with earth-disturbing activities, including construction support activity areas, the following inspections shall be conducted:

- (A) Initial Inspection of BMPs. Prior to the start of construction activities, the DOTA Environmental Section, or their designated authorized representative, will conduct an initial site inspection of the BMPs.

The Contractor shall submit their request for this inspection in writing to the Engineer. The inspection is subject to the availability of the DOTA Environmental Section or their designated authorized representative.

Prior to this inspection, only the soil, to the extent that is required to install the BMP measures and devices, shall be disturbed. During the inspection, the inspector will note any deficiencies in the BMP measures and devices, including identifying any site conditions that have the potential to result in the discharge of pollutants. The Contractor is responsible for the correction of the deficiencies. Corrective Action shall be documented and submitted to the Engineer for acceptance by the DOTA Environmental Section and/or their designated authorized representative. The deficiencies must be corrected and accepted before construction activities are allowed to commence.

Initial Inspections shall be conducted separately for each new construction phase, new work areas, and additional construction support areas that occur during the construction period.

- (B) Contractor's Inspection of BMPs. Commencing immediately after the Initial BMP Inspection and until the acceptance of the Final BMP Inspection, the Contractor shall conduct inspections of the sites to ensure that BMPs are effective and activities do not have the potential of causing a polluted discharge.

The Contractor's Inspections shall be conducted at the following intervals:

1. Weekly.
2. Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.

The Contractor shall use on-line rainfall measurements data sources and providers. Rainfall measurements shall be taken from the same airport as the location of the project or within one (1) mile distance from the disturbed areas. Submit the identity of the provider, with the location of their measuring device, to the Engineer for approval by DOTA Environmental Section.

In lieu of using any on-line rainfall provider or if there are no measuring device of an on-line provider on the airport or within one (1) mile from the disturbed area, the Contractor shall furnish and install a rain gauge in a secure location prior to field work including installation of site-specific BMPs. Provide a rain gauge with a tolerance of at least 0.05 inches of rainfall. Install the rain gauge on the project site in an area that will not deter rainfall from entering the gauge opening. Do not install in a location where rain water may splash into the rain gauge. The rain gauge installation shall be stable and plumbed. Maintain rain gauge and replace any rain gauge that is stolen, does not function properly or accurately, is worn out, or needs to be relocated. Do not begin field work until the rain gauge is installed and Site-Specific BMPs are in place. Rain gauge data logs shall be readily available.

Submit rain gage data logs weekly with the Contractor's BMP Inspection Report to the Engineer for acceptance by the DOTA Environmental Section.

3. When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

Prepare a written report of the inspection and submit a copy of the report within 24-hours to the Engineer for acceptance by the DOTA Environmental Section. The report must include any deficiencies of the Site-Specific BMPs observed and the correction of these deficiencies. Corrective actions can be documented in a separate report and submitted upon completion of the corrective actions. Submit the report(s) to the Engineer for acceptance by DOTA Environmental Section.

The initiation of the work to repair or correct the deficiency shall begin immediately. However, except for those deficiencies that pose an immediate threat for the discharge of pollutants to the drainage system, surface waters, or receiving water, if the deficiency is identified at a time in the day in which it is too late to initiate the work, the initiation of the work shall begin on the following day.

After the initiation of the work to repair or correct the deficiency, the work shall be completed as follows:

1. If the deficiency poses an immediate threat for the discharge of pollutants to the drainage system, surface waters, or receiving waters, the work to fix the deficiency shall be completed by the close of the same day of discovery of the deficiency. Examples of these deficiencies included, but not limited to, illicit discharge, absence of perimeter controls in an area with evidence of sediment transporting off-site, and spills near a drain or waterway that have not been cleaned.
2. If the deficiency poses a significant threat for the discharge of pollutants to the drainage system, surface waters, or receiving waters, the work to fix the deficiency shall be completed by five (5) calendar days or before the next forecasted rain event, whichever is sooner. Examples of these deficiencies include, but not limited to, perimeter controls that are not functional or require maintenance, drain inlet protections that are not functional or require maintenance, installation of a new pollution prevention control, and deficiencies requiring significant repair for the correction of the deficiency.
3. If the deficiency does not pose a threat for the discharge of pollutants to the drainage system, surface waters, or receiving waters, but are not in strict conformance with the SWPPP, SSBMP Plan, or DOTA's Construction Activities BMP Field Manual, the work to correct the deficiency shall be completed by ten (10) calendar days or within the time specified by the Engineer, whichever is sooner. These deficiencies include all deficiencies except those deficiencies included in (1) and (2), above.
4. If it is infeasible to complete the correction of the deficiency or installation of

a new pollution prevention control within the respective timeframe above, notify the Engineer who will consult with DOTA Environmental Section. Document why it is infeasible to complete the work within the required timeframe. Complete the work as soon as practicable and as agreed to by both the Engineer and DOTA Environmental Section.

Retain copies of these inspection reports on-site or at an accessible location for the duration of the project so that they can be made available at the time of an on-site inspection, or upon request by the Engineer, DOTA Environmental Section, DOTA's Third Party Inspector, and/or DOH/EPA Representative. Present these inspection reports to the DOTA's Third-Party Inspectors at the time of their inspection for review.

- (C) Final Inspection / Post-construction BMP Initial Inspection. The DOTA Environmental Section, or their designated authorized representative, shall conduct a Final Inspection / Post-Construction BMP initial inspection when the Contractor has completed construction, including installing permanent BMPs and stabilizing exposed soil.

The Contractor shall submit the request for this inspection in writing to the Engineer. The inspection is subject to the availability of the DOTA Environmental Section or their designated authorized representative.

All deficiencies noted must be addressed before the Contractor can remove temporary BMPs and close the site. The Contractor is responsible for correction of the deficiencies. Corrective Action shall be documented and submitted to the Engineer for acceptance by the DOTA Environmental Section. Any deficiencies noted during the final inspection must be corrected before the State will issue the project final acceptance and make final payment.

Partial Final Inspection of construction phases or partial areas of the project shall be conducted during the construction of the project for areas that are to be transferred for DOTA's use.

- (D) Routine Inspections Conducted by DOTA. The Contractor's designated representative specified in Subsection 01561.3.1(B)(4) shall address any Site-Specific BMP deficiencies brought up by the Engineer or their authorized representative (i.e. Quality Control Engineer, Project Inspector, etc.) taking all reasonable measures to minimize or prevent discharge of pollutants until a permanent solution is installed and made operational.

The initiation of the work to repair and correction of the deficiency shall be completed within the same timelines as required in Subsection 01561.3.3(B).

- (E) DOTA's SWMPP Inspections. *For Projects located at the Daniel K. Inouye International Airport (HNL) or the Kahului Airport (OGG)* that have a NGPC or NPDES Permit, or disturb one acre or more, including the construction support activity areas, the following additional inspections shall be conducted:

1. Third-Party Inspections. The DOTA Environmental Section's Third-Party inspector will conduct routine inspections. Third-party inspections shall be conducted monthly. The frequency of the inspections may increase if deficiencies are identified as determined by the inspector. Deficiencies must be corrected within the timeline defined in DOTA's SWMPP, Section C, Construction Site Runoff Control Program, which can be downloaded from the website:

<http://hidot.hawaii.gov/airports/doingbusiness/engineering/environmental/construction-site-runoff-control-program/>

The Contractor shall be responsible for the correction of ALL deficiencies identified during any of the above inspections. Corrective Action shall be documented and submitted to the Engineer for acceptance by the DOTA Environmental Section or their designated authorized representative.

If the Contractor fails to satisfactorily address Site-Specific BMP deficiencies, the DOTA reserves the right to employ outside assistance or use the State's own labor forces to provide necessary corrective measures. The Contractor will be fully responsible for all cost and time. The State will charge the Contractor such incurred costs plus any associated project engineering costs and will make appropriate deductions from the Contractor's monthly progress payment.

Failure to apply or maintain Site-Specific BMP measures may result in the assessment of liquidated damages (Appendix B). Depending on the severity of the deficiencies, additional enforcement actions, such as, suspension of work and/or termination of the contract (with the Contractor's Surety being fully responsible for all additional costs incurred by the State) can be conducted and assessed against the Contractor.

For all citations or fines received by the DOTA for non-compliance, including non-compliance with NGPC/NPDES Permit conditions, the Contractor shall reimburse the State within 30 calendar days for the full amount of outstanding cost that the State has incurred, or the State shall deduct all incurred costs from the Contractor's monthly progress payments.

The Contractor shall be responsible for all citations, fines and penalties levied by DOH or EPA against the State due to the Contractor's failure to satisfactorily address Site-Specific BMP deficiencies and/or any Contractor's illicit discharges. The State will make the appropriate deductions from the Contractor's monthly progress payment.

PART 4 – MEASUREMENT & PAYMENT

4.1 BASIS OF MEASUREMENT AND PAYMENT

The work specified in this Section will be paid for at the contract lump sum price. Payment shall be full compensation for work prescribed in this Section and contract documents, including but not limited to, all labor, materials, tools, equipment, and all incidentals necessary to install, maintain, monitor, repair, replace, modify, and remove Site-Specific

BMP measures.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
01561.1	Construction Site Runoff Control Program	Lump Sum

Partial payments shall be paid in the Monthly Progress Payment as follows:

1. 20% of the line item price shall be paid upon DOTA Environmental Section's acceptance in writing of the Site-Specific BMP Plan and the satisfactory completion of the Initial Inspection of BMPs defined in Section 01561.3.3(A), above.
2. 60% of the line item price shall be paid in equal monthly payments over the duration of the contract. Failure to satisfactorily apply, maintain, or modify BMP measures and devices, and/or submittals shall result in the withholding of monthly progress payments for this line item.

For projects located at the Daniel K. Inouye International Airport (HNL) or the Kahului Airport (OGG) that have a NGPC or NPDES Permit, or disturb one (1) acre or more, including construction support activity areas, payments shall be made only after the DOTA's Third-Party Inspection defined in Section 01561.3.3(E), above, have been satisfactorily completed and accepted by the DOTA Environmental Section. Any deficiencies classified as Major or above will result in the withholding of monthly progress payments for this line item.

3. The remaining 20% of the line item price shall be paid after all BMP measures have been satisfactorily removed.

Payment will be made only after the satisfactory completion of the Final Inspection / Post-Construction BMP Initial Inspection defined in Section 01561.3.3(C), above, and acceptance of the Post-Construction BMPs by the DOTA Environmental Section.

Liquidated Damages, up to \$25,000 per day (Appendix B), shall be assessed for each non-compliance of the BMP requirements described in this Section. The Contractor shall not be entitled to recover any Liquidated Damages assessed, even after the deficiencies have been corrected.

Appendix A

The current DOTA's Construction Activities Best Management Practices (BMP) Field Manual can be found on DOTA's Environmental Website at

<https://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program/>

The manual is periodically updated and should be downloaded via the website to ensure that the latest version is applied. The manual identifies potential pollutant sources and BMPs that should be used to mitigate pollutants.

Additional information and requirements for stormwater programs at all airports can also be found at the above website, including additional requirements for Daniel K. Inouye International Airport (HNL) and Kahului Airport (OGG).

Appendix B Liquidated Damages Schedule for Non-Compliances.

Non-Compliance	Amount
Failure to submit a Notice of Intent or otherwise obtain a permit for Staging and/or Storage Area beyond the project limits.	\$1,000 per calendar day per violation.
Failure to comply with the conditions specified in the Notice of General Permit Coverage (NGPC) or Individual NPDES Permit, or any other applicable permit.	\$1,000 per calendar day per violation.
Failure to have the accepted SSBMP Plan and Amendments or the accepted SWPPP and Amendments available at a project construction site.	\$1,000 per calendar day per violation.
Failure to install a BMP specified by the SSBMP Plan or SWPPP, or permit.	\$2,000 per calendar day per violation.
Failure to properly install or maintain appropriate Site-Specific BMPs in accordance with applicable plans, permits, and guidance documents.	\$2,000 per calendar day per violation.
<p>Failure to have an accepted Amendment to the SSBMP Plan or an accepted Amendment to the SWPPP prior to implementation of the proposed BMPs.</p> <p>Note: Advance review and acceptance can be provided via email which will satisfy this non-compliance. However, the written Amendment must still be formally submitted for certification and signature by the authorized representative identified in the NGPC or NPDES Permit.</p>	\$2,000 per calendar day per violation.
Failure to conduct required inspections.	<p>\$1,000 for each of the first ten violations,</p> <p>\$2,500 for each of the next ten violations,</p> <p>\$5,000 for each subsequent violation.</p>
Failure to submit required reports such as BMP inspection reports, rain gauge data logs, etc.	<p>\$500 per calendar day for the first ten days of each violation,</p> <p>\$1,000 per calendar day for the next ten days of each violation,</p> <p>\$2,500 per calendar day for each subsequent day of violation.</p>

Non-Compliance	Amount
Any "major" or "critical" non-compliance violation with the applicable plans, permits, and guidance documents.	Up to \$25,000 per calendar day per violation.
Any violation resulting in a polluted discharge.	Up to \$25,000 per calendar day per violation.

Note: Liquidated Damages shown in the Table shall be assessed at the discretion of the DOTA.

Assessment of Liquidated Damages for Non-Compliance:

The Contractor may be assessed liquidated damages by issuance of an Enforcement Letter. The Enforcement Letter shall indicate the amount of liquidated damages that are assessed for the non-compliances which shall be deducted from the Contractor's next progress payment. The Enforcement Letter will be sent electronically via e-mail and a hard copy to the Contractor's designated representative(s), identified in Section 01561.3.01(2)(d), responsible for the Contractor's Construction Site Runoff Control Program. An Enforcement Letter may be issued with or without a previous Verbal Notification, Warning Letter, or Notice of Apparent Violation (NAV).

Liquidated Damages may be assessed for the following:

- Non-compliances listed in the Table, herein, included in Appendix B.
- Non-compliances have not been corrected in the timeframes noted.
- Corrective actions are not completed after a Verbal Notification, Warning Letter, or Notice of Apparent Violation is issued.
- Contractors are non-responsive to DOTA's directives.
- Repeated non-compliance.
- A polluted discharge has occurred.

The number of days used for the liquidated damages calculations shall start on the day that the non-compliance was required to be corrected and shall end on the day that the non-compliance is corrected and accepted. If DOTA's personnel are not able to go out in the field to verify that the BMP deficiencies are corrected in the timeframe specified, the Contractor can send photographs showing the corrected deficiency via e-mail to the Engineer and DOTA Environmental Section along with documentation on how the deficiency was corrected. The Engineer and DOTA Environmental Section may visit the site to verify the corrective actions are acceptable. If the corrective actions are acceptable, then the clock stops on the day that the documentation was received.

END OF SECTION

SECTION 01562 – MANAGEMENT OF CONTAMINATED MEDIAS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

The General Provisions and Special Provisions apply to the work specified in this section.

