

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS**

SPECIFICATIONS AND PROPOSAL

FOR

CHAIN LINK FENCE MAINTENANCE AND REPAIR

AT VARIOUS OAHU DISTRICT AIRPORTS

OAHU, HAWAII

PROJECT NO. BO1330-73R, BO2322-73R, BO4324-73R

2023

NOTICE TO BIDDERS
(Chapter 103D, HRS)

SEALED BIDS for CHAIN LINK FENCE MAINTENANCE AND REPAIR AT VARIOUS OAHU DISTRICT AIRPORTS, OAHU, HAWAII, STATE PROJECT NOS. BO1330-73R, BO2322-73R, BO4324-73R, will begin as advertised in HiePRO. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on registering: <https://hiepro.ehawaii.gov/welcome.html>.

Plans, specifications, proposal, and other documents designated or incorporated by reference shall be available in HiePRO.

DEADLINE TO SUBMIT BIDS is **September 29, 2023**, at 2:00 p.m. Hawaii Standard Time. **Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUND FOR REJECTION OF THE BID.**

The scope of work consists of chain link fence repair and replacement on an “as-needed” basis at various Oahu District Airports as directed by the Department of Transportation. The estimated cost of construction is \$ 450,000.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A" or Specialty Contractors "C-32" license **at the time of bidding**.

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

All Request for Information (RFI) questions and substitution requests shall be submitted via HlePRO **no later than fourteen (14) calendar days** before bid opening. RFI questions received after the stated deadline will not be addressed. Verbal RFIs will not receive a response. All responses to RFI questions shall be issued by formal addendum and posted in HlePRO.

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

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.

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.

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. Gary Kam, our Airports State Project Manager, at (808) 834-6091 or by email at gary.yt.kam@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
Deputy Director of Transportation for Airports

Posted on HiePRO: August 30, 2023

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- Sample Contract
- Performance Bond (Surety)
- Performance Bond
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- Chapter 104, HRS Compliance Certificate
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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
HONOLULU, HAWAII

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

1.3 DEFINITIONS

1. Section 1.3 Definitions: The definition for “Subcontractor” is amended by deleting it and replacing it with the following:

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

2. Add the following to 1.3 Definitions.

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

“PROPOSAL (OR BID) - The offer of a Bidder, on the prescribed HDOT form, to perform the work and to furnish the labor and materials at the prices quoted.”

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 and also posted as a question in HIePRO under the question/answer tab referencing the email with the request. The request must be posted in HIePRO no later than fourteen (14) calendar days before the bid opening date.”

2. The first sentence in the second paragraph (line 154 to 156) shall be replaced with the following:

“It shall be the responsibility of the bidder to submit sufficient evidence based upon which a determination can be made by the Department that the alternate brand is a qualified equivalent.”

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

“Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.

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

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

2.11 BID SECURITY is amended by deleting (a) and replacing it with:

“(a) Unless directed otherwise in the invitation for bids, each bid shall be accompanied by bid security which is intended to protect the Department against the failure or refusal of a bidder to execute the contract for the work bid or to supply the required performance and payment bonds. In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the proposal guaranty required shall be in the following amount.

Proposal Guaranty - \$22,500.00

Bid security shall be in one of the following forms:

- (1) A deposit of legal tender;
- (2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii; 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

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 replacing with the following:

“2.12 PRE-OPENING MODIFICATION OF WITHDRAWAL OF BIDS. A bidder may withdraw or modify a proposal after the bidder submits the proposal in HlePRO. Withdrawal or modification 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.

2.24 REQUIREMENT FOR CONTRACT BOND – shall be amended as follows:

Replace paragraph (c) with the following:

“(c) In as much as the contract to be executed is a price-term, open-end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the performance and payment bond amounts required for the work shall be as follows:

	<u>Bond Amount</u>
Performance and Payment Bond	\$450,000.00”

4.1 INTENT OF CONTRACT, DUTY OF CONTRACTOR - is amended as follows:

“This Contract shall cover chain link fence replacement and repairs required to maintain the airfield security at all times. The Contractor will be required to respond to a repair request within 24 hours of notification. Contractor may be notified of necessary work and be scheduled to begin repairs in 24 hours.

Repairs to chain link fence will be made through purchase orders placed with the Contractor during the contract period for which payment will be based on the quantities placed and the unit bid prices in the proposal schedule which prices shall

include payment for all materials, equipment, tools, labor, and incidentals necessary to complete the fence repair. Payment will be made for the actual work completed.”

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.”

4.14 CONTRACT TO BE OPEN-END – is hereby added to the General Provisions:

“The Contractor shall perform the State-prescribed work on an “as needed” basis as called for in these Specifications and at the applicable unit bid prices bid during the contract term. The unit bid price indicated by the Contractor shall be applicable and binding under the terms of this contract.”

7.21 PUBLIC CONVENIENCE AND SAFETY - is hereby added to 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 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 Security Manager’s office prior to gate assignment.”

8.8 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK OR PORTIONS OF THE WORK ON TIME – shall be amended as follows:

Add the following after the last paragraph:

“(d) Liquidated damages will be assessed upon delay of the start of the scheduled work at \$1,500.00 per day.”

8.20 LIMITATION OF OPERATIONS: is hereby added to 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 directed. 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,
- AC 150/5340-1L Standards for Airport Markings
- AC 150/5370-2G Operational Safety on Airports During Construction,
- 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 the 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 the General Provisions:

"The Contractor shall conform with the 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 not 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 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. Specifically name the State of Hawaii as additionally insured.
5. 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 yellow "X" markings (constructed of material such as fabric or plywood or other acceptable material) 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 1J, Marking of Paved Areas on Airport; AC 150/5370- 2E, 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.”

9.8 PROGRESS PAYMENTS- is hereby amended to read as follows:

“The State shall pay for the work performed under this contract at the unit prices set forth in the accepted proposal schedule, but not more than such sum as is actually earned according to the State’s determination of the actual quantities of work performed by the Contractor.

Payment shall be based upon the Contractor’s invoice for the type and amount of work performed, and if necessary, adjusted to account for liquidated damages.

The Contractor shall forward the original invoice and three (3) copies, all marked “INVOICE”, to the State Project Manager for processing.

Payment shall be made by Purchase Order and/or Master Card (Purchase Card, “Pcard”) issued by the Oahu District Manager, during the term of this contract since section 103D-309, Hawaii Revised Statutes, as amended, does not require the State of Hawaii Comptroller’s certificate for price-term, open-end, or requirements contracts under the total amount to be paid to the Contractor cannot be accurately estimated at the time the contract is awarded.”

- END OF SECTION -

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

SPECIFICATION

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/>

DIVISION 1 – GENERAL REQUIREMENTS
SECTION 01000 – DESCRIPTION OF WORK

PART 1 - GENERAL

1.1 GENERAL – All work is subject to the requirements of the General Provisions and these Technical Provisions. Where the requirements of the General Provisions differ from the requirements of these Technical Provisions, the requirements of these Technical Provisions take precedence over the corresponding conflicting requirements of the General.

1.2 LAWS TO BE OBSERVED – The Contractor shall at all times observe and comply with all Federal, State, City and County laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies of tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State and all its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders or decrees, whether such violation is committed by the Contractor or his subcontractor or the employees of either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decree, the Contractor shall forthwith report the same to the Airport Project Manager in writing.

1.3 PERMITS, LICENSE AND TAXES – The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1.4 PUBLIC CONVENIENCE AND SAFETY

- A. The Contractor shall at all times conduct his work to assure that least possible obstruction to public traffic. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor.
- B. The Contractor shall take all necessary precautions to protect all his workmen and all other personnel from injuries. The rules and regulations promulgated by the Occupational Safety and Health Acts (OSHA) are note physically included herein but included by reference and are applicable and made a part of these specifications.

- 1.5 PROTECTION AND RESTORATION OF PROPERTY – The Contractor shall be responsible for the preservation of all public and private property.
- A. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or due to defective work or materials.
 - B. When or where any direct or indirect damage or injury is done to the public or private property by or on account of any act, omission, neglect, or misconduct of the Contractor, his employees or agents, the Contractor shall, at his own expense, restore, repair, or rebuild such property to a condition similar or equal to that existing before such damage or injury was done or make restitution in an acceptable manner.
- 1.6 INSURANCE – The Contractor shall be required to have insurance for this contract in accordance with the General Provisions Section 7.1 and Special Provisions Section 8.21 when working within the AOA.
- 1.7 TERM OF CONTRACT – The term of this contract shall be 12-months beginning from the date indicated in the Notice to Proceed from the State, unless extended by mutual agreement between both parties.
- 1.8 OPTION TO EXTEND TERM – Subject to the availability of State funds, this contract may be extended for an additional three (3) 12-month period at the option of the State, provided:
- A. The option to extend is exercised by the State not less than thirty (30) days prior to the expiration of the term of the contract, as the same may be extended from time to time.
 - B. The term, including extensions, shall not exceed forty-eight (48) months.
 - C. Payment to the Contractor for each of the additional term is based on the unit bid prices listed in the Proposal Schedule of the original contract with no adjustments.