1.2 DESCRIPTION AND SCOPE OF WORK

- A. This Section describes procedures for the management of contaminated media (soil, groundwater, and soil vapor) that may be disturbed during excavation activities associated with this project.
- B. The Contractor shall supply all labor, materials, and equipment necessary for the removal, temporary storage, testing, handling, soil backfilling and management of contaminated media to carry out the work in accordance with these specifications, and all applicable Federal, State, and local regulations and latest amendments.
- C. The Contractor shall examine the State of Hawaii, Department of Transportation, Airports Division (DOTA) Programmatic Environmental Hazard Evaluation and Environmental Hazard Management Plan (DOTA EHE-EHMP) and, if included as part of these specifications, the Environmental Site Assessment (ESA) Phase II, to understand the conditions that may affect work and performance. Should the Contractor deviate from the DOTA EHE-EHMP or ESA, the Contractor shall be responsible to prepare a DOH required Construction EHMP (C-EHMP) utilizing the C-EHMP Addendum Template or most recent version provided by DOH, also known as a Site-Specific EHMP. Any deviation will require approval by the State of Hawaii, Department of Health (HDOH) and DOTA Environmental Section (DOTA AIR-EE) prior to implementation, using the forms provided in Appendix B of the DOTA EHE-EHMP. The forms should detail deviations from standard practices in the text and explain how those deviations will be protective of human health and the environment. The forms should be submitted to HDOH and DOTA AIR-EE for review and approval if deviations are requested or if notifying of a release.
- D. It should be noted that the DOTA EHE-EHMP is for Contaminants of Potential Concern (COPCs) which include, but not limited to, the following:
- Petroleum Substances, e.g., TPH, TPH-g, TPH-d, TPH-o, BTEX, and PAHs.
 - Chlorinated Solvents, e.g., VOCs
 - Polychlorinated Biphenyls (PCBs)
 - Pesticides, e.g., chlordane
 - Heavy Metals, e.g., Arsenic, Barium, Cadmium, Total Chromium, Lead, Mercury, Selenium, and Silver.

In addition, free product (e.g., gasoline, diesel fuel, fuel oils, lubricating oils, benzene, toluene, xylenes) may be encountered in areas of previous petroleum releases.

Should the ESA Phase II identify contaminants other than those listed above or there is a risk to human health and/or the environment (such as indoor air quality in an

occupied building), the Contractor shall be responsible to revise, update, and finalize the C-EHMP Addendum. The Contractor shall coordinate with, as well as have their C-EHMP approved by HDOH prior to the start of any ground disturbing activities.

1.3 REFERENCES

- A. Programmatic Environmental Hazard Evaluation and Environmental Hazard Management Plan dated July 2019, or its latest edition.
- B. DOTA's Storm Water Management Program Plan (SWMPP) for the Daniel K. Inouye International Airport (HNL) and Kahului Airport (OGG), including DOTA's Construction Activities BMP Field Manual dated August 2019, or its latest edition.
- C. All work under this contract shall be performed in strict accordance with all applicable Federal, State, and local regulations, standards, and codes governing contaminated media.
- D. The most recent editions of any relevant regulations, standards, documents, or codes shall be in effect, including, but not limited to, the following. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.
 - 1. 29 CFR 1910, "Occupational Safety and Health Standards".
 - 2. 29 CFR 1926, "Safety and Health Regulations for Construction".
 - 3. 40 CFR 50, "National Primary and Secondary Ambient Air Quality Standards A".
 - 4. 40 CFR 122, "EPA Administered Permit Program: The National Pollutant Discharge Elimination System".
 - 5. 40 CFR 261, "Identification and Listing of Hazardous Waste".
 - 6. 40 CFR 263, "Standards Applicable to Transporters of Hazardous Waste".
 - 7. 40 CFR 302, "Designation, Reportable Quantities, and Notification".
 - 8. 49 CFR 172, Subpart E, "Labeling".
 - 9. 49 CFR 172, Subpart F, "Placarding".
 - 10. The Hawaii Environmental Response Law (Hawaii Revised Statutes [HRS] Chapter 128D) and the State Contingency Plan (Hawaii Administrative Rules [HAR] Title 11, Chapters 451-1–451-24).
 - 11. The Hazard Evaluation and Emergency Response Office Technical Guidance Manual (TGM) for Implementation of the State Contingency Plan (Interim Final, June 21, 2009).
 - 12. Hawaii Hazardous Waste Laws and Regulations (HRS Chapter 342J, HAR Title 11, Chapters 260.1–279.1).
 - 13. Hawaii Solid Waste Laws and Regulations (HRS Chapters 342H and I, HAR Title

- 11, Chapter 58.1).
14. Hawaii Underground Storage Tank Laws and Regulations (HRS Chapter 342L; HAR Title 11, Chapter 280.1).
 15. Hawaii Water Quality Standards (HAR Title 11, Chapter 54).
 16. Hawaii Ambient Air Quality Standards (HAR Title 11, Chapter 59).
 17. Hawaii Occupational Safety and Health Standards (HAR Title 12, Subtitle 8).
 18. Hawaii Department of Health, Office of Hazard Evaluation and Emergency Response. Screening for Environmental Hazards at Sites with Contaminated Soil and Groundwater. Website URL: <http://eha-web.doh.hawaii.gov/eha-cma/Leaders/HEER/EALs>. Fall 2011 (and updates).
 19. Hawaii Department of Health, Office of Hazard Evaluation and Emergency Response. Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material. Website URL: <http://eha-web.doh.hawaii.gov/eha-cma/Leaders/HEER/technical-guidance-and-fact-sheets>. October 8, 2017 (and updates).
 20. Hawaii Department of Health, Office of Hazard Evaluation and Emergency Response. Construction EHMP Addendum Template, available from AIR-EE.
 21. U.S. Environmental Protection Agency (EPA): Comprehensive Environmental Restoration, Compensation, and Liability Act, Section 107(1), 1980, exemption for cleanup of legally applied pesticide products.

PART 2 – PRODUCTS

2.1 PERSONAL PROTECTIVE EQUIPMENT & SIGNAGE

- A. Provide workers with Personal Protective Equipment (PPE) according to the Contractor's PPE Assessment.
- B. Provide warning signs and labels to protect the workers and the public.

2.2 POLYETHYLENE SHEETING

Sheet plastic shall be new, and clear or black with at least 20-mil thickness. A 6-mil plastic sheet can be used to cover the stockpiles.

PART 3 – EXECUTION

3.1 GENERAL WORK PROCEDURES

- A. Prior to beginning work, the Contractor, the Contractor's Qualified Environmental Professional, and DOTA Engineer or its representative shall discuss the approved Work Plan, as described in Paragraph 3.2 below, including work procedures and

safety precautions.

- B. Communicate any existing, potential, or new hazards to workers before a job begins or as necessary. The workers shall be aware of the need for proper safety procedures and be familiar with the Contractor's Work Plan.
- C. Boundaries shall be established at each area where soil excavation is to be performed. The area shall be clearly identified to prevent unauthorized entry. Establish a control area by completely enclosing/roping-off the area where contaminated soil excavation, removal, stockpiling and disposal operations will be performed.
- D. Provide physical boundaries around the control area by roping-off the area to ensure that airborne concentrations of COPC will not exceed permissible exposure limits outside the control area.
- E. Where applicable, caution signs shall be placed at the entrances to each work area, located such that approaching personnel may read the signs and take necessary precautions before entering the work area. No one will be permitted in the work area unless the person is provided with appropriate training and protective equipment.
- F. It should be noted that, in some cases, the contamination may not be identifiable through visual and/or olfactory observation (e.g., soil contaminated with metals, PCBs, pesticides, etc.) and contaminant-specific field screening techniques may need to be implemented.
- G. Measure, monitor, and record worker exposure to toxic materials or harmful agents as necessary.
- H. Follow Decontamination regulations and procedures as necessary.
- I. Soil excavation activities, grading, and any disturbance of impacted soil may cause a potential exposure to Contractor's employees and the general public due to fugitive dust. The routes of exposure of dusts are by inhalation, ingestion, and dermal contact. The Contractor shall use engineering controls such as water spraying and wind barriers to control fugitive dust.
- J. The Contractor shall test residual soils not used as backfill for COPC. Soils with concentrations above regulatory and/or unrestricted use environmental action levels shall be disposed of in accordance with regulatory requirements.
- K. Report construction activities in areas with contaminated soil or groundwater by completing the appropriate forms in the DOTA EHE-EHMP, Appendix B.3 Construction Activities Release Response Plan. Submit the forms to the HDOH Office of Hazard Evaluation and Emergency Response (HEER Office) and provide a copy of the forms to the DOTA Engineer and DOTA AIR-EE.

3.2 PRECONSTRUCTION REQUIREMENTS

- A. Submit the following a minimum of 30 calendar days prior to beginning any ground disturbing activities, for approval by DOTA AIR-EE.

1. Contractor's Work Plan for Known or Suspected Areas of Contaminated Media:

- a. The Contractor shall submit their work plan which shall include, but not limited to, a Site-Specific Health and Safety Plan (HASP) or if needed, a C-EHMP. The work plan shall describe the procedures, engineering controls, and methods the Contractor will use during the excavation, temporary storage, handling, treatment, backfilling, and disposal of soil and/or water at the project site. The plan shall also include soil stockpiling and segregation, testing, contaminated soil and water quality testing, contaminated soil and water disposal procedures, backfilling procedures, personal protection requirements, work area isolation, construction barriers, wetting methods, decontamination procedures, and emergency procedures. The work plan shall be in accordance to all applicable Federal, State, and local regulations and latest amendments.

For locations within the airport which DOTA has already established a Site-Specific EHMP from previous projects, the DOTA's Site-Specific EHMP, shall govern, where applicable.

- b. The plan shall include the names of the Contractor's and their subcontractor's qualified personnel who will be supervising or managing the management of contaminated materials at the site. Include the personnel's phone number and qualifications.
- c. The plan shall include the name(s) of the Contractor's Qualified Environmental Professional, including their qualifications.
- d. Proposed schedule of work.
- e. A sketch identifying the location of temporary soil stockpiling and water storage devices, including pipes and appurtenances, if applicable.
- f. A map showing the location of the work and nearest medical facilities and hospitals.
- g. A copy of this Work Plan must be on the construction site and available at all times.
- h. The Work Plan shall be amended to reflect changes to the site or work conditions, as needed.

B. QUALIFIED ENVIRONMENTAL PROFESSIONAL

The Contractor shall employ a Qualified Environmental Professional who possesses five (5) years, minimum, experience providing environmental oversight for the management of contaminated media during construction activities. The Environmental Professional shall assist in the preparation of the Contractor's Work Plan by reviewing the work procedures, including the determination of the need for PPE, and to provide environmental oversight during construction. The Environmental

Professional shall be identified in the Work Plan, including a list of their environmental qualifications, for approval by DOTA AIR-EE.

C. CONTRACTOR TRAINING

The Contractor and its subcontractors shall implement safe work places and practices by eliminating, mitigating, or protecting against existing or potential hazards to the workers who may be exposed to harmful, hazardous, and toxic materials and substances, including contaminated water and soil.

3.3 CONSTRUCTION REQUIREMENTS

A. SOIL EXCAVATION AND STOCKPILING

1. Notify the HDOH Clean Water Branch (CWB) at least 90 calendar days prior to disturbing contaminated soil from known areas of contamination. Notify the HDOH HEER Office at least seven (7) calendar days prior to construction activities that could disturb known contaminated soil.
2. The HDOH HEER Office shall be immediately notified if contaminated soils are encountered. The disturbance of contaminated soil shall be performed in accordance with the Contractor's approved Work Plan, the DOTA EHE-EHMP, or a C- EHMP Addendum where applicable. HDOH HEER Office will determine whether additional sampling is required. Provide a location map with Global Positioning System (GPS) coordinates and approximate depth (bgs) at which the contaminated soils were encountered to the DOTA Engineer and DOTA AIR-EE.
3. During excavation and disturbance of impacted soil, all workers, supervisory personnel, subcontractors, and consultants must take precautionary measures as necessary to prevent exposure of the workers and the general public to chemicals of concern (COCs) by contaminated soil dust and inhalation of associated vapors.
4. The Contractor's Qualified Environmental Professional shall direct the segregation of the soil into three (3) separate soil piles: Pile No. 1 will consist of clean soil; Pile No. 2 will consist of soil excavated from areas found to be contaminated or suspected to be contaminated; and Pile No. 3 will consist of soil that is grossly contaminated. Contaminated soil stockpiles, suspected contaminated soil stockpiles, and grossly contaminated soil stockpiles shall be placed onto 20-mil plastic sheeting. Underlay edges of the plastic sheeting with bermed soil. Ensure that the height of the bermed soil will be sufficient to prevent stormwater runoff from breaching it. Place the excavated soil inside the bermed area on top of the plastic sheeting. Cover the stockpiles with 6-mil plastic sheeting in the bermed area to mitigate dust concerns caused by wind and prevent contact with rainwater and stormwater runoff. Secure the plastic cover with sufficient ballast and place sediment control devices along the entire toe of each stockpile.
5. Each stockpile shall not exceed 100 cubic yards and shall be located away from drainage features, surface waters, and stormwater drainage paths. Or, the soils can be placed in watertight containers, such as 20-yard steel roll-off bins, drums,

etc. These containers shall be covered.

6. The Contractor shall have representative soil samples taken from each stockpile (Pile No. 1, 2, and 3) and tested in accordance with HDOH guidelines, standards, and regulations, such that the soil sample report, prepared by the Contractor's Qualified Environmental Professional, can specifically state one of the following:
 - a. "The soil is not a regulated hazardous waste and is acceptable for disposal at a HDOH permitted facility."; or
 - b. "The soil is acceptable for unrestricted reuse."

Sampling and testing of the stockpiles shall be, at a minimum, in accordance to the latest edition of the HDOH's *Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material*. The Contractor's Qualified Environmental Professional shall direct the soil sampling collection and testing methods in accordance with the most current guidelines. Stockpiles shall be tested using multi-increment (MI) sampling approaches. Appropriate decision unit (DU) volumes for larger stockpiles of soil should be discussed with the HDOH HEER Office on a case-by-case basis.

The Contractor shall also confirm, with the HDOH permitted facility, the facility's sampling requirements, as well as their standards for disposal.

7. Any liquid-phase oil or free product associated with the contaminated soil shall be drained prior to stockpiling. If feasible, the free product should be separated from the soil, properly stored, profiled, and disposed of at an approved recycling/disposal facility.
8. For any soils hauled off Airport property, the Contractor shall be responsible for the legal disposal of any soil. The Contractor shall implement and maintain the following:
 - a. A form, signed by the Contractor and haul truck driver. The form shall contain the following information:
 - i. The date the material is being taken off Airport property.
 - ii. The name of the haul trucking company.
 - iii. The haul truck number and license plate number.
 - iv. The quantity of material being loaded into the haul truck.
 - v. The disposal facility or location of where the material is to be taken.
 - vi. The time the truck left the project site.
 - b. The form and waste manifest from the HDOH permitted facility shall be provided to the Engineer or its representative by the close of the next working day. The Contractor shall verify that the quantity of material loaded into the truck, as indicated on the form, exactly matches the quantity of material disposed at the HDOH permitted facility, as indicated on the waste manifest.
 - c. The Contractor shall maintain a log that summarizes each form and waste

manifest for ease of tracking and monitoring.

- d. **All forms, waste manifest, and summary log shall be a condition of payment being made to the Contractor and shall be submitted with each progress payment. Failure to submit the above and/or should any quantity of material loaded into the truck, as indicated on the form, not exactly match the quantity of material disposed at the HDOH permitted facility, as indicated on the waste manifest, shall be reason for the State to withhold payment to the Contractor.**
9. Excavated soils can be reused onsite (within the construction site boundaries) with the prior approval of the DOTA AIR-EE, HDOH HEER Office, and subject to the following conditions:
 - a. Representative soil samples have been taken and tested in accordance with HDOH standards and regulations.
 - b. The contaminated soil can only be reused within proximity of its original excavation.
 - c. The contaminated soil is placed within areas more than 150 meters from surface water and drainage features.
 - d. The contaminated soil cannot be placed beneath or within the footprint of a planned building structure.
 - e. The contaminated soil can only be placed at an elevation above the tidally influenced high water table and at least 1-foot below the finish surface grade. The more highly impacted soil should be placed at the bottom of the excavation and the cleanest soil at the top of the excavation. At least 1-foot of clean soil must be placed as the final backfill layer at the top. The excavation shall then be capped with an impervious layer, such as concrete and asphalt.
 - f. The contaminated soil cannot contain any free oil, oil sheens, oil stains, or total petroleum hydrocarbon (TPH) concentrations exceeding 5,000 parts per million (ppm).
 - g. The contaminated soil is not considered a hazardous waste pursuant to Federal and State laws.
 - h. Contaminated soil shall not be reused in areas that are uncontaminated.
 10. Excavated soils can be reused offsite (off Airports property) with the prior approval of the DOTA AIR-EE, HDOH HEER Office, and subject to the following conditions:
 - a. Representative soil samples have been taken and tested in accordance with HDOH standards and regulations.
 - b. The work shall be performed in accordance to the latest edition of the

HDOH's Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material.

- c. A signed agreement with the receiving facility acknowledging the test results of the soil samples and acceptance of the soil is required to be submitted to the DOTA Engineer and DOTA AIR-EE ten (10) calendar days prior to hauling of the soil to the receiving facility.
 - d. The contaminated soil shall not contain any free oil, oil sheens, oil stains, or total petroleum hydrocarbon (TPH) concentrations exceeding 5,000 parts per million (ppm).
 - e. The contaminated soil is not considered a hazardous waste pursuant to Federal and State laws.
11. All soil that is reused onsite or offsite shall be included in the Closeout Report. The report shall include, at a minimum, a copy of the signed agreement from the receiving facility accepting the soil, a copy of the soil test results, the quantity of soil received by the facility, a location map of the reused soil including GPS coordinates of its limits, the depth and thickness of the soil's placement, a brief description of the purpose of the soil's re-use, and photos of the site conditions after placement has been completed.

B. GROUNDWATER MANAGEMENT

Soil and groundwater may be impacted by petroleum hydrocarbons, dissolved metals, and/or pesticides, and may be encountered during soil excavation.

1. The disturbance of contaminated groundwater shall be performed in accordance with the approved Work Plan, DOTA EHE-EHMP, or Site-Specific EHMP, where applicable. HDOH HEER Office will determine whether additional sampling is required.
2. If contaminated groundwater is uncovered at a previously unknown source or site on the project, the Contractor shall immediately notify the DOTA Engineer, DOTA AIR-EE, and HDOH HEER Office of its discovery. Provide a location map with GPS coordinates and approximate depth of the groundwater (bgs) at which the discovery was encountered.
3. During excavation and disturbance of impacted groundwater, all workers, supervisory personnel, subcontractors and consultants must take precautionary measures as necessary to prevent exposure of the workers and the general public to COCs and inhalation of associated vapors. Free product, sheen, and impacted groundwater must be managed properly.
4. Groundwater that exhibits evidence of possible contamination, i.e., odor, visual sheen, free product, coloration, and PID measurement, shall be properly stored when removed from the ground. Storage devices shall be watertight and leak-free to prevent discharge of the water into the surrounding ground, drainage system, and surface waters.

When disconnecting pipes and hoses from storage devices and equipment, residual waters contained in the pipes and hoses shall also be prevented from discharging into the surrounding ground, drainage system, and surface waters.

5. Representative water samples shall be taken and tested in accordance with Federal and State guidelines, standards, and regulations.
6. If free product is present in the extracted groundwater, it must be separated from the groundwater, profiled, and disposed of at an HDOH approved recycling/disposal facility. Free product shall not be moved from one excavation to another. Engineering measures shall be taken to prevent the transfer of the free product during dewatering. Under no circumstances shall water contaminated with free product be discharged from a dewatering pit.
7. At least once daily, remove oil observed floating on the groundwater during excavation activities using a vacuum truck, absorbent pad, or other methods approved by HDOH HEER Office. Excavations shall not be backfilled until the floating oil is removed to the maximum extent practicable, which is when further use of vacuum trucks, absorbent pads, or other approved methods do not result in further floating oil removal. Backfilling of any excavation shall not occur without concurrence from DOTA AIR-EE and HDOH HEER Office.
8. Avoid any releases of contaminated groundwater to surface water bodies or areas beyond the work area.
9. Groundwater shall only be re-infiltrated in the ground with the prior approval of DOTA AIR-EE and HDOH HEER Office, and subject to the following conditions:
 - a. Within 200-feet of its original location or source and returned to the same aquifer which is not a current or potential drinking water source. Re-infiltration shall not contaminate uncontaminated areas.
 - b. More than 150 meters from surface waters, drainage features, and drainage structures.
 - c. Groundwater does not contain any gross contaminants.
 - d. If petroleum free product is present in the groundwater, the free product shall be removed prior to transfer of the groundwater to the re-infiltration site. Free product shall be removed at least once daily until no free product is observed after 24 hours. The free product shall be disposed at an HDOH-approved facility.
 - e. Groundwater is not considered a hazardous waste pursuant to Federal and State law.
 - f. Re-infiltration shall be conducted at a slow enough rate so that it does not flow past the designated infiltration area, enter storm drains, or impact surface water in the area.
 - g. If discharging to a re-infiltration trench, the trench must not be an

underground injection control (UIC) well by HDOH's Safe Drinking Water Branch (SDWB) definitions. If some part of the trench system is deemed to be a UIC well, then the whole system shall be considered an injection well.

- h. Advance clearance from HDOH SDWB is required if a re-infiltration trench is deeper than 10 feet.
 - i. If a UIC well is used for re-infiltration, the Contractor is responsible to obtain the necessary permits, including, but not limited to, HDOH's UIC Permit. The Contractor shall meet and comply with all permit requirements, including, but not limited to, well construction, placement, use, and closure.
10. Under circumstances where contaminated groundwater cannot be re-infiltrated, proper disposal must be conducted with the prior approval of the DOTA AIR-EE, HDOH SDWB, HDOH Solid and Hazardous Waste Branch (SHWB), and HDOH HEER Office. This is also subject to the following conditions:
- a. Discharge to the local or municipal sanitary sewer system after acquiring appropriate permit(s) from City and County (if applicable and if allowable by the receiving governmental agency) prior to discharge. If discharge water was generated within contaminated areas, additional coordination with HDOH HEER Office is required, and Aquatic Habitat Criteria (Chronic Toxicity) shall apply to discharge within these areas, in addition to any criteria applicable to the National Pollutant Discharge Elimination System (NPDES) permit or pretreatment facility. Water discharged to a sanitary sewer may be required to meet Water Quality Standards.
 - b. Notification to the appropriate agencies and other pertinent information related to the discharge must be provided upon request.
 - c. The Contractor is responsible for the legal disposal or discharge of any groundwater that is not re-infiltrated, and shall provide the DOTA AIR-EE with copies of waste manifests.
 - d. For any groundwater hauled off Airport property, the Contractor shall have representative samples taken and tested in accordance with HDOH guidelines, standards, and regulations. A copy of the groundwater test result shall be submitted to DOTA AIR-EE. The groundwater shall not be disposed offsite without the approval of DOTA AIR-EE and the HDOH permitted facility that is receiving the groundwater. Furnish documentation from the receiving facility indicating that they acknowledge the groundwater test results, including their approval to dispose the groundwater at their facility.

C. RELEASE REPORTING

Encountering previously unknown, suspected, or confirmed contaminated soil or groundwater during subsurface construction activities is considered a release and shall be reported to HDOH HEER Office (phone: 808-586-4249, or after hours at 808-236-8200). Copies of the HDOH Release Report, HDOH issued Release Number, and email correspondence (if applicable), shall be furnished to the DOTA Engineer

and DOTA AIR-EE.

1. Upon the discovery of contaminated soil and/or groundwater, the Contractor shall immediately notify the DOTA Engineer, DOTA AIR-EE, and HDOH HEER Office.
2. A reportable release of hazardous substances or contaminated soil or groundwater may be indicated by, but not limited to, any of the following:
 - A petroleum sheen on the groundwater in an excavation.
 - Any free product that appears on groundwater.
 - Visual or olfactory evidence of contamination (e.g., unusual discoloration, buried containers, fumes, unknown liquids).
3. Comply with DOTA and HDOH HEER Office requirements. A written report shall be provided to the HDOH HEER Office. The *Hawaii Hazardous Substance Written Follow-up Notification Form* is provided in the DOTA EHE-EHMP, Appendix B.1. Photos shall be included to document the incident. The Contractor shall keep a copy of the completed Form B.1 and provide copies of the written report to the DOTA Engineer and DOTA AIR-EE.
4. If free product is encountered, report the release in accordance with HAR § 11-451.

Releases that occur during construction activities or releases due to unforeseen events (spill) shall also be reported.

1. Report all spills to immediately to AIR-EE, State Engineer, and appropriate airport personnel and regulatory agencies (if applicable) following the DOTA Spill Reporting Fact Sheets for each airport. Spill Reporting Fact Sheets can be found on DOTA's Environmental Webpage for Construction site Runoff at <https://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program/>.
2. In the event of a release of a hazardous substance that causes an imminent threat to human health or the environment, the first call shall be to 911.
3. Small spills of petroleum or hazardous substances (less than 25 gallons) which are capable of being cleaned up within 72 hours and do not threaten ground or surface waters shall be cleaned up immediately.
4. Report spills of a certain size (e.g., volume of greater than 25 gallons or not contained within 72 hours), per HAR § 11-451, to HDOH HEER Office and the National Response Center immediately. Comply with the HDOH HEER Office requirements. A written report shall be provided to the HDOH HEER Office within 30 calendar days of a Reportable Quantity spill cleanup. The *Hawaii Hazardous Substance Written Follow-up Notification Form* is provided in the DOTA EHE-EHMP, Appendix B.1. Photos shall be included to document the incident. The Contractor shall keep a copy of the completed Form B.1, and provide copies of the written report, the HDOH issued Release Number, and email correspondence (if applicable) to the DOTA Engineer and DOTA AIR-EE.
5. Any spill that enters a body of water, onto an adjoining shoreline, or discharges

into the storm drain system, HDOH CWB must also be immediately notified and the National Response Center notified within 24 hours. Report significant spills to the U.S. Coast Guard.

D. FINAL CLEANUP

1. When work which disturbs contaminated soil has been completed, the State will visually inspect the work area for evidence of contaminated materials and direct the Contractor to clean and remove remaining contaminated materials. The Contractor shall not dismantle the work area boundaries prior to authorization by the State.
2. Any equipment which contacts contaminated materials shall be cleaned with a water spray immediately upon completion of work. The wash location shall be located immediately adjacent to the contaminated area. All wash water and solid waste shall be disposed of in accordance with the Work Plan. The wash water shall not be allowed to discharge into the drainage system and surface waters.

E. AIR MONITORING

1. Air monitoring shall be conducted when petroleum-contaminated soil (PCS), contaminated groundwater, free product, or chlorinated solvents (e.g., PCE, TCE, etc.) is present in an excavated area. The monitoring shall include both work area and perimeter measurements of volatile organic compound (VOC) vapors. Appropriate response actions shall be taken in conformance to Federal and State regulatory requirements and guidelines. The response actions shall include ensuring that on-site workers have the appropriate level of PPE and the general public is not affected adversely.
2. Air monitoring shall be conducted with a conventional photoionization detector (PID) to measure total VOC vapor concentrations. If high levels of benzene are anticipated, an Ultra-Rae PID, which is benzene-specific, shall also be used.
3. If toxic gases are a potential concern, air monitoring of the lower explosive limit (LEL) shall be conducted using a multi-gas meter to determine if a hazardous atmosphere exists.
4. Air monitoring shall be conducted for at least three (3) full 8-hour shifts to establish a negative exposure assessment for worker's exposure to airborne contaminants. After the establishment of the negative worker's exposure, periodic monitoring shall be conducted once every seven (7) calendar days to document worker exposure for the duration of the contaminated soil work.
5. Work area and perimeter air monitoring shall be conducted throughout the entire duration of the contaminated soil work to ensure unprotected personnel are not exposed above permissible exposure limits at all times. If the outside boundary levels are at or exceed permissible exposure limits, work shall be stopped, and the Contractor's Qualified Environmental Professional and DOTA Engineer shall be immediately contacted to address the situation causing the increased levels.
6. Submit air sampling results to the DOTA Engineer within five (5) calendar days after the samples are collected, signed by the testing laboratory employee

performing the air monitoring.

F. UNDERGROUND STORAGE TANKS (UST) AND UTILITY PIPES

1. For any UST or pipeline discovered or planned removal, the nature of the UST or pipeline, and whether they are inactive, shall be determined prior to removal. Immediately notify the DOTA Engineer and DOTA AIR-EE of the discovery.

If unanticipated petroleum pipelines are discovered, contact HDOH HEER Office within 24 hours after encountering them.

2. The Contractor shall record field observations of the UST and pipelines. These observations shall include, but are not limited to, the following:
 - a. Location relative to fixed landmarks, including GPS coordinates. Provide a location map that shows the UST and pipelines that were encountered. The map must include a North arrow and a scale.
 - b. Depth, diameter, length, and type of pipe, if applicable. Describe the condition of the pipe.
 - c. Type of fuel or product, including analytical laboratory reports for the product that is recovered.
 - d. Beginning and ending fluid levels, if applicable.
 - e. Volume of each type of product removed.
 - f. Flow rates, if applicable.
 - g. Direction of flow.
 - h. Detailed photographs.
 - i. Detailed description of actions taken following the discovery, such as, cutting, product removal, and disposal.

Provide records of the field observations to the DOTA Engineer, DOTA AIR-EE, and HDOH HEER Office.

3. Prior to removal of a UST, the Contractor shall prepare and submit to the DOTA Engineer, for review by DOTA AIR-EE, a Site-Specific plan. All work associated with USTs shall be in compliance with HAR § 11-280.1 requirements, and HDOH HEER Office and HDOH SHWB requirements.

The contractor shall also complete the HDOH *Notice of Intent to Close Underground Storage Tanks* form and submit it to the DOTA Engineer for submission to HDOH SHWB (UST Section) by DOTA AIR-EE.

Prior to the removal of the UST, the Contractor shall receive approval from DOTA AIR-EE and HDOH HEER Office.