The Contractor is advised that a contract similar in all essentials to this contract may be advertised for bids by the State so that bids will be received prior to thirty (30) days before the expiration of the term of the contract. The Contractor may submit a bid in response to any such advertisement for bids upon compliance with the applicable requirements.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

- 3.1 WORK SCHEDULE AND HOURS – Work shall be performed Monday to Friday excluding State Holidays. Work hours shall be 6:00 AM to 2:30 PM daily unless otherwise agreed upon with the State Project Manager.
- 3.2 LIQUIDATED DAMAGES – Liquidated Damages of \$1,500.00 per calendar day shall be assessed upon the failure to begin the work within the specified time frame agreed upon by Contractor and State Project Manager.
- 3.3 COORDINATION OF WORK – All work shall be coordinated with the State Project Manager and the Airport’s Parking Lot concession operator.
- 3.4 INSPECTION – All work is subject to inspection by the State.
- 3.5 PARKING FOR WORK – Due to limited parking at the Airport, employee parking will not be provided for the work. Arrangements will be made for marked Contractor vehicles at the jobsite only. Monthly paid parking may be available for Contractor employees through the Airport Parking concession at the present rate of \$175.00 per month (subject to change).

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 PAYMENT - All work of this section shall be considered incidental to the work unless specified within the Proposal Schedule.

-- END OF SECTION --

SECTION 01100 – REQUIREMENT FOR CONTRACTORS ON THE AOA

PART 1 – GENERAL

1.1 DESCRIPTION

- (A) Purpose - To ensure public and worker safety on this project while working on the AOA, the Contractor shall comply with any requirement in this section when required by the Airport Manager. Failure to comply with any Airport Manager requirement may result in contract termination without compensation. All penalties or fines resulting from violations due to improper activity, inattention, or failure to comply with required airport procedures; shall be borne by the Contractor.

1.2 AOA SECURITY REQUIREMENTS

- A) AOA Badges – Shall only be issued to people that apply through the Airport Security Office, and complete all of the finger printing requirements.
- 1) All people accessing the AOA must possess an AOA Badge with unescorted access. AOA temporary escort badges will only be issued when the State deems an emergency situation requires their use.
- B) AOA Access Points – The Contractor will be assigned only on access point for each work phase and shall ensure that all of their personnel, vehicles, and equipment enter and exit the AOA only through the assigned access point.
- 1) 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.
- C) AOA Access Gates – Should the Contractor’s assigned AOA access point be through an unguarded access gate, and their construction operations require opening and closing the access gate twice per workday, the Contractor shall be responsible for the following:
- 1) Contact the Airport Security Office to schedule opening the security gate prior to the schedule work day. Gate access is restricted and controlled by Airport Security on order by TSA.
 - 2) Hire Airport Security as gate guards if required. Each gate guard shall possess the following expertise.

- a. Familiarity with all of the AOA security access clearance requirements.
 - b. Knowledge related to AOA access badge, AOA vehicle decal, and airport vehicle operator requirements.
 - c. A communication device and specific instructions to call for assistance whenever problems occur.
- 3) Proper control of the AOA access gate in accordance with all required airport security procedures.
 - 4) Close the AOA access gate during prolonged periods of inactivity; and close and lock access gate whenever the AOA access gate is not in use or is unattended.

1.3 AOA OPERATIONAL SAFETY REQUIREMENTS

The Contractor is responsible for all of their movements on the AOA. Should the State deem that a driver is failing to perform their duties, that driver may be terminated, or suspended and required to undergo additional training.

- A) AOA Communication Devices – The Contractor shall have at least two people on the AOA possessing and continuously monitoring the following fully charged communication devices:
 - 1) A two-way radio capable of communicating on frequencies for Daniel K. Inouye International Airport 118.1 (Tower), 121.8 (State Ramp Control) and 121.9 (Ground Control);
 - 2) A cellular telephone with a listing of all required emergency contact numbers.
- B) AOA Travel Routes – The Contractor will be assigned only on travel route per work area, and shall ensure that all of their personnel, vehicles and equipment traverse the AOA only along the assigned travel route.

If the State deems an emergency situation has rendered the assigned travel route unusable, the Contractor will be assigned a temporary travel route for the remaining workday.

- 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 shall be authorized, possessing:

- 1) An AOA vehicle decal obtained from the Airport Security Office and displayed on the driver's side front bumper. AOA temporary vehicle decals will only be issued when the State deems an emergency situation requires their use; and,
 - 2) Insurance coverage as required by Section 7.1 of the General Provisions, and further amended by the Special Provisions and Section 8.21 Operation of Contractor's Motor Vehicle And Personnel in Restricted Air Operations and Movement Area of the Airports Division Supplement to Special Provisions.
- D) Vehicle and Equipment Requirements on the AOA – Each vehicle and driven piece of equipment shall possess the following when operating or staging in the AOA.
- 1) Operations occurring at night, or during periods of poor visibility, shall require a Flashing Amber Beacon mounted atop each vehicle/equipment's highest point.
 - 2) Daylight operations with clear visibility, shall 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 shall be at least a 3 feet square with a checker pattern of international orange and white squares that are at least 1 foot on each side).
 - 3) Two placards shall be on both sides of each vehicle or equipment at all times to identify the vehicle or equipment owner. (Placards shall contain the company name in letters at least 4" tall, or 6" minimum-sized company logo).
 - 4) All additional equipment marking, lighting and positioning that may be required by the FAA.
- E) AOA Drivers – All people operating a vehicle or any driven piece of equipment on the AOA shall possess the following license, permit, and expertise:
- 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 TWSA's;
 - b) All AOA Markings, Lighting, and Signage;
 - c) The Need for Control of FOD;
 - d) All AOA Equipment for Aircraft;
 - 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.
- F) Airport Vehicle Operator's Permit – Shall 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.
- G) AOA Traffic Control – The Contractor shall furnish and provide the following traffic control devices as needed:
- 1) Runway Lighted X's – Whenever working within an RSA.
 - 2) Low-Profile Barricades – Shall be any one of the following (however, if option a or b is selected, the Contractor shall be responsible for water-filling and emptying these types of barricades as part of their contracted work):
 - a) Neubert Aero Corporation's reusable Airport Low-Profile Barricade, Model No. NAC-PC 2410 with at least one battery powered red barricade light; or approved equal; or
 - b) Multi-Barrier Safety Barricade, Model No. AR-10x96 with at least one Multi-Barrier 360° solar-powered light; or approved equal.
 - 3) AOA FOD Control – The Contractor shall keep all Work Areas, AOA Travel Routes, and all adjacent areas clean at all times. Unless otherwise directed by the Airport Manager, the Contractor shall properly haul and dispose all removed pavement materials and collected debris to a site off the Airport. The State will notify the Contractor to perform remedial cleaning whenever their FOD Control Operations are unsatisfactory. Upon notification, the Contractor shall be at the jobsite ready to perform remedial cleaning within an hour. Notification by telephone will be deemed as official.

H) Airport Staging Areas – The Contractor shall only stage its vehicles and equipment at State approved areas. No vehicle/equipment shall park within 4 feet of a security fence. Demarcation of the staging area shall be as follows:

- 1) Weighted Lighted Barricades shall be placed around the staging area perimeter at a maximum of 20 feet on center; and
- 2) Yellow Barrier Tape with the words “CAUTION DO NOT ENTER” continuously printed on the tape shall be used with barricades to demarcate the staging area perimeter.

1.4 COORDINATION OF CONSTRUCTION ON THE AOA

Work on the AOA requires Runway and Taxiway closures that demand proper notification to numerous agencies responsible for public safety; hence, the Contractor shall only cancel work through the Airport 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 will be cancelled. The Contractor shall reimburse the State \$5,000.00 per day for every cancellation the State deems unjustified. The reimbursement is to compensate the State for all unnecessary costs related to canceling existing and coordinating new closure inclusive of claims from other contract work piggy backing over the scheduled closure.

1.5 CONSTRUCTION LIGHTING REQUIREMENTS

Should any part of the work area lack sufficient sunlight, the Contractor shall provide sufficient artificial lighting to permit the work and inspection to be carried out efficiently, thoroughly, safely, and satisfactorily. Work and inspections shall not be performed with only flashlights and/or vehicle/equipment headlights. All lights shall be positioned so they do not blind aircraft pilots, or FAA-ATCT controllers. All wiring for electrical lights and power shall be properly installed, maintained, securely fastened and kept as far as possible from telephone and signal wires.

1.6 ENVIRONMENTAL AND HEALTH REQUIREMENTS

The Contractor shall 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 shall not be drawing from a tap lacking a reduced pressure principle backflow prevention device. Water valves shall be gates only and shall be opened and closed so that water hammers are not produced. The Contractor shall furnish and install this type of equipment, as well as all fittings, appurtenances and bracings needed for the proper installation; and the Contractor shall remove all devices upon completion of their work.
- B) Waste Disposal – Shall be performed properly. Materials shall not be burned, and construction wastes shall 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.
- D) Vehicle/Equipment Leaks and Material Spills – Shall be handled by the following five-step process, and pertains to all fluids other than potable water.
 - 1) All leaked or spilled fluids shall immediately be kept from entering the Airport storm water and sewer systems.
 - 2) All fluid leaks or spills shall 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 shall be properly cleaned and restored.
 - 4) Dispose all wastes per Section 1.6 (B), above.
 - 5) Submit proper documentation to the State showing that all leaks or spills were properly cleaned and disposed.
- E) Dust Control – Is required during all interior and exterior construction operations.

1.7 OTHER REQUIREMENTS

The Contractor shall also comply with the following requirements should they arise.

- A) Any new TSA security requirements.
- 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.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

PART 4 MEASUREMENT AND PAYMENT

4.1 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 prices bid for the various items of work in the 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. State of Hawaii, Department of Health, Administrative Rules, Chapter 59, AMBIENT AIR QUALITY, Chapter 60.1, AIR POLLUTION CONTROL.
- C. State of Hawaii, Department of Health, Administrative Rules, Chapter 42, VEHICULAR NOISE CONTROL.
- D. State of Hawaii, Department of Health, Administrative Rules, Chapter 46, COMMUNITY NOISE CONTROL.
- E. 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.
- F. 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.
- G. State of Hawaii, Department of Health, Title 11, Chapter 501, Asbestos Requirements.
- H. 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. Stockpiles 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.

- (C) 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.

- (D) 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.

- (E) 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.

- (F) 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.

- (G) 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.

- (H) 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 AND 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

DIVISION 5 - METALS
SECTION 05200 – CHAIN LINK FENCE

PART 1 – GENERAL

1.1 DESCRIPTION

- (A) Scope of Work - Contract to be performed on an “Open-end” basis for the maintenance of the Airport security fencing. The Contractor shall replace existing chain link fencing with new six feet or eight feet galvanized chain link fence at the contract unit prices in accordance to the typical fence details (Exhibit A) and specifications (Exhibit C). All gates shall be constructed in accordance to the typical gate details (Exhibit B) and specifications (Exhibit C). Exact locations of work will be determined on an as needed basis.

Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to perform the fence line work specified by these specifications. Including demolition and disposal of existing fence.

Work will be based upon the length of fence line within a **Jobsite Area**. The Contractor will be paid according to the appropriate bid unit price schedule for the Jobsite Area. Gate lengths shall be included in determining the Jobsite Area length.

- (B) Contractor License Requirements - Contractor shall possess a valid General Engineering “A” or Specialty “C-32” Ornamental, Guardrail, and Fencing Contractor’s License issued by the State of Hawaii at time of bidding.
- (C) Work in Airport Operations Area (AOA) – The Contractor shall obtain all necessary vehicle decals and personnel badging for work within the AOA area as specified in Section 01100, including the required insurance coverage to perform work within the Airport Operation Area (AOA) as specified in the Special Provisions. All costs and work necessary to obtain required clearances shall be incidental to the project.
- (D) Scheduling of Work – Upon notification by the Project Manager, the Contractor shall respond to work request within 24 hours of notification. The Contractor and the Project Manager shall agree on a project work schedule which may be scheduled to begin 48 hours from the date and time of notification.
- (E) After-Hours Work – Work specified by the Project Manager outside of normal working hours of Monday through Friday, 7:00 am to 3:30 pm or on State Holidays shall be compensated at the After-Hours rate established in the Proposal. Payment shall be paid on the number of manhours worked outside of

normal working hours and shall be full compensation for all labor and costs for After-Hours work. After-Hours work shall be verified through the Project certified payroll.

- (F) The Contractor shall examine all work areas to confirm existing conditions. Should the Contractor find any condition that would prevent or delay the work, he shall immediately notify the Project Manager.
- (G) The Contractor shall maintain a supply of 150 Lineal feet of 6' fencing materials for emergency airport use.

PART 2 PRODUCTS

2.1 MATERIALS shall conform to the requirements for zinc coated steel chain link fences in FAA AC 150/5370-10H or latest revision thereof as specified herein.

- (A) Chain Link Fabric shall be woven with a 9-guage galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A392, Class 2.
- (B) Barbed Wire shall be 2 strand 12-1/2 gauge zinc coated wire with 4 point barbs and shall conform to the requirements of ASTM A121, Class 3 Chain Link Fence Grade.
- (C) Posts, rails and braces shall conform to the requirements of ASTM F1043 or ASTM F1083. Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Posts, rails and bracing pipe shall be as specified below:

Description	6' Chain Link Fence	8' Chain Link Fence
Corner, End, & Pull Posts	2.375" O.D. Schedule 40 Galv. Steel Pipe	2.875 O.D. Schedule 40 Galv. Steel Pipe
Line Posts	1.90" O.D. Schedule 40 Galv. Steel Pipe	2.375" O.D. Schedule 40 Galv. Steel Pipe
Top, Bottom and Brace Rails	1.66" O.D. Schedule 40 Galv. Steel Pipe	1.66" O.D. Schedule 40 Galv. Steel Pipe

- (D) Gates frames shall consist of galvanized steel pipe and shall conform to the specifications for Section 2.1 (C) above. Gate frames shall be mitered and welded at corners.

Gate latch, flush plate, drop rod assembly, gate keeper and all other hardware shall be installed with the gates and shall be considered incidental to the gate assembly. Gate posts sizing and hardware shall be as shown on the typical detail (Exhibit B).

- (E) Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating identified with the fabric type. Tension wire shall be 7 gauge marcelled steel with the same coating as the fabric type and shall conform to ASTM A824. All materials shall conform with Federal Specifications RR-F-191/4.

- (F) Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with zinc coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient herein. All steel fittings and hardware shall be protected with zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

Barbed wire assembly will be optional for 8' Tall Fence installation. If specified without barbed wire assembly, standard zinc coated steel rail caps shall be provided by the contractor at no additional costs.

- (G) Concrete shall have a minimum 28-day compressive strength of 3000 psi.

- (H) Marking. Each roll of fabric shall carry a tag showing the kind of base metal, kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal, and kind of coating.

- (I) Submittals. The Contractor shall submit material samples upon request by the project manager. Manufacturer's information and material certification shall be submitted for review and approval showing compliance to all applicable requirements. If materials are found to be unsuitable, the contractor shall be responsible for removal and replacement as necessary at no additional costs to the State.

PART 3 EXECUTION

3.1 CONSTRUCTION

- (A) General. The fence shall be constructed in accordance with the typical details (Exhibit A) and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the project manager. The new fencing shall be secured to existing fence line.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

Work upon the Airport Operations Area will require sequencing of work to provide security at all times. The Contractor shall coordinate work with the State project manager to maintain security at all times during the work.

- (B) Demolition and clearing fence line. Clearing shall consist of removal of existing fence, brush, rock, debris and other obstructions that will interfere with proper construction of the new fence. The bottom of the fence shall be placed a uniform distance above the ground, as specified in the details. All holes remaining after removal of old post shall be refilled with suitable soil gravel, or other suitable material and compacted with tampers. All debris and demolition material will be hauled off-site on a daily basis and disposed of in a manner compliant with all applicable laws and regulations.
- (C) Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the detail. Post locations shall be identified prior to installation for approval by the project manager.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped away from posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches or to the required depth. After the posts are set, the remainder of the drilled hole will be filled with concrete in the manner described above. In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation or drilling.

- (D) Installing top rails. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.
- (E) Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.
- (F) Installing fabric. The wire fabric shall be firmly attached to the posts and braced per the Typical Details. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches or less.

- (G) Best Management Practices. The Contractor shall maintain the jobsite with good housekeeping practices. Construction debris will be removed as necessary to prevent any discharge or contamination of any nearby water body or drainage system. BMPs shall be set-up prior to any ground disturbance.
 - a. Excavation of post holes shall be contained within filter sock BMPs to prevent sediment runoff.
 - b. BMP catch basin inserts and/or other appropriate BMP measures shall be installed at nearby drain inlets and catch basins.