4. The UST or pipeline segment must be drained of its content or determined that it is empty of liquids or flammable vapors prior to the removal. Any petroleum fluids recovered must be representatively sampled and tested to determine how they can be recycled or disposed in full accordance with HAR § 11-58.1 and § 11-260–279, and any other Federal and State regulations.
5. Only personnel knowledgeable and trained in pipeline and UST removal shall cut, drain, and remove USTs and pipelines. Prior to cutting, plastic sheeting and absorbent material shall be placed below and adjacent to the cutting location. Any residual fluid in the UST or pipeline must be properly contained on the sheeting and prevented from discharging into the surrounding soil or entering any drainage system and surface waters.
6. The cut-off ends of the pipeline segments, that remain in-place, must be filled with concrete and appropriately sealed to prevent any potential leakage and contact with groundwater.
7. If the waste pipe or UST are to be stored onsite prior to disposal, the area shall be lined with polyethylene plastic sheeting, 10 mil or thicker, and bermed to contain any free product. Some viscous products may appear to be immobile, however, after exposed to atmosphere heating, can liquefy. The waste pipe segment shall be stored on appropriate dunnage with the ends of the pipe sealed or covered to protect the interior of the pipe from contact with rainwater and wind.
8. All removed pipelines and USTs shall be properly disposed or recycled.
9. For USTs, a UST Removal Report including all sampling activities required under HAR § 11-280.1 shall be prepared and submitted to the DOTA Engineer, DOTA AIR-EE, and HDOH SHWB (UST Section).

3.4 POST-CONSTRUCTION REQUIREMENTS

- A. Submit the following within 30 calendar days after work is completed.
 1. Close-out Report
 - a. A signed certificate stating that the removal and disposal of all contaminated materials were completed in accordance with the Contractor's approved Work Plan or C-EHMP Addendum, and all applicable Federal, State, and local rules and regulations.
 - b. All approved DOTA EHE-EHMP deviation request forms. (Reference Appendix B of the DOTA EHE-EHMP.)
 - c. All Site-Specific EHMP, if applicable.
 - d. All testing, laboratory results, and reports for any soil, groundwater, soil vapor, UST, pipeline, and other samplings taken.
 - e. All disposal forms, waste manifests, and summary logs.

- f. Any results from project air monitoring.
- g. Record of Field Observations, including location map with GPS coordinates, limits, and depths of any contaminated media (soil, groundwater, etc.) that were encountered at previously unknown source or sites on the project. Include a copy of the completed *Hawaii Hazardous Substance Written Follow-up Notification* form that was submitted to HDOH and all other associated documents.
- h. If any contaminated soil was removed offsite (off of Airport Property), at a minimum, include the following:
 - A copy of the signed agreement from the receiving facility acknowledging the test result of the soil samples and indicating acceptance of the soil for reuse.
 - Copies of the test results of the soil sampling.
- i. If any contaminated soil was re-used onsite (within the construction site boundaries), at a minimum, include the following:
 - Copies of the test results of the soil sampling.
 - The quantity of soil that is re-used on-site.
 - Location map of the re-used soil. Include GPS coordinates of its limits, if the area is accessible.
 - A brief description of the purpose of the re-used soil (e.g., general fill, utility trench backfill material, etc.). Include the depth and thickness of its placement.
 - Photos of the site after placement of the re-use soil has been completed.
- j. Record of Field Observation of any unanticipated UST or pipeline discovered during construction activities, including a copy of the completed HDOH *Notice of Intent to Close Underground Storage Tanks* form and all other associated documents.

The Close-out Report shall be by each individual contaminated media and shall include all appropriate documentations. The Close-out Reports for each contaminated media can be submitted separately or combined in a 3-ring binder with divider tabs.

PART 4 – MEASUREMENT AND PAYMENT

4.1 BASIS OF MEASUREMENT AND PAYMENT

Work under this Section will be paid for under the various contract items as shown below.

For ALLOWANCE items in the Proposal Schedule, the allowance is an estimate and the amount shall not exceed the maximum amount shown in the Proposal Schedule. Payment shall be the actual cost as invoiced by the Contractor and approved by the DOTA Engineer. The Contractor shall be allowed to include overhead, profit, insurance and/or other mark-ups, as stipulated in Section 9.5 of the 2016 General Provisions for Construction Projects, Air and Water Transportation Facilities Divisions.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
01562.1	Management of Contaminated Medias	Allowance

Should the DOTA receive reports of any illegal dumping of material, and if illegal dumping is confirmed to have occurred, the DOTA will assess a Liquidated Damage amount of \$5,000 per truck per day, until the illegal dumped material has been cleaned up or the incident has been remedied to the HDOH’s concurrence. The Contractor shall not be entitled to recover any Liquidated Damages assessed, even after the non-compliance has been corrected.

The Contractor shall also be responsible for all citations, fines, and penalties levied by HDOH or EPA against the State due to the Contractor’s failure to properly manage contaminated medias, including non-compliance with the DOTA EHE-EHMP, DOTA Site-Specific EHMP, or C-EHMP Addendum. The Contractor shall reimburse the State within 30 calendar days for the full amount of outstanding cost that the State has incurred, or the State shall deduct all incurred costs from the Contractor’s monthly progress payments.

If the Contractor fails to satisfactorily address the non-compliance item, DOTA reserves the right to employ outside assistance or use the State’s own labor forces to provide necessary corrective measures. The Contractor shall be fully responsible for all cost and time. The State shall charge the Contractor such incurred costs plus any associated project engineering costs and shall make appropriate deductions from the Contractor’s monthly progress payment.

END OF SECTION

SECTION 01562 – APPENDIX A: HEALTH AND SAFETY PLAN

The following is the draft Health and Safety Plan associated with the project. Upon award of the contract the Contractor must complete the draft Health and Safety Plan prior to the start of construction activities. The Health and Safety Plan must be reviewed and approved by HDOTA before work can commence. Throughout the duration of the project the Contractor shall carry out the work in accordance with the Health and Safety Plan.

Site Safety and Health Plan

RSA Clearing at Kalaeloa Airport (CM4420-33)
Kapolei, Oahu, Hawaii



June 2, 2023

PREPARED FOR:
Wesley R. Segawa & Associates, Inc.
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Honolulu, Hawaii 96813

PREPARED BY:
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98-030 Hekaha Street, Unit 9
Aiea, Hawaii 96701

RSA CLEARING
KALAELOA AIRPORT
STATE PROJECT NO. CO4422-33



MANAGEMENT OF CONTAMINATED MEDIAS
01562-19
MAY 2023

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List of Acronyms and Abbreviations

AFFF	aqueous film forming foam
APFO	ammonium pentadecafluorooctanoate
APP	Accident Prevention Plan
BPNAS	Barbers Point Naval Air Station
CFR	Code of Federal Regulations
CPR	cardiopulmonary resuscitation
E2	Element Environmental, LLC
mg/m ³	milligrams per cubic meter by volume in air
OSHA	Occupation Safety and Health Administration
PEL	permissible exposure limit
PFAS	per- and polyfluorinated substances
PFIB	perfluoroisobutene
PFOA	perfluorinated alkylated substances
PFOS	perfluorooctane sulfonic acid
PM	Project Manager
PPE	personal protection equipment
ppm	parts per million
SSHO	Site Safety and Health Officer
SSHP	Site- Safety and Health Plan
TWA	time-weighted average

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Section 1 Signature Sheet

1.1 Project Identification and Approvals

Project Name: RSA Clearing at Kalaeloa Airport (CM4420-33)
Project Location: Kapolei, Oahu, Hawaii
E2 Project Number: 230025
Date of Issue: May 2, 2023
Effective Dates: June 2023 to June 2024

*Approvals:

Project Manager Date

Site Safety and Health Officer Date

Certified Industrial Hygienist, David D. Gerow, CIH, CSP Date

*Approvals are internal and do not indicate approval by any outside individual, agency, or entity.

Section 2 Introduction and Purpose

2.1 Introduction

This Site Safety and Health Plan (SSHP) is designed to protect workers from the hazards associated with clearing operations at the Kalaeloa Airport that may be impacted by the presence of chemical contamination. The project entails cutting trees up to three inches above grade to prevent disturbing known soils contaminated with elevated concentrations per- and polyfluorinated substances (PFAS) compounds.

Element Environmental, LLC (E2) has prepared this SSHP on behalf of Wesley R. Segawa & Associates, Inc., the project designer. This plan discusses general health and safety issues related to the work. It applies to all personnel and activities on the project that may expose workers to these contaminants in the areas of identified contamination and other areas where contamination may be discovered.

The concentrations of contaminants in most areas are expected to be relatively low and present a correspondingly low risk of serious chemical exposure. This program has been established to ensure worker safety while working in the areas identified as being contaminated and to comply with the Occupation Safety and Health Administration (OSHA) regulations for worker protection.

2.2 Purpose and Policy

This plan aims to establish personnel protection requirements and mandatory safety practices and procedures, for the work proposed in contaminated areas, for the benefit of the construction workers, the environment around the construction work, and the general public. This plan also provides for alternate procedures to address changing situations that may arise during construction operations.

The provisions of this plan are mandatory for all site activities in areas in which significant levels of contamination are detected or suspected. The project will be conducted in two phases, Phase I: Tree Clearing, and Phase II: Tree Clearing & Grubbing / Soil Excavation. Phase I will include cutting and chipping of vegetation three inches above the ground surface and storing the chipped material will be stockpiled on the site. Phase 2 will include the removal of soil stockpiles, removal of chipped material stockpiles, the removal of approximately 4,500 cubic yards of soil/fill material, and backfilling the site with clean soil. The highest potential for exposure to the contamination in the soils on the site will be in Phase II during when the initial excavation of the site and the segregation of the contaminated soils that must be removed from the site and the cleaner soils that may be used for backfilling will be completed on the site. Once this phase of the work is complete, the site will be considered a general construction area that is anticipated to be free of the significant potential of exposure to soil contamination. This plan applies to all contractors, subcontractors, and visitors to this area. This plan shall be present and readily available during all on-site activities described in this plan. All personnel working on or visiting the site are required to read and to adhere to all requirements of this plan.

This plan has been developed using the available environmental information known for this site through several environmental investigations, soil sampling, groundwater, and geotechnical surveys. As new information is collected on any potentially hazardous areas or activities, or if new hazards are identified, this plan shall be updated to reflect the new hazard analysis and health and safety program requirements.

Section 3 Site Description

3.1 Site Location

The project site is located at the Kalaeloa Airport on the southwest corner of the island of Oahu. The property is the site of a former military airport, Barbers Point Naval Air Station (BPNAS), that has recently been decommissioned and re-purposed as a civilian airport facility operated by the State of Hawaii Department of Transportation Airports Division. The work involved in this project entails cutting trees up to three inches above grade to prevent disturbing the existing ground from the edges of the runways and for a short distance around each runway.

3.2 Contamination Characterization

The environmental investigations performed on the project site identified the presence of numerous contaminants on the former BPNAS. These included petroleum hydrocarbons; benzene, toluene, ethylbenzene, and total xylenes; polynuclear aromatic hydrocarbons; volatile organic compounds; polychlorinated biphenyls; pesticides; heavy metals; and PFAS. Most of these compounds were found in the work areas, fuel storage areas, and nearby industrial areas.

The chemicals most likely to impact the area covered in this project are the PFAS compounds in surface soils and groundwater at the site. These compounds have been used as a fire suppression agent in the event of an aviation fire where fuels may be present. The chemicals were a part of the aqueous film forming foam (AFFF) products. The product was also used in training exercises at the airport over many years to prepare firefighters to respond to emergencies.

PFAS compounds are a group of over 9,000 synthetic chemicals that include poly- and perfluorinated alkyl compounds and their sulfonate and carboxylic acid derivatives. These chemicals were manufactured as water-repellent coatings, non-stick coatings, firefighting foam, food packaging, and stain-repellent materials. Most of the compounds in this class of chemicals were phased out of use in the 1990s due to reported health effects; however, due to their inherent stability, they remain ubiquitous in the environment to this date. They have been reported to be taken up into vegetation where contaminated soil and groundwater are present; however, the amount of vegetative uptake is unknown.

This SSHP covers the potential for exposure to PFAS compounds in surface and shallow soils, vegetation, and groundwater at the Kalaeloa Airport during the clearing of the areas around the runways, and handling of the green waste generated during these operations.

There are few standards for exposure of these compounds to workers working in potentially contaminated areas. However, due to the health effects reported in many industries to at least some of these compounds, an approach to minimizing exposure to the potentially contaminated media on this project will be implemented.

Section 4 Work Plan Summary

The activities listed below are planned for the RSA Clearing Operations at Kalaeloa Airport. If site conditions change and additional hazards and contaminants are identified, this plan should be updated to provide an analysis of the hazards and the specification of additional safety procedures.

Activities for Phase I:

- 1) Cut vegetation around runways at the Kalealoa Airport.
- 2) Remove cut vegetation and stockpile.
- 3) Using heavy machinery, remove trunks and canopy.
- 4) Chip cut vegetation.
- 5) Store cut vegetation (green waste) in new stockpile for disposal.

The project is anticipated to produce approximately 6,500 cubic yards of wood chips that will need to be stored on the site until the Phase II portion of the project. Green waste is not a regulated or hazardous material at this time. The green waste stockpile should be placed as far away from the runway as feasible to prevent dispersion of the material onto the active runway and weighed down to prevent movement by the wind. Spikes, weights, or other means should be used to prevent the cover from being blown off the pile. The stockpiles shall be stored on 20-mil polyethylene sheeting and covered with geotextile fabric. The geotextile fabric should be non-biodegradable, made of woven polyester, polyethylene, or polypropylene material and resistant to ultraviolet light. The contractor shall provide a geotextile fabric sample and technical specifications of the proposed material to be used and the method of securing the material for review and approval by the owner's representative. The contractor will need to conduct periodic inspections on the stockpiles until Phase II when they are disposed of. Signage should be used for the stockpile stating "Waste Material, Do Not Disturb. Question, Call Contact No. (To Be Determined)."

Section 5 Health and Safety Organization

While each worker on the site is responsible for implementing safe working procedures, the following personnel are identified as the key health and safety personnel for the project. Table 1, outlines personnel designated to carry out the stated job function on-site.

Table 1: Project Personnel

Position	Name	Number
Project Manager (PM)	To Be Announced	
Safety Manager	To Be Announced	
Site Safety and Health Officer (SSHO)	To Be Announced	

5.2 Project Manager's Responsibilities

Specific responsibilities include:

- Ensuring that personnel involved in this project are aware of the provisions of this plan, including personal protection equipment (PPE) standards and safety practices, and emergency procedures.
- Ensuring that personnel are in compliance with applicable requirements of 29 Code of Federal Regulations (CFR) 1910.120 for Hazardous Waste Operations and Emergency Response and 29 CFR 1910.1200 for Hazard Communication Program.
- Ensuring that personnel are aware of the potential hazards associated with this project.
- Utilizing the SSHO to ensure that health and safety requirements are met.
- Ensuring that the SSHO has the resources to implement this plan fully and to anticipate and respond to hazardous chemical conditions.
- Correcting work practices or conditions that may result in accidents, injuries, or chemical exposure to site personnel.
- Reviewing this plan and any updates or changes.

5.3 Site Safety and Health Officer Responsibilities

Specific responsibilities include:

- Participating in the preparation of and implementation of this plan.
- Selecting appropriate PPE.
- Overseeing the monitoring of intrusive operations and conditions, as necessary.
- Coordinating emergency procedures and notifying appropriate emergency contacts.
- Conducting initial plan briefing.
- Monitoring on-site intrusive operations and conditions.
- Providing site safety briefings as needed.
- Notifying the PM immediately of any variances to the SSHP.
- Approving this plan and any updates or changes.
- Notifying the contractor and site owner immediately of any variances to the SSHP.