PART 4 MEASUREMENT AND PAYMENT

4.1 BASIS OF MEASUREMENT AND PAYMENT

The work specified in this Section will be paid for at the contract unit price of the applicable payment schedule based upon Jobsite Area. Payment shall be full compensation for work prescribed in this Section and contract documents, including but not limited to, all labor, materials, tools, equipment, taxes, disposal fees and all incidentals necessary for the demolition, and construction of new fence and gates, including the installation and maintenance of BMP measures.

- A. Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
05201.1	6' Tall Fence - Chain Link Mesh, Hardware, Frame	Lineal Foot
05201.2	6' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly	Lineal Foot
05201.3	6' Tall Fence - Pull or Corner Post w/ Bracing	Each
05201.4	6' Tall Fence - Line Post	Each
05201.5	6' Tall Fence – 4' Personnel Gate (Hardware and Frame)	Each
05201.6	6' Tall Fence - 20' Vehicle Gate (Hardware and Frame)	Each
05202.1	8' Tall Fence – Chain Link Mesh, Hardware, Frame	Lineal Foot
05202.2	8' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly	Lineal Foot
05202.3	8' Tall Fence – Pull or Corner Post w/ Bracing	Each
05202.4	8' Tall Fence – Line Post	Each
05202.5	8' Tall Fence - 4' Personnel Gate (Hardware and Frame)	Each
05202.6	8' Tall Fence - 20' Vehicle Gate (Hardware and Frame)	Each
05203.1	Demolition and Disposal	Lineal Foot
05204.1	Filter Sock – BMP Measure	Lineal Foot
05204.2	Catch Basin Insert – BMP Measure	Lineal Foot
05205.1	After-Hours Manhour Rate	Hour
05206.1	Allowance for Miscellaneous Repair	Allowance

B. Invoice billing shall be as follows:

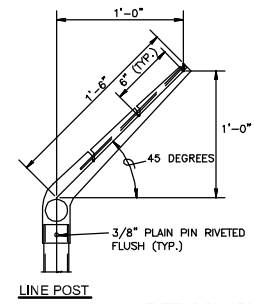
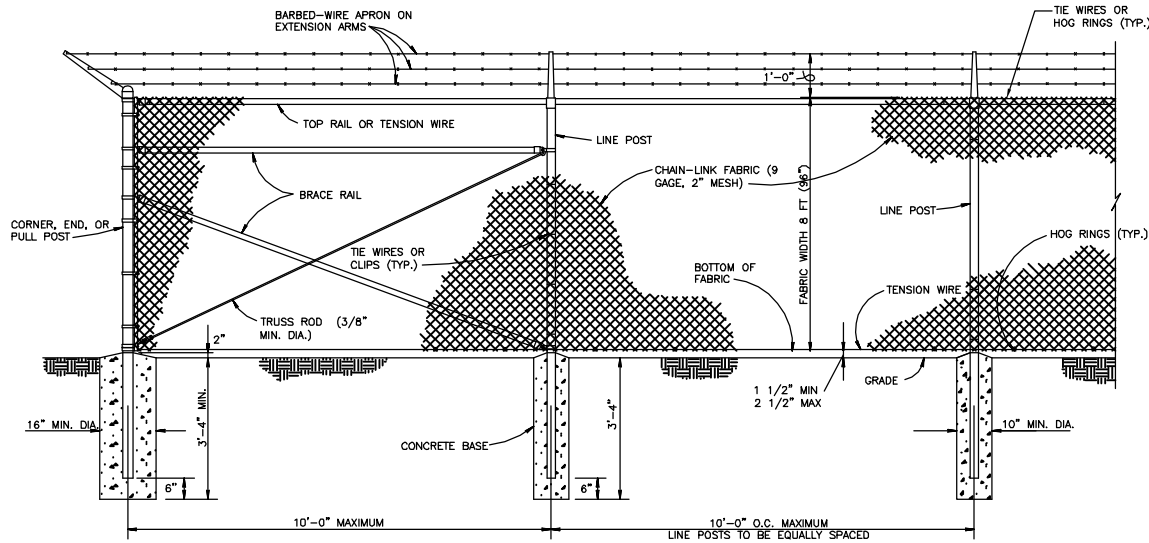
1. The billed amount to replace an existing, non-repairable or new 6' or 8' tall chain link fence with or without barbed wire, shall be fence linear feet x unit price, plus number of line posts, plus number of corner or end post needed to complete fence. Cost for fence demolition and cost of gate, will be as needed.

2. The billed amount to repair an existing 6' or 8' tall chain link fence with or without barbed wire, shall be new fence linear feet x unit price, plus number of line posts and corner or end post needed to repair fence, plus cost of fence demolition linear feet x unit price.
3. For personnel and vehicle gates, the billed amount shall be unit price, plus unit price of chain link fence type x linear feet of gate.

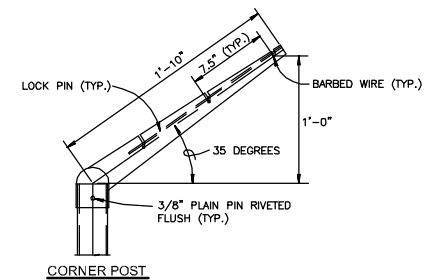
END OF SECTION

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

EXHIBITS

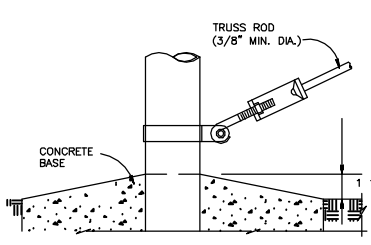


EXTENSION ARM DETAILS
NO SCALE

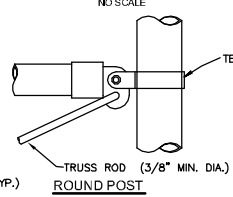


CORNER POST

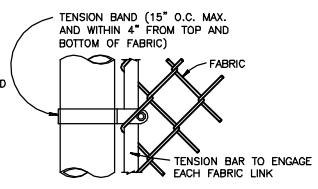
CHAIN-LINK SECURITY FENCE DETAIL



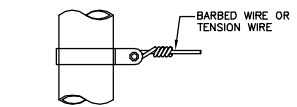
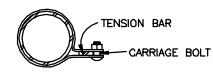
TRUSS ROD AND BAND



ROUND POST

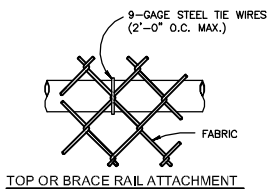


END OR GATE POST DETAIL

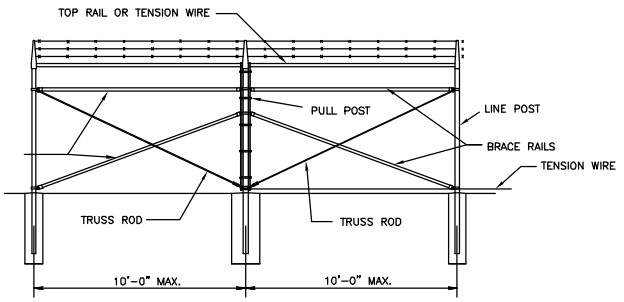


TENSION BAND DETAIL

FASTENING DETAILS



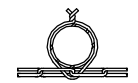
TOP OR BRACE RAIL ATTACHMENT



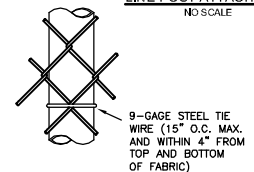
BRACE PANEL DETAIL
NO SCALE

NOTES:

1. DETAILS SHOWN ARE TO CLARIFY REQUIREMENTS AND ARE NOT INTENDED TO LIMIT OTHER TYPE OF FENCE SECTIONS AND METHODS OF INSTALLATION THE COMPLY WITH THE REQUIREMENTS.
2. WIRE TIES, RAILS, POSTS, AND BRACES SHALL BE CONSTRUCTED ON THE SECURE SIDE OF THE FENCE ALIGNMENT. CHAIN-LINK FABRIC SHALL BE PLACED ON THE SIDE OPPOSITE THE SECURE AREA.
3. REFER TO NOTES SHEET EXHIBIT C FOR ADDITIONAL SPECIFICATIONS..



LINE POST ATTACHMENTS
NO SCALE



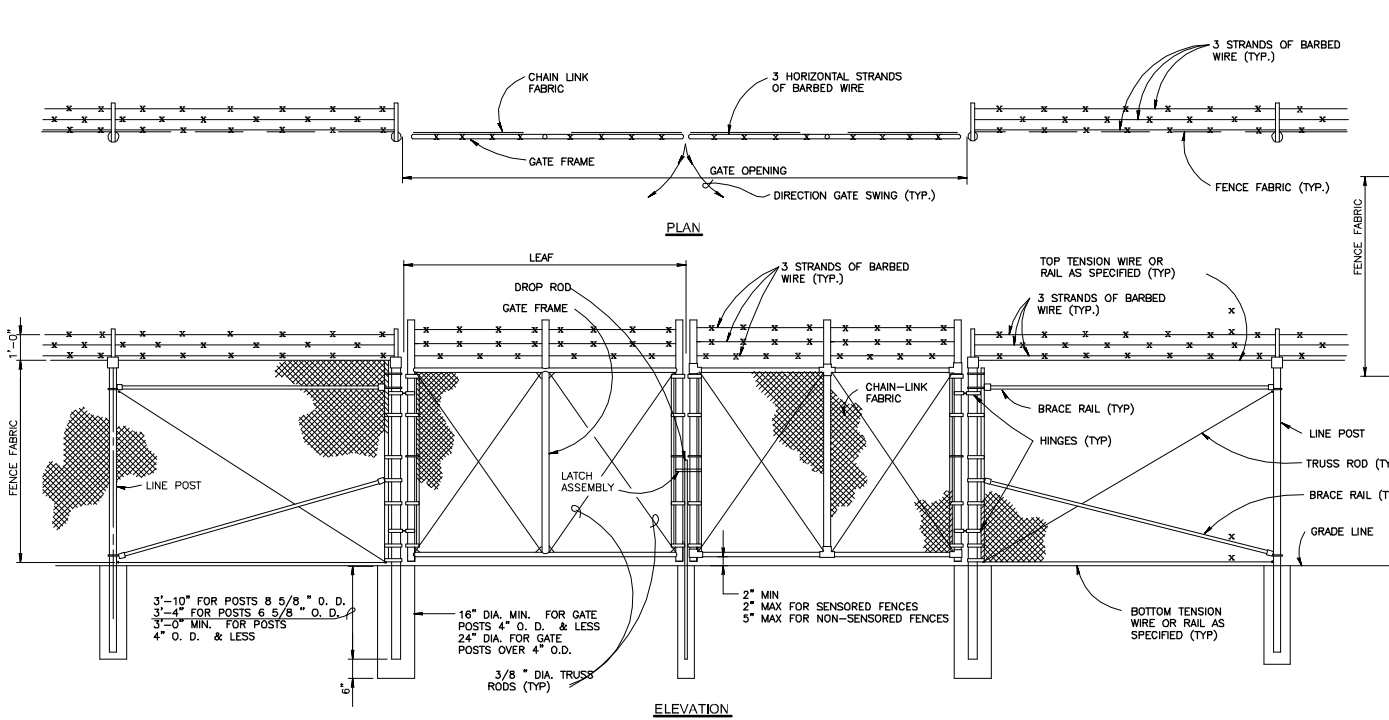
ROUND POST

CHAIN LINK FENCE REPAIR AND REPLACEMENT
AT VARIOUS OAHU DISTRICT AIRPORTS

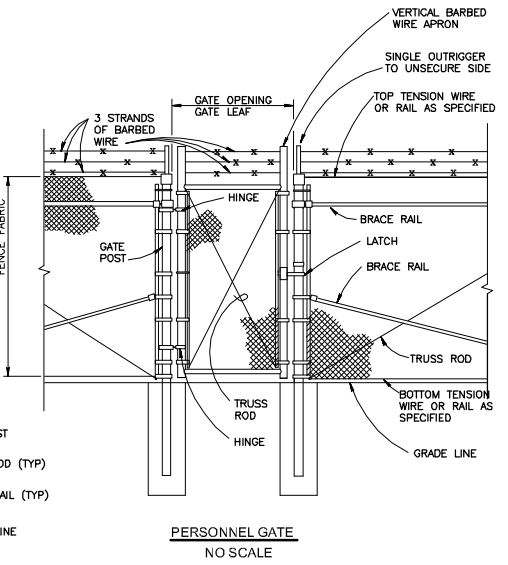
TYPICAL
BARB FENCE LINE
AND DETAILS

DESIGN: OME 10/03/2019
DRAWN BY:
APPROVED:
PROJECT NO.:

DRAWING NO:
EXHIBIT
A
SHEET 1 OF 1

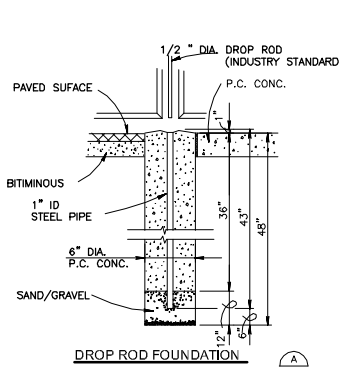


ELEVATION
DOUBLE SWING GATE
NO SCALE

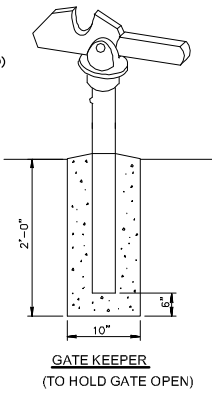


PERSONNEL GATE
NO SCALE

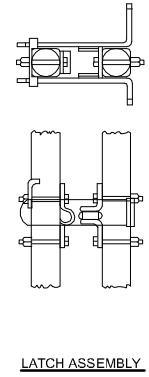
GATE POST SCHEDULE	
GATE LEAF WIDTH (NOMINAL)	OUTSIDE DIMENSION (NOMINAL)
6' OR LESS	2.875" OD 2.5" SQ
GREATER THAN 6' TO 12'	4.0" OD
GREATER THAN 12' TO 18'	6.625" OD
MORE THAN 18'	8.625" OD



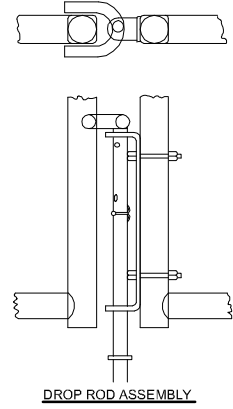
DROP ROD FOUNDATION



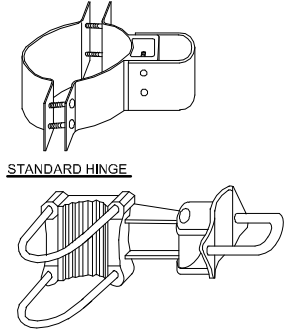
GATE KEEPER
(TO HOLD GATE OPEN)



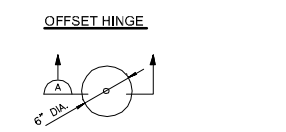
LATCH ASSEMBLY
NO SCALE



DROP ROD ASSEMBLY



STANDARD HINGE



OFFSET HINGE

- NOTES:**
- FOR NON-SENSORED FENCES, DETAILS SHOWN ARE TO CLARIFY REQUIREMENTS AND ARE NOT INTENDED TO LIMIT OTHER TYPE OF FENCE SECTIONS AND METHODS OF INSTALLATION WHICH COMPLY WITH THE SPECIFICATIONS.
 - SWING GATES SHALL BE CONSTRUCTED WITH DROP RODS, PADLOCKS, LATCH ASSEMBLY AND GATE KEEPERS EXCEPT AS NOTED.
 - ALL GATE FRAMES SHALL MEET THE MINIMUM REQUIREMENTS OF ASTM F900 1.90" NOMINAL (ROUND) OR 2.00" NOMINAL (SQUARE). GATE FRAMES SHALL BE OF WELDED CONSTRUCTION OR SHALL BE ASSEMBLED USING HEAVY FITTINGS. AT CONTRACTOR'S OPTION A WELDED HORIZONTAL BRACE MAY BE USED IN LIEU OF TRUSS RODS TO BRACE ALL-WELDED GATE FRAMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER RIGID CONSTRUCTION OF ALL GATES SUPPLIED.

CHAIN LINK FENCE REPAIR AND REPLACEMENT

AT VARIOUS OAHU DISTRICT AIRPORTS

TYPICAL
DOUBLE SWING GATE
AND PERSONNEL GATE
DETAILS

DESIGN: OME 10/03/2019
DRAWN BY:
APPROVED:
PROJECT NO.:

DRAWING NO:
EXHIBIT
B
SHEET 1 OF 1

ITEM 550

CHAIN LINK FENCE

550.1. DESCRIPTION. FURNISH, INSTALL, REMOVE, REPAIR, OR REPLACE CHAIN LINK FENCE AND GATES.

550.2. MATERIALS. BEFORE INSTALLATION OF THE CHAIN LINK FENCE, FURNISH CERTIFICATION FROM THE FENCE MATERIALS MANUFACTURER STATING THAT ALL FENCING MATERIALS COMPLY WITH THE REQUIREMENTS OF THIS ITEM. USE ONLY NEW MATERIALS.