5.4 Site Safety and Health Manager's Responsibilities

Specific responsibilities include:

- Prepare the SSHP.
- Review and approve the project Accident Prevention Plan (APP).
- Monitor the first three days of work in the contaminated areas.

- Work with the SSHO to ensure proper implementation of the SSHP.
- Visit the site monthly to ensure that all SSHP and APP elements are followed.
- Provide on-site and off-site consultations as needed to ensure full implementation of the SSHP.
- Evaluate air monitoring data to determine the need for upgrades or downgrades to the level of worker PPE requirements.

5.5 Project Personnel Responsibilities

Specific responsibilities include:

- Complying with all provisions of this plan.
- Wearing all required PPE.
- Taking necessary precautions to minimize injury or exposure to themselves or other personnel.
- Notifying SSHO or Supervisor of unsafe or potentially unsafe conditions.

Section 6 Safety and Health Risk Analysis

6.1 Safety and Physical Risks

Many safety and injury risks are encountered during construction activities. These include the risk of slips, trips, and falls; being injured from using construction equipment; and cave-ins of trenches or other excavations. General OSHA construction safety practices shall be followed during all phases of work on this project. This plan does not address general safety issues related to the construction activities on this site. This plan also does not address the hazards of other chemicals that construction workers may use. These exposures should be addressed in the Hazard Communication Program for the project. This plan only addresses the specific hazards associated with the vegetation clearing activities identified for this project.

6.2 Risk of Chemical Exposures

The primary goal of this SSHP is to protect the workers from the health effects of exposure to hazardous chemicals identified as being present on the project site during construction activities. The substances listed in Table 2, which are suspected to be present in the soil at the project site, may pose a hazard to workers. The OSHA permissible exposure limits (PELs) and the primary potential hazards for each are identified.

Table 2: Risk of Exposure to Hazardous Substances

Substance	OSHA PEL	ACGIH Threshold Limit Values	Potential Hazard
General PFAS compounds	None	None	These compounds may cause testicular and kidney cancer, problems to fetuses including low birth weight and lowered immune system function, liver damage, thyroid disease, ulcerative colitis, changes to cholesterol, and changes in blood pressure during pregnancy. Also may cause upper respiratory system irritation and hematological effects (blood system).
PFOA	None	None	
PFOS	None	None	
PFIB	None	Ceiling 0.01 ppm	
Perfluorobutyl ethylene	None	100 mg/m ³ TWA	
APFO	None	0.01 mg/m ³ TWA	

Notes: APFO = ammonium pentadecafluorooctanoate
 OSHA = Occupational Safety and Health Administration
 PFAS = per- and polyfluorinated substances
 PFOA = perfluorinated alkylated substances
 ppm = parts per million

mg/m³ = milligrams per cubic meter by volume in air
 PEL = permissible exposure limit
 PFIB = perfluoroisobutene
 PFOS = perfluorooctane sulfonic acid
 TWA = time-weighted average

The health effects of PFAS compounds are not well understood and it is difficult to show that substances directly cause health conditions in humans. More research is needed to understand the health effects of PFAS better. PFAS compounds are found in the blood of people and animals worldwide and are present at low levels in various food products and the environment. These compounds can also build up in people and animals with repeated exposure over time.

6.3 Site Safety Procedures

In order to protect workers from the identified safety and health hazards that may be encountered during this project, the following site safety procedures will be required. The SSHO will enforce these procedures on the project site.

- All workers on the project will be informed of the potential hazards of exposure to PFAS compounds through a site-specific safety briefing and weekly safety meetings.
- All media, including soils, vegetation, and groundwater, should be assumed to contain some level of PFAS contamination until testing shows that this is not the case.
- Workers shall take precautions to minimize direct contact with the soil, vegetation, and groundwater during field operations.
- Workers shall avoid inhalation of dust generated from earthmoving, excavation, vehicle use, chipping of green waste, and material handling during all work on the project. Exposure to dust generated should be controlled with the use of water spray or by avoiding the dust released downwind of dusty operations.
- Workers will wear long-legged pants, shirts with long sleeves, and gloves during all work in the field during this project. The use of Tyvek pants or suits may be substituted for work clothing.
- If any unsafe conditions are identified related to the presence of contaminated materials on the project, contact the site SSHO immediately.

- A wash station will be established on the project site to allow workers to wash their face and hands and clean their boots of any soil or dust from the site. Workers shall remove all disposable clothing and wash their face and hands in the decontamination area upon leaving the area for lunch or at the end of the day.
- Workers shall not eat food on the project site without first washing their face and hands at the decontamination station.
- No smoking is allowed at the project site.

Section 7 Health and Safety Program

7.1 Worker Training Program

This project involves work in an area impacted by low to moderate concentrations of PFAS compounds. Exposure to these materials will be minimized on the project through the procedures detailed in this SSHP and overseen by a SSHO. HAZWOPER training is not required for any workers on the project.

All persons who must perform active work on this project must receive a site-specific safety briefing and be informed of the results of the environmental testing conducted on the site. This training shall include all elements of this SSHP, the hazards of exposure to the identified chemicals, the types of PPE required, and the procedures for reporting any problems during the work in this area.

7.2 Medical Monitoring

Due to the low concentrations of site contamination in most areas and the type of chemicals detected, no specific medical monitoring tests are required for site construction workers.

Workers required to wear respirators will receive a medical certification and respirator fit testing in accordance with OSHA Regulation 29 CFR 1910.134. Pulmonary function tests will be required for all workers required to wear respirators. Certificates for personnel who are required to wear respirators on the site will have their medical certifications on the site.

Workers who complain of any symptoms of chemical exposure after working in the area may require a medical evaluation to determine if medical intervention is necessary.

Persons certified to perform cardiopulmonary resuscitation (CPR) and first aid will be present on the site at all times during the work in the hazardous waste sites.

7.3 Air Monitoring

Due to the lack of readily available testing and analytical methods for PFAS compounds, the use of air monitoring to quantify air concentrations of these chemicals will not be required for this project. No obligatory OSHA regulatory standards for airborne concentrations of these chemicals have been published to date to compare air concentrations; therefore, no air sampling will be conducted.

7.4 Personal Protective Equipment

Based on an evaluation of the potential hazards, the level of PPE defined for the following activities in designated contaminated areas is, as a minimum, a modified Level D as defined below. This level constitutes a typical construction work uniform with the addition of chemical protection for some workers who come directly into contact with the potentially contaminated soil or other media on the project. This level of protection will be maintained for the duration of the project. Table 3 outlines the specific PPE required for each level of protection.

Table 3: Levels of Personal Protective Equipment Requirements

PPE Level	Clothing and Equipment
Level D	Work boots
	Safety glasses
	Work gloves
Modified Level D	Work boots
	Safety glasses
	Work gloves
	Long-legged pants
	Shirts with long sleeves
Level C	Dust masks (N-95 type with exhalation valve)
	Work gloves
	Work boots
	Safety glasses
	Tyvek suits or pants

The following additional PPE requirements will be added as needed:

- Workers who work on or around heavy equipment will be required to wear hearing protection, either ear plugs or earmuffs.
- Workers who are working in dusty areas or performing work that puts them directly in contact with soil should wear protective clothing such as Tyvek suits or pants.

Visitors to the site who must enter the work areas, such as inspectors or client representatives, will be provided with PPE to protect them during the visit. The contractor shall stock extra sets of PPE for these visitors and keep these items in a clean area of the decontamination facility.

7.5 Site Control Measures

Controlling access to the work areas is essential to prevent unprotected workers and the public from being exposed to health and safety hazards present in the work area. The active work sites will be protected from access by the general public and the protection of persons coming into contact with contaminated materials.

The following site control measures shall be followed during the work in the contaminated area.

On-Site Control

The work areas shall be clearly defined to prevent unauthorized or unprotected persons from entering. Clearly printed signs identifying the site will be posted at all entrances to the work area. The SSHO, or other designated person, shall be designated whose responsibility is to see that the site is secure and that no one enters the area without reading, understanding, and signing the SSHP. The site control can be accomplished with fencing, caution tape, or other means that effectively prevent access to the area.

A visitor log will be kept for the entire duration of the work in the controlled areas. The SSHO or his representative will keep this log.

7.6 Decontamination Procedures

To prevent the spread of contaminants from any site considered to contain significant contamination and to minimize personal exposures, all personnel and equipment leaving the excavation areas shall be thoroughly decontaminated.

A decontamination facility will be established prior to the entry of any personnel into the work areas to allow persons to don PPE upon entry and to remove PPE, and wash their hands and face upon leaving the site. This facility will be maintained continuously during the work in the area and will be equipped to provide support to the people on the site. Workers will be provided with a cool, covered area to cool off, hydrate, and change into and out of their PPE.

The following decontamination steps shall be performed in an area free of the hazards of the contaminated area.

Personnel (for Level D PPE):

- 1) Remove and properly dispose of all disposable PPE.
- 2) Soap and water wash hands and face, and exposed skin.
- 3) Wash all soil from boots.

Equipment Decontamination:

- 1) Soap and water wash equipment using brushes, hoses, or other required equipment.
- 2) Rinse equipment with water.
- 3) Continue washing and rinsing until clean.
- 4) Allow all water to flow onto the ground and be absorbed into the soils on the site. No off-site runoff of this water will be allowed. No ponding or other nuisance conditions should be created.
- 5) Wash all soil from boots.

Emergency decontamination procedures will include the following: Decontaminate personnel and equipment using soap and water as much as possible (if possible) before administering first aid procedures or transporting the victim to the medical facility.

The following decontamination equipment is required:

- Soap and water solution
- Polyethylene sheeting
- Tarp or shelter for workers to cool off in
- Water
- Chairs
- Brushes
- Pool or tubs to hold decontamination solutions
- Drums or plastic bags for collection of PPE

Section 8 Emergency Response Plan

8.1 Guidelines for Pre-Emergency Planning and Training

Employees must read the SSHP and familiarize themselves with this section's information. A copy of this plan, a list of the emergency contacts and phone numbers, and the route to the nearest emergency medical services will be immediately accessible to employees on-site.

8.2 Emergency Recognition

Emergency conditions are considered to exist if:

1. Any field crew member is involved in an accident or experiences any adverse health effects or symptoms of exposure while on-site.
2. A condition is discovered that suggests the existence of a situation more hazardous than anticipated.

In the event that any member of the work crew experiences any adverse health effects or symptoms of chemical exposure while on the site, the entire crew working in that area will immediately halt work, notify the SSHO or the PM, and act according to the instructions provided.

8.3 Emergency Contacts

In the event of any situation or unplanned occurrence requiring assistance, the appropriate contact(s) should be made from the list below. For emergency situations, telephone or radio contact should be made with the site point of contact or site emergency personnel, who will then contact the appropriate response personnel.

Figure 1: Emergency Information

(TO BE DISPLAYED IN A PROMINENT LOCATION DURING INSPECTION ACTIVITIES)

Project: RSA Clearing at Kalaeloa Airport (CM4420-33)
Project Number: **230025**
Project Location: Kapolei, Oahu, Hawaii

Emergency Contacts:

All Emergencies (Fire, Police, Ambulance).....9-1-1
Environmental Protection Agency Environmental Response for spill reporting (201) 321-6660

Location of Nearest Hospital: Queen’s Medical Center West Oahu
91-6390 Fort Weaver Road
Ewa Beach, Hawaii
(808) 691-3000

Directions:

Exit the site on Midway Street, turn left onto Midway Street and then take a right onto Enterprise Street. Proceed for a mile and turn right onto Franklin D. Roosevelt Avenue. After 1.5 miles turn left onto Philippine Sea Street and then turn right onto Renton Road. Proceed 1.6 miles and turn left onto HI-76 North (Fort Weaver Road). Proceed 1.6 miles and take a left onto Laulaunui Street and turn right into Queen’s Medical Center West Oahu.

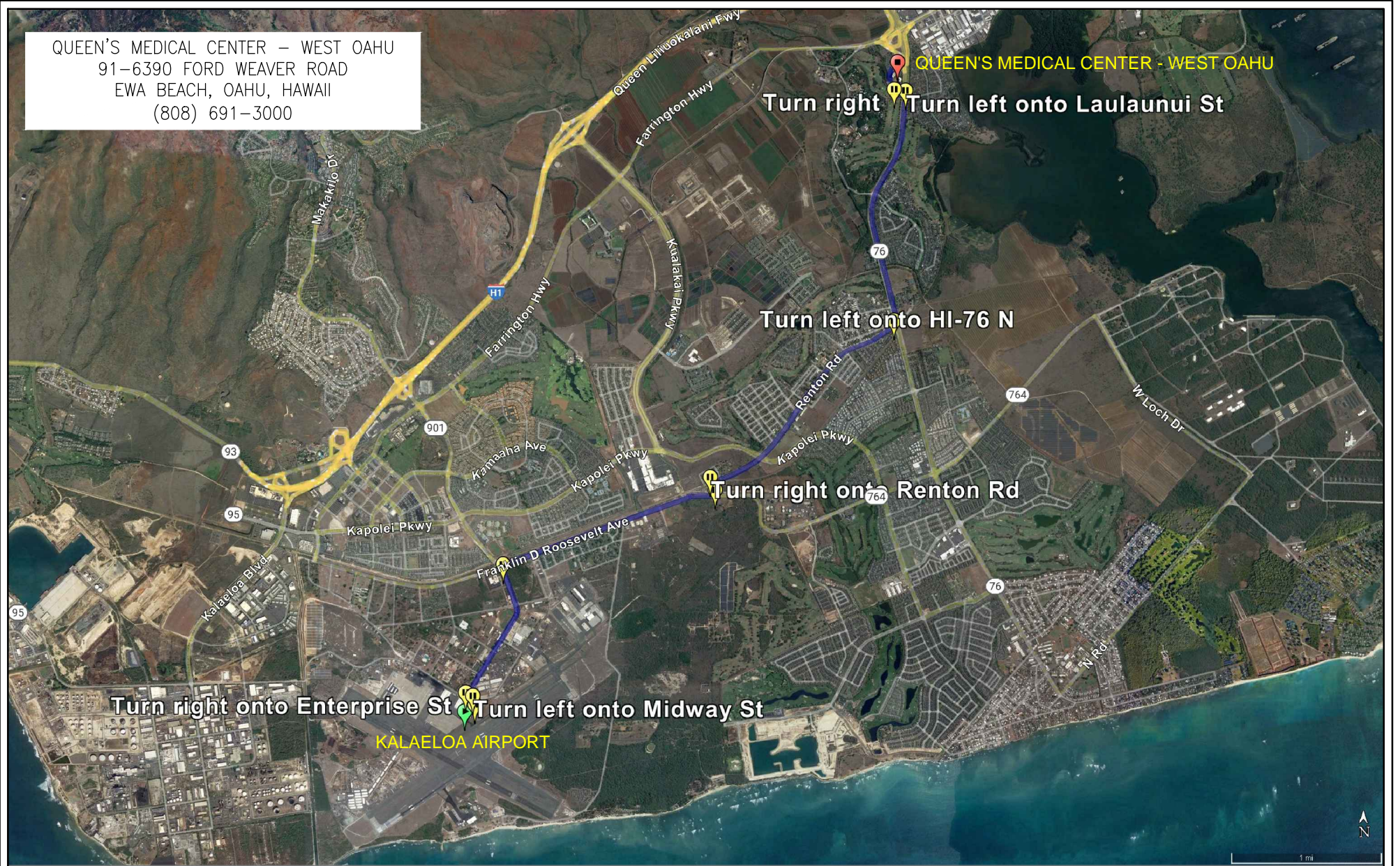
Important Contacts:

Project Manager: To Be Determined (808)
Site Safety Health Officer: To Be Determined(808)
Safety Manager: To Be Determined (808)
E2 CIH/CSP: David Gerow (KEI) Office (808) 651-3977

Emergency Response Procedure:

As soon as possible, one person should be dispatched from the accident scene to contact the appropriate emergency response group(s), and inform them of the nature of accident, assistance required, and directions to the project site. One person will be dispatched to the entrance of the project site to meet emergency response personnel and bring them to the location where their assistance is required.