A. GENERAL. FURNISH MATERIALS IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS. WHEREVER THE SPECIFICATIONS AND PLANS CONFLICT, THE PLANS SHALL GOVERN.

B. WIRE FABRIC. PROVIDE WIRE FABRIC WITH:

- 1. 9 GAUGE (0.148 IN. DIAMETER) STEEL WIRE WITH A MINIMUM BREAKING STRENGTH OF 1,290 LB. MEETING ASTM A 392 CLASS 2 OR ASTM A 491;
- 2. MESH SIZE OF 2 IN. ±1/8 IN. BETWEEN PARALLEL WIRES WITH AT LEAST 7 MESHES IN A VERTICAL DIMENSION OF 23 IN. ALONG THE DIAGONALS OF THE OPENINGS

3. KNUCKLED SELVAGES AT THE TOP AND BOTTOM EDGE OF THE FABRIC, UNLESS OTHERWISE SHOWN ON THE PLANS.

C. POSTS. PROVIDE POSTS OF THE SIZE AND WEIGHT SHOWN ON THE PLANS. DO NOT PROVIDE REROLLED OR OPEN-SEAM POSTS. USE MATERIAL MEETING ASTM F 1083 FOR ALL POSTS. WHEN SPECIFIED, FURNISH THIN-WALL, HIGH-STRENGTH PIPE POSTS MANUFACTURED BY COLD ROLLING USING STEEL STRIP CONFORMING TO ASTM A 1011, CS (COMMERCIAL STEEL).

D. POST CAPS. PROVIDE MALLEABLE IRON POST CAPS DESIGNED TO EXCLUDE ALL MOISTURE. IF BARBED WIRE IS SHOWN ON THE PLANS, FURNISH BARBED WIRE SUPPORT ARMS INTEGRAL WITH THE POST CAPS. IF TOP RAIL IS SHOWN ON THE PLANS, FURNISH POST CAPS WITH AN OPENING FOR THE TOP RAIL. POST CAPS MUST HAVE A 2-IN. SKIRT.

E. GATES. PROVIDE GATES FABRICATED FROM ROUND SECTIONS OF PIPE OF THE SIZE AND WEIGHT SHOWN ON THE PLANS. USE MATERIAL MEETING ASTM F 1083 FOR ALL GATE PIPES. FOR EACH GATE, INCLUDE:

- 1. CORNER AND TEE FITTINGS OF MALLEABLE IRON OR PRESSED STEEL WITH MEANS FOR ATTACHING DIAGONAL BRACING MEMBERS;
- 2. HINGES OF MALLEABLE IRON ALLOWING A FULL 180° SWING, EASILY OPERATED BY ONE PERSON;
- 3. BALL-AND-SOCKET-TYPE BOTTOM HINGES THAT DO NOT TWIST OR TURN FROM THE ACTION OF THE GATE AND PREVENT THE CLOSED GATE FROM BEING LIFTED OFF THE HINGES;
- 4. A POSITIVE STOP THAT PREVENTS ANY PORTION OF THE GATE FROM SWINGING OVER AN ADJACENT TRAFFIC LANE;
- 5. MALLEABLE IRON PULLEY SYSTEMS FOR ROLL TYPE GATE (ONLY WHEN REQUIRED);
- 6. DIAGONAL BRACES CONSISTING OF 3/8-IN.-DIAMETER CABLE WITH TURNBUCKLES, 2 TO EACH GATE FRAME, AND, FOR VEHICLE GATES, A VERTICAL PIPE BRACE OF THE SIZE AND WEIGHT SHOWN ON THE PLANS AT THE CENTER OF EACH GATE LEAF;
- 7. LATCHES OF MALLEABLE IRON OR STEEL FOR SINGLE GATES WITH A SINGLE-FORK LATCH AND PADLOCK EYE THAT WILL KEEP THE GATE CLOSED;
- 8. TWO FORK LATCHES MOUNTED ON A CENTER PLUNGER ROD WITH A PADLOCK EYE FOR DOUBLE-LEAF GATES;
- 9. HOLDBACKS FOR EACH LEAF OF VEHICULAR GATES, WITH A SEMI-AUTOMATIC HOLDBACK CATCH ANCHORED AT LEAST 12 IN. INTO A 12 IN.-DIAMETER BY 24 IN.-DEEP CONCRETE FOOTING; AND
- 10. A MALLEABLE IRON CENTER REST, DESIGNED TO RECEIVE THE PLUNGER ROD ANCHORED AS SHOWN ON THE PLANS FOR ALL DOUBLE-LEAF GATES.

F. TOP RAIL. WHEN SHOWN ON THE PLANS, PROVIDE TOP RAIL MANUFACTURED FROM 1.660 IN. OD STANDARD WEIGHT (SCHEDULE 40) STEEL PIPE WEIGHING 2.27 LB. PER FOOT OR HIGH-STRENGTH PIPE WEIGHING 1.82 LB. PER FOOT. USE MATERIAL MEETING ASTM F 1083 FOR ALL TOP RAIL PIPES. USE COUPLINGS DESIGNED TO ALLOW FOR EXPANSION OF THE TOP RAIL.

G. TENSION WIRE. USE 7 GAUGE (0.177-IN.) CARBON STEEL WIRE WITH A MINIMUM BREAKING STRENGTH OF 1,950 LB. FOR THE BOTTOM EDGE OF ALL FENCE FABRIC, AND FOR THE TOP EDGE OF FENCE FABRIC WHEN A TOP RAIL IS NOT SPECIFIED.

H. TRUSS BRACING. PROVIDE TRUSS BRACING AS SHOWN ON THE PLANS.

I. CABLES. PROVIDE 7-WIRE STRAND CABLES MANUFACTURED OF GALVANIZED ANNEALED STEEL AT LEAST 3/8 IN. IN DIAMETER.

J. BARBED WIRE. WHEN SPECIFIED ON THE PLANS, PROVIDE 3 STRANDS OF TWISTED 12.5 GAUGE BARBED WIRE WITH 2-POINT, 14 GAUGE BARBS SPACED APPROXIMATELY 5 IN. APART CONFORMING TO ASTM A 121 OR ASTM A 585.

K. BARBED WIRE SUPPORT ARMS. WHEN BARBED WIRE IS SPECIFIED ON THE PLANS, PROVIDE SUPPORT ARMS AT AN ANGLE OF 45° FROM VERTICAL, WITH CLIPS FOR ATTACHING 3 STRANDS OF BARBED WIRE TO EACH SUPPORT ARM AND SUFFICIENT STRENGTH TO SUPPORT A 200-LB. WEIGHT APPLIED AT THE OUTER STRAND.

L. STRETCHER BARS. PROVIDE STRETCHER BARS MADE OF FLAT STEEL AT LEAST 3/16 IN. BY 3/4 IN. AND NOT MORE THAN 2 IN. SHORTER THAN THE FABRIC HEIGHT. PROVIDE 1 STRETCHER BAR FOR EACH GATE AND END POST AND 2 STRETCHER BARS FOR EACH CORNER AND PULL POST.

M. GROUNDS. NA

N. MISCELLANEOUS FITTINGS AND FASTENERS. FURNISH IN SUFFICIENT QUANTITIES TO ERECT ALL FENCING MATERIALS IN A PROPER MANNER. FURNISH FITTINGS FOR POSTS FROM PRESSED OR ROLLED STEEL, FORGED STEEL, MALLEABLE IRON OR WROUGHT IRON OF GOOD COMMERCIAL QUALITY SPACED AS SHOWN ON THE PLANS.

O. COATINGS. UNLESS SPECIFIED ON THE PLANS, HOT-DIP GALVANIZE ALL MATERIALS. FABRIC, TENSION WIRE, AND BARBED WIRE MAY BE ALUMINUM-COATED OR ALLOY-COATED IF APPROVED. WHEN SHOWN ON THE PLANS, ADDITIONALLY COAT ALL MATERIAL EXCEPT BOLTS, NUTS, AND WASHERS WITH THERMALLY FUSED POLYVINYL CHLORIDE (PVC) IN ACCORDANCE WITH ASTM F 668, CLASS 2B, MEETING THE SPECIFIED COLOR.

- 1. FABRIC.
 - A. GALVANIZING. HOT-DIP GALVANIZE IN ACCORDANCE WITH ASTM A 392, CLASS 2.
 - B. ALUMINUM COATING. ALUMINUM-COAT IN ACCORDANCE WITH ASTM A 491.
 - C. ALLOY COATING. COAT WITH ZINC-5% ALUMINUM-MISCHMETAL ALLOY (ZN-5A1-MM) IN ACCORDANCE WITH ASTM F 1345, CLASS 1.