QUEEN'S MEDICAL CENTER - WEST OAHU
 91-6390 FORD WEAVER ROAD
 EWA BEACH, OAHU, HAWAII
 (808) 691-3000



Directions to Queen's Medical Center - West Oahu:
 Exit the site on Midway Street, turn left onto Midway Street and then take a right onto Enterprise Street. Proceed for a mile and turn right onto Franklin D. Roosevelt Avenue. After 1.5 miles turn left onto Philippine Sea Street and then turn right onto Renton Road. Proceed 1.6 miles and turn left onto HI-76 North (Fort Weaver Road). Proceed 1.6 miles and take a left onto Laulaunui Street and turn right into hospital.

	DATE: JUNE 2023	PROJECT TITLE: SITE SAFETY AND HEALTH PLAN RSA CLEARING AT KALAELOA AIRPORT (CM4420-33) KAPOLEI, OAHU, HAWAII
	FIGURE TITLE: HOSPITAL ROUTE	FIGURE NO.: 2

8.4 Personal Roles, Lines of Authority, and Communication Procedures During an Emergency

In the event of an emergency situation at the work site, the SSHO and PM will be immediately notified. The SSHO will assume control and will be responsible for decision-making. This individual has the authority to resolve all disputes about health and safety requirements and precautions. The SSHO will also coordinate all activities until emergency response teams (ambulance, fire department, etc.) arrive at the site.

The SSHO will ensure that the necessary personnel and agencies are contacted as soon as possible after an emergency occurs.

All on-site personnel must know the location of the nearest phone and the location of the emergency phone number list.

8.5 Evacuation Routes and Procedures, Safe Distances, and Places of Refuge

In the event of emergency conditions, employees will evacuate the area, transport injured personnel, or take other measures to safely remedy the situation. Evacuation routes and safe distances should be decided upon by the field team prior to initiating work. Personnel should assemble in a safe, pre-determined area and take a roll call to ensure that all persons exited safely.

8.6 Accident Prevention

All hazardous waste site activities present a degree of risk to on-site personnel. During routine operations, the risk is minimized by establishing good work practices, staying alert, and using proper PPE. Unpredictable events, such as physical injury, chemical exposure, or fire, may occur and must be anticipated. (All employees are encouraged to participate in Red Cross first aid and CPR courses in order to handle more effectively physical and medical emergencies that may arise in the field.)

The discovery of any condition that would suggest the existence of a situation more hazardous than anticipated will result in the evacuation of the work crew and re-evaluation of the hazard and the level of protection required.

Follow-up action should be taken to correct the situation that caused the accident.

General emergency procedures, and specific procedures for handling personal injury and chemical exposure, are described in the following sections.

8.7 Emergency Site Security and Control

For this project, the site SSHO must know who is in the designated contaminated area. Personnel access into the designated contaminated area must be controlled. In an emergency situation, only necessary rescue and response personnel should be allowed into the area.

8.8 Procedures for Emergency Medical Treatment and First Aid

8.8.1 Chemical Exposure

In the event of chemical exposure (skin contact, inhalation, ingestion), the following procedures should be implemented:

- Another team member (buddy) should remove the individual from the immediate area of contamination.
- Precautions should be taken to avoid exposure of other individuals to the chemical.
- If the chemical is on an individual's clothing, the clothing should be removed if it is safe to do so.
- If the chemical has contacted the skin, the skin should be washed with copious amounts of water and soap.
- In case of eye contact, an emergency eyewash should be used. Eyes should be washed for at least 15 minutes.
- If necessary, the victim should be transported to the nearest hospital or medical center. If necessary, an ambulance should be called to transport the victim. It may be necessary to wrap the victim in a blanket or plastic to avoid contamination of the transport vehicle or hospital emergency room.

8.8.2 Personal Injury

In the event of personal injury:

- Workers trained in first aid can administer treatment to an injured worker. A first aid kit shall be maintained on-site for this purpose.
- Workers with suspected back or neck injuries should not be moved, except by emergency medical personnel, unless there is a serious threat to life or health.
- The victim should be transported to the nearest hospital or medical center. If necessary, an ambulance should be called to transport the victim. The site SSHO should be informed of the incident.

8.8.3 Fire or Explosion

Personnel will evacuate the area immediately in the event of fire or explosion. Administer necessary first aid to any injured employees. Personnel will proceed to a safe area and telephone the local fire department or emergency support services. Upon contacting the emergency support service, state your name, the nature of the hazard (fire, explosion, etc.), the location of the incident, and whether there were any physical injuries requiring an ambulance.

8.8.4 Decontamination of Injured Personnel

Emergency decontamination procedures will include the following: Decontaminate personnel and equipment using soap and water as much as possible (if possible) before administering first aid procedures or transporting the victim to the medical facility. Move the worker to the decontamination area, remove disposable PPE, and treat injuries or await the arrival of emergency personnel.

8.9 Emergency Equipment

In order to respond effectively to emergency situations that may arise on the site, the following equipment will be maintained at all times during the excavation and handling of contaminated materials.

- First Aid Kits with a variety of first aid supplies adequate for the size of the project.
- Emergency Eyewash and Shower.
- Fire extinguishers - 2 x 25 lb. ABC type for site emergencies.

Section 9 Record of Worker Health and Safety Plan Review

The undersigned has read this SSHP and has been briefed on the contents of the SSHP. They understand the means and objectives of the work plan and have been fully apprised of the risks and hazards involved in accomplishing the work. They further agree to comply with the requirements and protocols set forth in this document.

<u>NAME</u>	<u>SIGNATURE</u>	<u>DATE</u>
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SECTION 01562 – APPENDIX B: FINAL ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR
THE DISPOSAL AND REUSE OF NAVAL AIR STATION BARBERS POINT, HAWAII

The Final EIS for the Disposal and Reuse of Naval Air Station Barbers Point is not physically included in these specifications. The Final EIS is available at:

<https://dbedt.hawaii.gov/hcda/files/2020/08/BRACBarbersPointFEIS.pdf>

SECTION 01565 - SECURITY MEASURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

The General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified in this Section.

1.02 DESCRIPTION

The Contractor shall incorporate the State's airport security measures as part of his work. The Contractor shall adhere to established and enhanced security procedures, as mandated by the State and FAA, throughout the course of this Contract.

1.03 SUBMITTALS

Submit a security plan that addresses the conditions set forth in this Contract. Said plan shall contain, at a minimum, a plan of the project scope with locations of construction barricades with secured entry/exits, identification of locations requiring guards, Contractor measures to ensure security of worksite and personnel and procedures to ensure the containment of the worksite from unauthorized personnel. This package shall be submitted within 14 calendar days after award of the Contract.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 SECURITY

- A. Obtain airport security identification badges for all employees working on this project and Air Operations Area (AOA) decals for all vehicles entering the AOA area in accordance to the requirements stated in the Airports Division Supplement to the Special Provisions (ADS), Paragraph 8.17 – "Operation of Contractor's Motor Vehicle and Personnel in Restricted Air Operations and Movement Areas". All requests for badges and AOA decals shall be submitted in writing to the Airport District Manager through the Engineer within 14 calendar days after award of the Contract. Only authorized personnel working on this project shall be allowed to obtain badges. The Contractor shall be responsible to pay for all costs associated with complying with airport security requirements, including obtaining airport security identification badges.

Currently, the fee to obtain a new airport identification badge is \$100.00, but due to the changing fee structure of these services, the Contractor shall inquire with the Daniel K. Inouye International Airport AOA badge

and ramp license office at (808) 836-6548. For other Airport Districts cost inquiries should be made the District Manager's office.

If access is required to the Honolulu International Arrivals Building, inquiries shall be made to the Bureau of Customs and Border Patrol at (808) 861-8642 for additional bonding requirements.

- B. The Contractor shall comply with all existing and proposed airport security initiative requirements. Contractor may be subject to civil penalties up to \$35,000.00 for each security violation.
- C. The Contractor shall protect work areas from theft, vandalism, and unauthorized entry. Ensure that proper methods are undertaken to secure tools, materials, and equipment from the public.
- D. All vehicles entering the AOA through any of the Airport Access Check Points may be subject to search. The Contractor shall allow extra time for these inspections and be able to provide personnel, as required, to assist Airport security personnel during the inspections.
- E. If required by the State, the Contractor will be responsible for the posting of guards at access points where the construction traffic may compromise the integrity of the airport security. Payment for posting of security guards required by the State shall be paid for as an allowance item in the Proposal Schedule. The Contractor shall submit the name and qualifications of the security company to the Engineer for review prior to hiring the security company. The security company shall have extensive experience in working on airports and knowledgeable in airport security procedures within the State of Hawaii.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

No measurement shall be made for the items in this Section.

4.02 BASIS OF PAYMENT

- A. Work under this Section, including the provision of security measures required by the State, must be considered incidental to and included in the bid prices for the various items of work in this project. AOA badges, decals, and fines are not eligible for reimbursement.
- B. Posting of security guards must be paid for under an allowance item in the Proposal Schedule. The allowance is an estimate and the amount must not exceed the maximum amount shown in the proposal schedule. Additional charges by the Contractor for overhead, coordination, profit, insurances and other incidental expenses must not be allowed. These must be included in the Contractor's lump sum bid price.

C. Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
01565.1	Posting of Security Guards	Allowance (ALLOW)

END OF SECTION 01565

SECTION 01580 - TEMPORARY FACILITIES AND UTILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

The General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified in this section.

1.02 DESCRIPTION

This item shall consist of arranging and maintaining all utilities including, but not limited to, water, electricity, sewage disposal and telephone communications in the work area which the Contractor and Engineer deems necessary to meet the requirements of the work under the contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES DURING CONSTRUCTION

- A. Water and Sanitation: The Contractor shall provide temporary drinking water and sanitary facilities for the field personnel. The facilities shall be in accordance with the applicable health regulations and shall be maintained clean and operable until the conclusion of the construction work.
- B. Telephone: The Contractor shall have a telephone available for the State's use for communications with field personnel. Cellular telephones are acceptable. The Contractor shall install the telephone immediately upon starting work and maintain service until the project is completed. All costs associated with obtaining and maintaining telephone service shall be borne by the Contractor.
- C. Electricity: Contractor shall obtain or provide temporary electric power and shall pay for all connections and energy charges incurred during construction.
- D. Metering: Water and electrical services shall be metered and payment for meters and services shall be borne by the Contractor. Temporary connections for water shall include installation of a meter and backflow preventer at the point of connection according to State standards at the Contractor's cost. The Contractor shall submit requests for temporary connections in writing to the Engineer 14 calendar days prior to the connection and shall include a description of work and a sketch of the proposed installation.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01700 – MOBILIZATION, DEMOBILIZATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the contract, including the General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified in this section.

1.02 GENERAL REQUIREMENTS

- A. Section 699 of "Hawaii Standard Specifications for Road, Bridge, and Public Works Construction, 1994," are hereby incorporated into and made a part of these specifications by reference unless otherwise modified hereinafter.

1.03 MOBILIZATION

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

1.04 DEMOBILIZATION

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

1.05 PERFORMANCE BOND

- A. The Contractor shall file and pay for the performance and payment bonds according to Section 3.5 of the Special Provisions, except that the value of the bonds shall equal one hundred percent (100%) of the amount of the contract basic bid amount plus one hundred percent (100%) of the amount of the extra work.

Payment for the Contractor's bond premium will be made as part of mobilization in accordance to the terms stated in Part 4 below.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Mobilization shall not be measured for payment. The maximum bid allowed for "Mobilization" is an amount not to exceed six (6) percent of the sum of all items (excluding this item and all Allowances). If the proposal submitted by the bidder indicates an amount in excess of the allowable maximum, the indicated amount or amounts shall be reduced to the allowable maximum; the "Sum of All Items," in the proposal schedule shall be adjusted to reflect any such reduction. For the purposes of comparing bids and determining the contract price to be inserted in the contract awarded to the bidder, if any is so awarded, the "Sum of All Items" adjusted in accordance with the foregoing shall be used and the bidder's proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith."
- B. Demobilization will not be measured for payment.

4.01 BASIS OF PAYMENT

- A. Mobilization will be paid for at the contract lump sum price under:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
01700.1	Mobilization (Not to exceed 6% of the sum of all items, Excluding this item and all allowances)	Lump Sum (L.S.)

- B. Partial payment will be made as follows:
 - 1. When 2 1/2 percent of the original contract amount is earned, 50 percent of the bid amount will be paid.
 - 2. When 5 percent of the original contract amount is earned, 75 percent of the bid amount will be paid.
 - 3. When 10 percent of the original contract amount is earned, 100 percent of the bid amount will be paid.

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

END OF SECTION 01700

SECTION 01800 – SPECIAL REQUIREMENTS FOR CONTRACTORS ON THE AOA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the contract, including the General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified in this section.

1.02 DESCRIPTION OF WORK

- A. The Contractor must incorporate the State's airport security measures as part of his work. The Contractor must adhere to established and enhanced security procedures, as mandated by the State and FAA, throughout the course of this Contract.
- B. The requirements of this Section are essential for ensuring public and worker safety on this project; hence, the Contractor must comply with all requirements of this section when performing work on the AOA (Airport Operations Area). Should the Contractor fail to comply with any requirement of this section; work may be delayed or temporarily suspended without contract time extensions, or liquidated damages or fines may result. All liquidated damages or fines resulting from violations due to improper activity, inattention, or failure to comply with required airport procedures; must be borne by the Contractor.

1.03 SUBMITTALS

- A. Submit a Safety Plan Compliance Document (SPCD) within fourteen (14) calendar days after award of the Contract. The SPCD's purpose is to demonstrate the Contractor's understanding of the project's impacts to airport operations and the safety measures implemented to mitigate hazards and risks. The SPCD must contain, at a minimum, a plan of each project phase with locations of barricades, applicable runway or taxiway closures, haul routes, NAVAID shut downs, work areas, special airport considerations, work hours, and other information related to airport safety. The SPCD must conform to the requirements found in FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction and the project specifications.

1.04 AOA SECURITY REQUIREMENTS

- A. AOA Badges – Must only be issued to people that apply through the Airport Security Office, and complete all of the fingerprinting requirements.

All people accessing the AOA must possess an AOA Badge with unescorted access. AOA temporary escort badges will only be issued during State-deemed emergencies.

All requests for badges and AOA decals must be submitted in writing to the Airport District Manager through the Engineer within fourteen (14) calendar days after award of the Contract. Only authorized personnel working on this project must be allowed to obtain badges. The Contractor must be responsible to pay for all costs associated with complying with airport security requirements, including obtaining airport security identification badges.

Currently, the fee to obtain a new airport identification badge is \$60.00, but due to the changing fee structure of these services, the Contractor must inquire with the Kalaeloa Airport at (808) 425-4386.

- B. AOA Access Points – The Contractor shall enter the AOA through the approved access points indicated in the CSPP and must ensure that all of their personnel, vehicles, and equipment enter and exit the AOA only through the assigned access point.

All vehicles entering the AOA through any of the Airport Access Check Points may be subject to search. The Contractor must allow extra time for these inspections and be able to provide personnel, as required, to assist Airport security personnel during the inspections.

If the State deems an emergency situation has rendered the assigned access point unusable, the Contractor will be assigned a temporary access point for the remaining workday. Should the original assigned access point remain unusable for a prolonged period, the Contractor will be assigned a new access point the following day, and must be responsible for all requirements at the new assigned access point.

- C. AOA Access Gates – Should the Contractor's assigned AOA access point be through an unguarded gate, the Contractor must be responsible for the following:
1. Obtain the AOA access gate key(s) from the Airport Security Office (a \$500.00 deposit is required per key).
 2. Proper control of the AOA access gate in accordance with all required airport security procedures.
 3. Close and lock the AOA access gate immediately after entering or exiting the AOA.
- D. The Contractor must comply with all existing and proposed airport security initiative requirements. Contractor may be subject to civil penalties up to \$35,000.00 for each security violation.
- E. The Contractor must protect work areas from theft, vandalism and unauthorized entry. Ensure that proper methods are undertaken to secure tools, materials and equipment from the public.

1.05 AOA OPERATIONAL SAFETY REQUIREMENTS

It is the explicit intent of this contract that the safety of aircraft, and all of the personnel and equipment under the Contractor's jurisdiction, be the highest priority; hence, the Contractor must carefully plan the operations of all personnel and equipment under their jurisdiction to provide for the free and unobstructed movement of all aircraft on the AOA, and to provide for the uninterrupted operation of visual and electronic signals used to guide aircraft while all personnel and equipment under their jurisdiction traverses the AOA.

With the exception of actual construction methods, the FAA ATCT will have full authority to control the Contractor's movements within the existing movement area. If the FAA ATCT notifies the Contractor to temporarily halt operations, the Contractor must effectively notify all personnel and equipment under its jurisdiction, without using lighted flares, to cease all work and move all equipment and themselves away from hazardous areas.

The Contractor is responsible for all of their movements on the AOA. Should the State deem that an escort, flagman, or driver fails to perform their duties; that escort, flagman, or driver may be terminated, or suspended and required to undergo additional training.

A. AOA Communication Devices – The Contractor must have at least two (2) people on the AOA possessing and continuously monitoring the following fully charged communication devices:

1. A two-way radio capable of communicating on frequencies 132.6 (Kalaehoa Tower), 123.8 (Kalaehoa Ground), and 119.8 (Honolulu Radio); with a spare charged battery and
2. A cellular telephone, with a listing of all required emergency contact numbers.

The Contractor must have a dedicated Radio Monitoring Person (RMP) as indicated in the project specific CSPP, unless otherwise directed by JRF.

B. AOA Travel Routes - The Contractor shall utilize the travel routes shown in the contract documents, and must ensure that all of their personnel, vehicles and equipment traverse the AOA only along the assigned travel route.

Should the State deem that an emergency situation has caused the assigned travel route to become unusable, the Contractor will be assigned a temporary travel route for the duration needed and must be responsible for all requirements associated with the new assigned travel route.

C. AOA Authorized Vehicles – Only vehicles considered safe, and required to complete the contracted work will be allowed to operate on the AOA. Each vehicle operating on the AOA must be authorized, possessing:

1. An AOA vehicle decal obtained from the Airport Security Office and displayed on the driver's side front bumper (use of an AOA temporary vehicle permit is not allowed); and,

2. Insurance coverage as required by Article 8.4 of the General Provisions, and further amended by the Special Provisions 8.21 and Supplemental Special Provisions.

D. Vehicle and Equipment Requirements on the AOA – Each vehicle and driven piece of equipment must possess the following when operating or staging on the AOA.

1. Operations occurring at night, or during periods of poor visibility, must require a Flashing Amber Beacon mounted atop each vehicle/equipment's highest point.
2. Daylight operations with clear visibility, must require a Checkered Orange and White Flag attached to a staff that is mounted to each vehicle/equipment in lieu of a Flashing Amber Beacon (The flag must be at least a three-foot square with a checker pattern of international orange and white squares that are at least one-foot on each side).
3. Two placards must be on both sides of each vehicle or equipment at all times to identify the vehicle or equipment owner (Placards must contain the company name in letters at least four-inches tall, or six-inch minimum-sized company logo).
4. All additional equipment marking, lighting and positioning that may be required by the FAA.
5. Use of tall equipment (cranes, concrete pumps, etc.) will not be allowed unless the FAA Form 7460-1 determination letter is issued and approved for such equipment. The Contractor must provide the Engineer with all information required to fill out the Form 7460-1. The Engineer will fill out and submit the Form 7460-1 on the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website. The Contractor should anticipate the Form 7460-1 review and approval length to be forty-five (45) days.

E. Airport Vehicle Operator's Permit – Must only be issued to people that apply through the Airport Security Office, and pass a written exam covering portions of the Airport Rules and Regulations related to vehicle operations on the AOA.

The State may suspend or revoke an issued permit at any time for cause.

F. AOA FOD Control - The Contractor must keep all work areas, AOA Travel Routes, and all adjacent areas clean at all times. Unless otherwise stated in this contract, or otherwise directed by the Airport Manager, the Contractor must properly haul and dispose all removed pavement materials and collected debris to a site off the Airport. The State will require remedial cleaning from the Contractor whenever their FOD Control Operations are unsatisfactory. Upon receipt of notification, the Contractor must be ready to start remedial cleaning at the jobsite within one-hour.

Notification by telephone will be deemed as official.

G. AOA Drivers – All people operating a vehicle or any driven piece of equipment on the AOA must possess:

1. Current and valid Hawaii State Driver's License.
 2. Current and valid Airport Vehicle Operator's Permit.
 3. Complete Airport Familiarization.
 4. An understanding and ability to identify the following:
 - a. All RSA's and TSA's;
 - b. All AOA Markings, Lighting, and Signing;
 - c. The Need for Control of FOD;
 - d. All AOA Equipment for Aircraft Navigation & Service;
 - e. All AOA Critical Areas; and
 - f. All AOA Travel Routes for the Various Work Phases.
 5. An understanding and ability to follow all ground vehicle operation and communication requirements while operating on the AOA.
 6. Successful completion of all AOA driver training required by the Airport Operations Manager.
- H. AOA Flag People – Should the plans require flag people along the AOA Travel Route, each flag-person must possess:
1. AOA Driver Requirements 3, 4, and 6 listed above;
 2. Both AOA Communication Devices previously specified;
 3. A traffic directing LED Light Baton;
 4. A broom and dustpan to assist in AOA FOD Control.
- I. AOA Escorts – While operating on the AOA, the Contractor must provide at least one escort for every five vehicles and/or equipment under their jurisdiction. The Airport Operations Manager must approve all escorts prior to any work commencing; hence, each escort must possess:
1. All AOA Driver Requirements;
 2. Both AOA Communication Devices previously specified;
 3. Knowledge about the assigned access points and travel routes for the project.
 4. The ability to effectively communicate intended AOA movements and the ability to lead five vehicles between the work area(s) and the assigned AOA Access Point in a safe and efficient manner.
- J. AOA Traffic Control – The Contractor must furnish and provide the following traffic control devices as needed, as well as, an individual that must be available on a 24-hours a day, seven days a week, every week during the contract time to address any emergency traffic control needs such as non-illuminated lights, dislodged components of traffic control devices, fallen devices or poorly delineated devices, etc.:

1. Runway Lighted X's – Must be placed on top of the runway designation marking, on both sides of the runway.
 - a. Used to indicate to aircraft that the runway is closed.
 2. Low-Profile, Lighted Barricades – Must be spaced 15' on center unless otherwise specified, and used as follows:
 - a. Restrict aircraft from taxiing into the work area (Barricades must extend across the full Taxiway/Roadway width, with one barricade placed on the Taxiway/Roadway centerline);
 - b. Channel aircraft around work areas (Barricades must be placed ten feet away from active RSA's/TSA's)
 3. Reflective Cones – Used to demarcate AOA travel routes, and locations where vehicles must yield to aircraft.
- K. Airport Staging Areas – The Contractor must only stage its vehicles and equipment at State approved areas. No vehicle or equipment must park within four feet of a security fence. Demarcation of the staging area must be as follows:
1. Low-profile, lighted barricades spaced 20' on center continuously along the perimeter of the staging area. Low-profile barricades must be secured and weighed down by either sandbags or being water filled.
 2. The Contractor may coordinate with the Airport for acceptable alternative staging area demarcation devices.

1.06 COORDINATION OF CONSTRUCTION ON THE AOA

Work on the AOA requires Roadway and Taxiway closures that demand proper notification to numerous agencies responsible for public safety; thus, the State must receive the following sufficiently accurate information from the Contractor.

- A. Maximum Equipment Height – Must be submitted to the State at least 35-days prior to construction. Construction must not commence until the State receives confirmation from the FAA. All reported heights must be the maximum heights among all vehicles or equipment used to complete the contracted work, and includes proper notification to the State whenever the reported maximum heights are to be exceeded.
- B. Detailed Work Schedule – The Contractor's detailed work schedule is vital information needed to generate the airfield closures needed to perform work. Airport Roadways and Taxiways are vital to Airport Operations, and all closures generate operational and safety hardships to varying degrees. Hence the Contractor must plan their work accordingly to minimize airfield closures prior to generating their detailed work schedule. Construction must not commence until the State approves the Contractor's detailed work

schedule, and will only commence ten days after the State approves the said work schedule. The detailed work schedule must show pictorially the work area(s), all light placements, and placement of traffic controls devices for each working day of the project.

- C. Updated Work Schedule – The Contractor must update their detailed work schedule on a weekly basis. No new closures for the Contractor’s work will be made until the State approves the updated work schedule, and will only be made seven days after the State approves the said work schedule. The updated work schedule must show pictorially the work area(s), all light placements, and placement of traffic control devices for each workday remaining on the project.
- D. Cancellations – The Contractor must only cancel work through the Project Manager, Airport Operations Manager, or Airport Duty Manager. Whenever a cancellation is not made, and the Contractor is not at the assigned AOA Access Point within 30-minutes of the start time; all Contractor closures for the remaining workweek will be cancelled. The Contractor must reimburse the State \$600.00 for every work cancellation the State deems unjustified. This reimbursement is to compensate the State for all unnecessary costs related to canceling existing and coordinating new closures.

1.07 CONSTRUCTION LIGHTING REQUIREMENTS

The Contractor must perform the following in accordance with all applicable federal, state, local, and airport rules and regulations related

- A. Should any part of the work area lack sufficient sunlight, the Contractor must provide sufficient artificial lighting to permit the work and inspection to be carried out efficiently, thoroughly, safely, and satisfactorily.
- B. Work and inspections must not be performed with only flashlights and/or vehicle/equipment headlights.
- C. All lights must be positioned so they do not blind aircraft pilots and FAA-ATCT controllers.
- D. The use of light towers must be minimized to reduce the harm to endangered seabirds and native wildlife. The Contractor must ensure lighting used at night is shielded and pointed down to the ground.
- E. All wiring for electrical lights and power must be properly installed, maintained, securely fastened and kept as far as possible from telephone and signal wires.
- F. The Contractor must submit a lighting plan to the Engineer for all work phases that must be subject to approval.

1.08 ENVIRONMENTAL AND HEALTH REQUIREMENTS

The Contractor must perform the following in accordance with all applicable federal, state, local, and airport rules and regulations related to environmental pollution control, abatement, and fire code.

- A. Airport Water – Airport water must not be drawn from a tap lacking a reduced pressure principle backflow prevention device. Water valves must be opened and closed so that water hammers are not produced.
- B. Waste Disposal – Must be performed properly. Materials must not be burned, and construction wastes must not be disposed into Airport storm water or sewer systems.
- C. Restoration – Completely restore, to an acceptable condition; staging areas, work areas, AOA travel routes, and areas adjacent to the aforementioned.

If the Contractor damages an existing Airport perimeter fence, the Contractor must perform immediate repairs on the fence to prevent inadvertent entry, and maintain Airport Security.

- D. Vehicle/Equipment Leaks and Material Spills – Must be handled by the following five-step process, and pertains to all fluids other than potable water.
 - 1. All leaked or spilled fluids must immediately be kept from entering the Airport storm water and sewer systems.
 - 2. All fluid leaks or spills must be respectively fixed or stopped, immediately after ensuring that the fluids are kept out of the Airport storm water and sewer systems.
 - 3. All areas containing the leaks or spills must be properly cleaned and restored.
 - 4. Dispose all wastes per Section 1.06.B above.
 - 5. Submit proper documentation to the State showing that all leaks or spills were properly cleaned and disposed.
- E. Erosion Control – The Contractor must provide any essential temporary drainage, dikes, and similar facilities to prevent erosion damage to the site. Run-off must be controlled to prevent damage to surrounding areas.
- F. Dust Control – The Contractor must take positive measures to ensure that dust is properly controlled without chemicals and/or oil treatments.
- G. Noise Control – Must be within the levels that comply with all applicable regulations.

1.09 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

- A. The Contractor must comply with the project specific Construction Safety and Phasing Plan included in the bid documents and any revised versions issued prior to bid.

- B. It is the Contractor's responsibility to adhere to all requirements, restrictions, and coordination efforts specified in the CSPP.
- C. Work Hours – The work hours in the CSPP have been reviewed and approved by the FAA, HDOTA, Airport District, Airlines, and other stakeholders. If the Contractor wishes to alter the work times listed in the CSPP, prior coordination and approval by all entities mentioned prior is required. HDOTA and the Airport District reserve the right to hold the Contractor to the listed work times in the CSPP.

Work hours listed in the CSPP are limited to the work areas identified on the runway or taxiway.

- D. Phasing Plan – The Contractor must adhere to the phasing plans attached to the CSPP. This includes, but is not limited to: barricade placement, work times, haul routes, prior coordination, and other airfield considerations.
- E. Coordination – The Contractor must adhere to the coordination requirements in the CSPP and specifications. Failure to properly coordinate with the proper entities can lead to safety risks which the Contractor will be held liable for.
- F. Changes to the CSPP must be approved by the Engineer, HDOTA, and FAA.