- 2. POSTS.
 - A. INSIDE AND OUTSIDE GALVANIZING. HOT-DIP GALVANIZE INSIDE AND OUTSIDE IN CONFORMANCE WITH ASTM F 1083.
 - B. ALLOY COATING. COAT INSIDE AND OUTSIDE WITH ZN-5A1-MM IN ACCORDANCE WITH ASTM F 1043, CLASS C.

- 3. BRACES AND GATES.
 - A. GALVANIZING. HOT-DIP GALVANIZE BRACES AND GATES INSIDE AND OUT IN CONFORMANCE WITH ASTM F 1083. ADD ADDITIONAL ZINC COAT TO G120 RATING.
 - B. ALLOY COATING. COAT INSIDE AND OUT WITH (ZN-5A1-MM) IN ACCORDANCE WITH ASTM F 1043, CLASS C.

- 4. FITTINGS, BOLTS, AND OTHER MISCELLANEOUS HARDWARE. GALVANIZE ALL FITTINGS, BOLTS AND MISCELLANEOUS HARDWARE IN CONFORMANCE WITH ITEM 445, "GALVANIZING."

- 5. TENSION WIRE. ZINC-COAT TENSION WIRE WITH A MINIMUM COATING OF 0.80 OZ./SQ. FT. OR ALUMINUM-COAT WITH A MINIMUM COATING OF 0.30 OZ./SQ. FT.

- 6. BARBED WIRE. ZINC-COAT BARBED WIRE IN ACCORDANCE WITH ASTM A 121 (0.80 OZ./SQ. FT.) OR ALUMINUM-COAT IN ACCORDANCE WITH ASTM A 585 (0.30 OZ./SQ. FT.).

- 7. PULL CABLE. ZINC-COAT PULL CABLE WITH A MINIMUM COATING OF 0.80 OZ./SQ. FT. OF INDIVIDUAL-WIRE SURFACE WHEN TESTED IN CONFORMANCE WITH ASTM A 116.

550.3. CONSTRUCTION. ERECT THE CHAIN LINK FENCE TO THE LINES AND GRADES ESTABLISHED ON THE PLANS.

A. ERECTION OF POSTS. INSTALL POSTS AS SHOWN ON THE PLANS. PLUMB AND PERMANENTLY POSITION POSTS WITH ANCHORAGES FIRMLY SET BEFORE FABRIC IS PLACED. BRACE CORNER AND PULL POSTS AS SHOWN ON THE PLANS.

1. POST SPACING. LINE POSTS AT MOST 10 FT. APART, PULL POSTS AT MOST 500 FT. APART AND AT EACH CHANGE IN DIRECTION EXCEEDING 20° VERTICALLY, CORNER POSTS AT EACH HORIZONTAL ANGLE POINT. INSTALL CABLES ON ALL TERMINAL POSTS AND EXTEND TO ADJACENT POSTS. INSTALL CABLES ON EACH SIDE OF CORNER AND PULL POSTS WITH A 3/8-IN. DROP-FORGED EYE-AND-EYE OR EYE-AND-CLEVIS TURNBUCKLE, UNLESS OTHERWISE SHOWN ON THE PLANS.

2. POSTHOLES. DRILL HOLES FOR CONCRETE FOOTINGS FOR ALL POSTS TO PROVIDE FOOTINGS OF THE DIMENSIONS SHOWN ON THE PLANS. AFTER THE POSTS ARE SET AND PLUMBED, FILL THE HOLE IN THE SOLID ROCK WITH GROUT CONSISTING OF 1 PART HYDRAULIC CEMENT AND 3 PARTS CLEAN, WELL-GRADED SAND. OTHER GROUTING MATERIALS MAY BE USED IF APPROVED. THOROUGHLY WORK THE GROUT INTO THE HOLE, LEAVING NO VOIDS. CONSTRUCT CONCRETE FOOTINGS FROM THE SOLID ROCK TO THE TOP OF THE GROUND.

3. GATE POSTS. ALIGN THE TOPS OF ALL GATE FRAMES WITH THE FENCING TOP TENSION WIRE OR TOP RAIL.

4. CONCRETE FOOTINGS. CENTER POSTS IN THEIR FOOTINGS. PLACE CONCRETE AND COMPACT BY TAMPING OR OTHER APPROVED METHODS. MACHINE MIX ALL BATCHES OF CONCRETE OVER 1/2 CU. YD. HAND MIXING CONCRETE IS ALLOWED ON BATCHES UNDER 1/2 CU. YD.

B. ERECTION OF FABRIC. AFTER ALL POSTS HAVE BEEN PERMANENTLY POSITIONED AND ANCHORAGES FIRMLY SET, PLACE THE FABRIC WITH THE CABLES DRAWN TAUT WITH THE TURNBUCKLES. SECURE ONE END AND APPLY ENOUGH TENSION TO THE OTHER END TO REMOVE ALL SLACK BEFORE MAKING ATTACHMENTS. UNLESS OTHERWISE SHOWN ON THE PLANS, CUT THE FABRIC AND INDEPENDENTLY ATTACH EACH SPAN AT ALL CORNER POSTS AND PULL POSTS.

FOLLOW THE FINISHED CONTOUR OF THE SITE WITH THE BOTTOM EDGE OF FABRIC LOCATED APPROXIMATELY 2 IN. ABOVE THE GRADE.

FASTEN FABRIC AT 12 IN. INTERVALS TO THE TOP AND BOTTOM TENSION WIRES BETWEEN POSTS. WHEN TOP RAIL IS SHOWN ON THE PLANS, FASTEN THE FABRIC IN THE SAME MANNER. USE STEEL WIRE FABRIC TIES OF 9 GAUGE STEEL OR LARGER. FASTEN FABRIC TO TERMINAL POSTS BY STEEL STRETCHER BARS AND STRETCHER BAR BANDS FITTED WITH CARRIAGE BOLTS AND NUTS OF THE SIZE AND SPACING SHOWN ON THE PLANS. USE STRETCHER BARS TO FASTEN ENDPOSTS, PULL POSTS, CORNER POSTS, AND GATEPOSTS WITH STRETCHER BAR BANDS AT INTERVALS OF AT MOST 15 IN. ATTACH STRETCHER BARS TO TERMINAL POSTS WITH 1 IN. ± 1/8 IN. FLAT STEEL BANDS WITH 3/8-IN. CARRIAGE BOLTS AT INTERVALS UP TO 15 IN.

C. REPAIR OF COATINGS. REPAIR DAMAGED ZINC COATING

CHAIN LINK FENCE REPAIR AND REPLACEMENT

AT VARIOUS OAHU DISTRICT AIRPORTS

CHAIN LINK FENCE AND GATES SPECIFICATIONS

DESIGN: OME 7/15/2023
DRAWN BY:
APPROVED:
PROJECT NO.:

DRAWING NO:
EXHIBIT
C
SHEET 1 OF 1

Requirements of Chapter 104, HRS Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over \$2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty, SPRB).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS; §12-22-4.1, HAR]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules with the notes for prevailing wages and special overtime rates, shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency. [§104-3(a), HRS; §12-22-10, HAR]
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS; §12-22-10, HAR]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [§104-3(b), HRS; §12-22-10, HAR]
 - the name and home address of each employee
 - the last four digits of social security number
 - a copy of the apprentice's registration with DLIR
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - total net wages paid
 - date of payment
- Records shall be made available for examination by the contracting agency, the Department of Labor and Industrial Relations (DLIR), or any of its authorized representatives, who may also interview employees during working hours on the job. [§§104-3(c), 104-22(a), HRS; §12-22-10, HAR]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices

- Apprentice wage rates apply to contractors who are a party to a bona fide apprenticeship program which has been registered with the DLIR. In order to be paid apprentice rates, apprentices must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the DLIR, Workforce Development Division, (808) 586-8877, and the apprentice must be individually registered by name with the DLIR. [§12-22-6(1) and (2), HAR]
- The number of apprentices on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship standards registered with or recognized by the DLIR. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(3), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are: [§104-24, HRS]
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
Suspension from doing any new work on any public work of a governmental contracting agency for three years.
- A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of **the second notification of violation**. [§104-24, HRS; §12-22-25(b), HAR]
- **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25, HRS]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c), HRS; §12-22-26, HAR]
- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b), HRS; §12-22-26, HAR]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f), HRS]

For additional information, visit the department's website at <http://labor.hawaii.gov/wsd> or contact any of the following DLIR offices:



Oahu (Wage Standards Division).....(808) 586-8777
Hawaii Island(808) 974-6464
Maui and Kauai(808) 243-5322

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

PROPOSAL

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROJECT: CHAIN LINK FENCE MAINTENANCE AND REPAIR
AT VARIOUS OAHU DISTRICT AIRPORTS
O A H U , HAWAII

PROJECT NO.: BO1330-73R, BO2322-73R, BO4324-73R

CONTRACT TIME: TWELVE (12) MONTH period beginning as of the date indicated on the Notice to Proceed from the State. At the discretion of the State, the contract period may be extended for three (3) additional twelve (12) month periods not to exceed forty-eight (48) months per Section 01000, 1.8 (B) of the Technical Provisions

LIQUIDATED DAMAGES: \$1,500.00 / Day per Section 01000, 3.2 of the Technical Provisions and Section 8.8 of the Special Provisions

PROJECT MANAGER: Gary Kam
300 Rodgers Boulevard, #12
Honolulu, Hawaii 96819
Ph. (808) 834-6091
gary.yt.kam@hawaii.gov

ELECTRONIC SUBMITTAL: **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. See SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

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 \$22,500.00, 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.