1.10 RUNWAY CLOSURE PROCEDURES

- A. The Contractor must follow procedures in the approved CSPP for work requiring runway closure. Work will not be allowed to begin until all procedures for runway closure is completed, including the following:
 - 1. Confirm proper Notice to Airmen (NOTAMs) issued per approved 3-week construction schedule.
 - 2. Install lighted runway closure X's at locations shown on both ends of the runway in accordance with the CSPP.
 - 3. Turn-off power for the runway edge lights, approach lighting, and applicable visual NAVAIDs. Coordination with FAA TechOps will be required to shut down FAA owned NAVAIDs.
 - 4. Turn-off or cover lights for the closed portions of taxiways.
 - 5. Install barricades in accordance with the CSPP.
 - 6. Notify the Construction Manager and/or Airport Manager when all the above runway closure procedures have been completed.
- B. At the end of each night's work for runway reopening, the Contractor must follow the procedures in the approved CSPP, to include the following:

1. Remove the lighted runway closure X's at both ends of the runway.
2. Turn-on power for the runway edge lights, approach lighting, and NAVAIDs. Coordination with FAA TechOps will be required to restart FAA owned NAVAIDs.
3. Turn-on power or remove covers from lights for the closed taxiways.
4. Remove all installed barricades.
5. Perform the Foreign Object Debris (FOD) clean-up and inspection. Once completed, request a clearance check from Airport Operations for reopening.

1.11 TAXIWAY CLOSURE PROCEDURES

- A. The Contractor must follow procedures in the approved CSPP for work requiring taxiway closures. Work will not be allowed to begin until all procedures for runway closure is completed, including the following:
 1. Confirm proper Notice to Airmen (NOTAMs) issued per approved 3-week construction schedule.
 2. Install barricades in accordance with the CSPP.
 3. Install required temporary taxiway edge reflectors.
 4. Turn-off power for the taxiway edge lights on the closed taxiways.
 5. Notify the Construction Manager and/or Airport Manager when all the above taxiway closure procedures have been completed.
- B. At the end of each night's work for runway reopening, the Contractor must follow the procedures in the approved CSPP, to include the following:
 1. Remove all installed barricades and required temporary taxiway edge reflectors.
 2. Turn-on power for the taxiway edge lights.
 3. Perform the Foreign Object Debris (FOD) clean-up and inspection. Once completed, request a clearance check from Airport Operations for reopening.

1.12 OTHER REQUIREMENTS

The Contractor must also comply with the following requirements should they arise.

- A. Any new TSA security requirement.

- B. Any additional operational safety requirements generated by the FAA.
- C. Provide additional lights along AOA travel routes should the Engineer deem additional safety enhancements are needed.
- D. Any new environmental and health requirements generated by the EPA or DOH.
- E. The latest edition of FAA Advisory Circular 150/5370-2, Operational Safety on Airport During Construction.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION 01800

SECTION 01900 – PROJECT SURVEY AND STAKEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions of the contract, including the General Provisions for Construction Projects (2016) and Special Provisions, apply to the work specified in this section.

1.02 SUMMARY

- A. This item shall consist of all activities necessary to control the Contractor's Work. It shall also include all additional site survey efforts as may be dictated by the RPR during the course of the work in order to facilitate the development of field directives, change orders, or other items necessary for the successful completion of the project.

1.03 SUBMITTALS

- A. Submit in accordance with Section 01300 – Submittals.
- B. The Contractor shall submit the final survey results and electronic CAD file to the RPR prior to the start of construction activities.

The final survey results and CAD file shall include:

1. Clearing boundary limits as shown on the plans.
2. Existing limits of pre-construction vegetation within the clearing boundary limits.

1.04 SURFACE CONTROL SURVEY

- A. Record File: All survey information shall be recorded in an electronic CAD file. The record file shall identify the limits of pre-construction vegetation within the clearing and grubbing boundary.
- B. Accuracy: All survey work shall be equal to third order accuracy as classified by the Federal Geodetic Control Committee.
- C. Schedule: The pre-construction condition survey work shall commence upon receipt of Notice to Proceed (NTP). The pre-construction survey drawings shall be completed within fourteen days of NTP.
- D. Electronic CAD files shall be supplied in AutoCAD 2010 formats.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 COOPERATION BETWEEN CONTRACTORS

- A. The State reserve the right to contract for and perform other or additional work on or near the work covered by this contract.
- B. When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.
- C. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the State from any and all damages or claims that may arise because of inconvenience, delays, or loss experience by him/her because of the presence and operations of other Contractors working within the limits of the same project.
- D. The Contractor shall arrange his/her work and shall place and dispose of the materials being used as not to interfere with the operations of the other Contractors within the limits of the same project. He/she shall join his/her work with that of the other in an acceptable manner and shall perform it in proper sequence in coordination with others.

3.02 CONSTRUCTION LAYOUT AND STAKES

- A. The Contractor will be required to furnish all lines, grades, and measurements from the control points necessary for the proper execution of the control of work contracted under these Specifications.
- B. Construction Staking and Layout includes but is not limited to:
 - 1. Clearing limits perimeter staking
- C. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.
- D. Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the RPR without additional cost to the Owner.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

- A. All work specified in this Section shall be paid for at the contract lump sum price as shown below. The contract price must be full compensation for all labor, materials, tools, equipment, and all other incidentals necessary to complete the work.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
01900.1	Project Survey and Stakeout	Lump Sum (L.S.)

END OF SECTION 01900

SECTION 02230 – CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions and Special Provisions apply to the work specified in this Section. This Section must be in accordance with FAA Specification Item P-151: Clearing and Grubbing, as included as an attachment to this Section.

1.02 DESCRIPTION OF WORK

- A. This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

- A. Execution must be in accordance with FAA Specification Item P-151: Clearing and Grubbing.
- B. Clearing of trees more than 15 feet tall shall not occur between June 1 and September 15 without prior consultation with the Department of Forestry and Wildlife (DOFAW) and U.S. Fish and Wildlife Service (USFWS).
- C. Stockpile all vegetative material removed by clearing as shown on the plans.

PART 4 – MEASUREMENT AND PAYMENT

4.01. METHOD OF MEASUREMENT

- A. The quantities of clearing as shown by the limits on the plans shall be the number of acres or fractions thereof, of land specifically cleared.

4.02. BASIS OF PAYMENT

- A. Payment shall be made at the contract unit price per acre or fractions thereof for clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
02230.1	Clearing	Acre
02230.2	Stockpiling	Lump Sum

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared shall be staked on the ground by the Contractor, as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All vegetative materials removed by clearing shall be stockpiled as shown on the plans.

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. Cleared tree and vegetative material shall be chipped on site. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut 3" above the original ground surface. The grubbing of stumps and roots will not be required.

151-2.3 Clearing and grubbing. Not Used

END OF ITEM P-151

SECTION 02280 – STOCKPILE LINER

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions and Special Provisions apply to the work specified in this Section.

1.02 DESCRIPTION OF WORK

- A. This item shall consist of stockpile liner used for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

1.03 SUBMITTALS

- A. Submit in accordance with Section 01300 – Submittals.
- B. Product Data sheet for materials.

PART 2 – PRODUCTS

2.01 MATERIAL REQUIREMENTS

- A. Top Liner
 - a. Thickness: 12 mil
 - b. Material: Polyethylene sheeting
 - c. Other Requirements: UV resistant
- B. Bottom Liner
 - a. Thickness: 20 mil
 - b. Material: Polyethylene sheeting

PART 3 – EXECUTION

3.01 CONSTRUCTION

- A. Place bottom liner prior to placing tree cuttings on ground.
- B. Edges of the bottom liner shall fold back up and over the filter sock and stockpile base by a minimum of 3’.
- C. Place top liner to cover the stockpile. The top liner will overlap the bottom liner’s edge by at least three feet. Anchor the top liner with 60 lb.

sandbags every 5 feet spacing and on toe of slope and replace as needed.

- D. If one liner does not cover the entire stockpile, liners shall be welded or sewn together with a minimum 2" overlap.
- E. Stockpiles will be completely covered and weighted during hours of inactivity including during project construction (e.g., evenings and weekends).

PART 4 – MEASUREMENT AND PAYMENT

4.01. BASIS OF MEASUREMENT AND PAYMENT

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

REQUIREMENTS OF CHAPTER 104, HRS
WAGES AND HOURS OF EMPLOYEE ON PUBLIC WORKS LAW

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes(HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and

the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
 - **Suspension** from doing any new work on any public work of a governmental contracting agency for three years.
 - A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
 - **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:



- Oahu (Wage Standards Division)(808) 586-8777
- Hawaii Island(808) 974-6464
- Maui and Kauai(808) 243-5322

PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

PROJECT: RSA CLEARING
KALAELOA AIRPORT
KAPOLEI, OAHU, HAWAII

PROJECT NO.: State Project No. CO4422-33

COMPLETION TIME: All work under this contract must be completed within FIFTY ONE (51) Calendar days from the date indicated in the Notice to Proceed from the Department.

LIQUIDATED DAMAGES: TEN THOUSAND DOLLARS (\$10,000) per calendar day for failure to complete the project within FIFTY ONE (51) calendar days from the date indicated in the Notice to Proceed from the State.

TEN THOUSAND DOLLARS (\$10,000.00) per hour for delay in re-opening the runway when an overnight closure is required. Charges shall be prorated but rounded up to the next 15 minute increment.

FIVE THOUSAND DOLLARS (\$5,000.00) per hour for delay in re-opening the taxiway when a closure is required. Charges shall be prorated but rounded up to the next 15 minute increment.

PROJECT MANAGER: Eddie Chiu
Department of Transportation Airports Division
Daniel K. Inouye International Airport
400 Rodgers Boulevard, Suite 700
Honolulu, Hawaii 96819-1880
Email: eddie.k.chiu@hawaii.gov
Phone: (808) 838-8827
Fax: (808) 838-8751

ELECTRONIC SUBMITTAL: The bidder shall submit the proposal in HlePRO. The proposal shall be UPLOADED to HlePRO prior to the bid opening date and time. **Failure to upload the Proposal into HlePRO shall be grounds for rejection of the bid.** See SPECIAL PROVISIONS - 2.8 PREPARATION AND DELIVERY OF BID - for additional information.

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Department of Transportation, Air and Water Transportation Facilities Division General Provisions for Construction Projects dated 2016, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

(Fill in other acceptable security.)

The undersigned Bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder, has listed the name of each person or firm, who will be engaged by the Bidder on the project as a Subcontractor or Joint Contractor and the nature of work to be done by each. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

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

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

("None" or if left blank indicates no Subcontractor or Joint Contractor; if more space is needed, attach additional sheets.)

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder (Company Name)

By _____
Authorized Signature

Print Name and Title

Business Address

Business Telephone Email

Date

Contact Person (If different from above)

Phone: _____ Email: _____

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If Bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If Bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PREFERENCES

Bidders agree that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII PRODUCTS PREFERENCE

In accordance with ACT 174, SLH 2022, effective June 27, 2022, Hawaii Products Preference shall not apply to solicitations for public works construction. Therefore, the Hawaii Products Preference shall not apply to this project.

B. APPRENTICESHIP PROGRAMS PREFERENCE

In accordance with ACT 17, SLH 2009 – Apprenticeship Program, a 5% bid adjustment for bidders that are parties to apprenticeship agreements pursuant to Hawaii Revised Statutes (HRS) Section 103-55.6 may be applied to the bidder's price for evaluation purposes.

Any bidder seeking this preference must be a party to an apprenticeship agreement registered with the Department of Labor and Industrial Relations at the time the offer is made for each apprenticeable trade the bidder will employ to construct the public works projects for which the offer is being made.

The bidder is responsible for complying with all submission requirements for registration of its apprenticeship program before requesting the preference.

() Yes, I wish to be considered for the Apprenticeship Programs Preference. I have included Certification Form(s) 1 with my bid.

C. RECYCLED PRODUCT PREFERENCE

Recycled product preference shall not apply to this proposal.

**RSA CLEARING
KALAELOA AIRPORT
KAPOLEI, OAHU, HAWAII
STATE PROJECT NO. CO4422-33**

PROPOSAL SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total
01561.1	Construction Site Runoff Control Program	L.S.	L.S.	L.S.	\$ _____
01562.1	Management of Contaminated Medias	ALLOW	ALLOW	ALLOW	\$ 50,000
01565.1	Posting of Security Guards	ALLOW	ALLOW	ALLOW	\$ 5,000
01700.1	Mobilization (Not to exceed 6% of the sum of all items, excluding this item and all allowances)	L.S.	L.S.	L.S.	\$ _____
01900.1	Project Survey and Stakeout	L.S.	L.S.	L.S.	\$ _____
02230.1	Clearing	4.2	Acre	\$ _____	\$ _____
02230.2	Stockpiling	L.S.	L.S.	L.S.	\$ _____
TOTAL AMOUNT FOR COMPARISON OF BIDS					\$ _____

The prices bid herein shall include all labor, materials, equipment, and incidentals necessary to construct all items in place, including installation and testing of equipment, complete and ready for operation, all in accordance with the plans and specifications.

Notes:

1. Bid shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS will be used to determine the lowest responsible bidder.
3. Bidders shall complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.
4. If a discrepancy occurs between unit price and the total in said bid, the unit price shall prevail.
5. The State reserves the right to reject any or all Bids and to waive any defects in said Bids in the best interest of the State.
6. Submission of a Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
7. The bidder's attention is directed to Section 2.11 – BID SECURITY and Section 2.24 – REQUIREMENTS OF CONTRACT BONDS of the "General Provisions".
8. Bidders shall be paid for actual work performed as directed by the Engineer for allowance items. Bidder will not be paid overhead and profit for unused allowance funds.
9. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.

10. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for the project, then the State reserves the right to negotiate with the lowest, responsive, responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes (HRS), to further reduce the scope of work and award a contract thereafter.
11. The bidder shall submit the proposal in HiePRO. The proposal shall be UPLOADED to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink) proposal documents are not required to be submitted. The award will be made based on proposals uploaded in HiePRO. Any and all other additional documents explicitly designated and labeled as CONFIDENTIAL OR PROPRIETARY shall be UPLOADED SEPARATELY to HiePRO. **Failure to upload the Proposal into HiePRO shall be grounds for rejection of the bid.** If there is a conflict between this specification and its HiePRO solicitation, the specifications shall govern and control unless otherwise specified.

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto _____

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for _____

(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

Signature

Title

(Seal) _____
Name of Surety

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

SAMPLE FORMS

CONTRACT

THIS AGREEMENT, made this day of _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATION», whose business/post office address is «ADDRESS», hereinafter referred to as CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT_NAME_AND_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS (\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---DOLLARS (\$«BASIC_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA_NUMERIC») is hereby provided for extra work.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

(Seal)

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____ DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Oblige in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____ *(State/County entity)*

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____ DOLLARS \$ _____),
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to _____
Description: _____;
- Certificate of Deposit**, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Cashier's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Teller's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Treasurer's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Official Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Certified Check** No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

The Condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Oblige, in the amount of _____

_____ Dollars (\$_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed Contract with the Oblige on _____ for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount
_____ DOLLARS (\$ _____)
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- Legal Tender;
- Share Certificate unconditionally assigned to or made payable at sight to _____
Description: _____
- Certificate of Deposit, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Cashier's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Teller's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Treasurer's Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Official Check No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;
- Certified Check No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond..

Signed this _____ day of _____, _____.

(Seal) _____

Name of Contractor

Signature*

Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20__.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____

**PROVISIONS TO BE INCLUDED IN
CONSTRUCTION PROCUREMENT SOLICITATIONS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under 103D, HRS.
 - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in Section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
 - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011--Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2011.

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

Notary Name: _____

Doc. Description: _____

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

Notary Signature

Date

NOTARY CERTIFICATION