**CHAIN LINK FENCE MAINTENANCE AND REPAIR
AT VARIOUS OAHU DISTRICT AIRPORTS
OAHU, HAWAII
STATE PROJECT NO. BO1330-73R, BO2322-73R, BO4324-73R**

PROPOSAL SCHEDULE

Item No.	Description	Quantity (A)	Unit	Unit Price (B)	Amount (AxB)
01561.1	Construction Site Runoff Control Program (BMP plan)	1	Lump Sum	\$ _____	\$ _____
01565.1	Security Measures	1	ALLOW	ALLOW	\$ 10,000.00
6 Feet Tall Chain Link Fence					
05201.1a	6' Tall Fence – Chain Link Mesh, Hardware, Frame (1 to 100 LF Work Area)	1	LF	\$ _____/LF	\$ _____
05201.1b	6' Tall Fence – Chain Link Mesh, Hardware, Frame (101 to 300 LF Work Area)	101	LF	\$ _____/LF	\$ _____
05201.1c	6' Tall Fence – Chain Link Mesh, Hardware, Frame (301 LF or Greater)	301	LF	\$ _____/LF	\$ _____
05201.2a	6' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly (1 LF to 100 LF Work Area)	1	LF	\$ _____/LF	\$ _____
05201.2b	6' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly (101 LF to 300 LF Work Area)	101	LF	\$ _____/LF	\$ _____
05201.2c	6' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly (301 LF or Greater)	301	LF	\$ _____/LF	\$ _____
05201.3	6' Tall Fence – Pull or Corner Post w/Bracing	1	Each	\$ _____/Each	\$ _____
05201.4	6' Tall Fence – Line Post	1	Each	\$ _____/Each	\$ _____
05201.5	6' Tall Fence – 4' Personnel Gate (Hardware and Frame)	1	Each	\$ _____/Each	\$ _____
05201.6	6' Tall Fence – 20' Vehicle Gate (Hardware and Frame)	1	Each	\$ _____/Each	\$ _____

Item No.	Description	Quantity (A)	Unit	Unit Price (B)	Amount (AxB)
8 Feet Tall Chain Link Fence					
05202.1a	8' Tall Fence – Chain Link Mesh, Hardware, Frame (1 LF to 100 LF Work Area)	1	LF	\$_____/LF	\$_____
05202.1b	8' Tall Fence – Chain Link Mesh, Hardware, Frame (101 LF to 300 LF Work Area)	101	LF	\$_____/LF	\$_____
05202.1c	8' Tall Fence – Chain Link Mesh, Hardware, Frame (301 LF or Greater)	301	LF	\$_____/LF	\$_____
05202.2a	8' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly (1 LF to 100 LF)	1	LF	\$_____/LF	\$_____
05202.2b	8' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly (101 LF to 300 LF)	101	LF	\$_____/LF	\$_____
05202.2c	8' Tall Fence – Chain Link Mesh, Hardware, Frame w/Barbed Wire Assembly (301 LF or Greater)	301	LF	\$_____/LF	\$_____
05202.3	8' Tall Fence – Pull or Corner Post w/Bracing	1	Each	\$_____/Each	\$_____
05202.4	8' Tall Fence – Line Post	1	Each	\$_____/Each	\$_____
05202.5	8' Tall Fence – 4' Personnel Gate (Hardware and Frame)	1	Each	\$_____/Each	\$_____
05202.6	8' Tall Fence – 20' Vehicle Gate (Hardware and Frame)	1	Each	\$_____/Each	\$_____
Fence Demolition					
05203.1a	Demolition and Disposal (1 LF to 100 LF Work Area)	1	LF	\$_____/LF	\$_____
05203.1b	Demolition and Disposal (101 LF to 300 LF Work Area)	101	LF	\$_____/LF	\$_____
05203.1c	Demolition and Disposal (301 LF or Greater)	301	LF	\$_____/LF	\$_____

Item No.	Description	Quantity (A)	Unit	Unit Price (B)	Amount (AxB)
Best Management Practices					
05204.1	Filter Sock – BMP Measure	1	LF	\$_____/LF	\$_____
05204.2	Catch Basin Insert – BMP Measure	1	LF	\$_____/LF	\$_____
After-Hour Manhour Rate					
05205.1	After- Hour Manhour Rate	40	Hour	\$_____/Hour	\$_____
Miscellaneous Repair					
05206.1	Allowance for Miscellaneous Repair	ALLOW		ALLOW	\$25,000.00
TOTAL AMOUNT FOR COMPARISON OF BIDS					\$_____

CHAIN LINK FENCE MAINTENANCE AND REPAIR
AT VARIOUS OAHU DISTRICT AIRPORTS
OAHU, HAWAII

PROJECT NO. BO1330-73R, BO2322-73R, BO4324-73R

Proposal Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine 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 bid price and the bid price, the unit bid price shall govern.
5. **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered.** Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.**

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

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

6. 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.

CHAIN LINK FENCE MAINTENANCE AND REPAIR
AT VARIOUS OAHU DISTRICT AIRPORTS
OAHU, HAWAII

PROJECT NO. BO1330-73R, BO2322-73R, BO4324-73R

7. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, to further reduce the scope of work and award a contract thereafter. No additional compensation will be paid by the State for losses, including overhead and profit, resulting from reduced scope of work.
8. The State reserves the right to reject any and or all Proposals and to waive any defects in the best interest of the State.
9. Submission of this proposal is a warranty that the bidder has made an examination of the project specifications and is fully aware of the requirements of the contract.
10. Proposal bid items with zero (\$0.00) dollar cost will be considered to be provided at no cost to the State.
11. Bidder shall be paid for actual quantities delivered as directed by the Project Manager.
12. Unit prices provided in Proposal Schedule shall be used to create invoices for each Chain Link Fence repair and replacement job requested by State as follows:

To replace existing, non-repairable 6 feet tall chain link fence shall be linear feet x unit price, plus number of line posts, plus number of corner or end post needed to complete fence, cost of fence demolition x unit price and cost of gate, if needed.

To repair existing 6 feet tall chain link fence with barbed wire, the billed amount shall be linear feet x unit price, plus number of line posts needed to repair fence, plus cost of fence demolition x unit price.

Personnel and vehicle gates unit price are each plus cost of chain link fence used x linear feet of gate.

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

(name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)

Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for

(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____

Name of Principal (Offeror) (Seal)

Signature

Title

Name of Surety (Seal)

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII

FORMS

CONTRACT

THIS AGREEMENT, made this day of _____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and «CONTRACTOR», «STATE_OF_INCORPORATON», whose business/post office address is «ADDRESS», hereinafter referred to as CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for "«PROJECT_NAME_AND_NO»", or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of «BASIC»----DOLLARS (\$«BASIC_NUMERIC») as follows:

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC_NUMERIC»

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for «PROJECT_NO_ONLY», and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within «WORKING_DAYS» from the date indicated in the Notice to Proceed from the State subject, however, to such extensions as may be provided for in writing under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of «BASIC»---DOLLARS (\$«BASIC_NUMERIC») in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract.

An additional sum of «EXTRAS»-----DOLLARS (\$«EXTRA_NUMERIC») is hereby provided for extra work.

All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

(Seal)

Signature

Print name

Print Title

Date

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____,
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _____

_____ DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_____, for the following project: _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligees 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 Obligees 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 _____.

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Subscribed and sworn before me this _____ day of _____.

Notary Public, _____ Judicial Circuit,
State of Hawaii
My Commission Expires: _____

Doc. Date: _____ # Pages: _____.

Notary Name: _____ Circuit
Doc. Description: _____

Notary Signature Date
NOTARY CERTIFICATION

**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