STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIAL PROVISIONS, SPECIFICATIONS, PROPOSAL

FOR

REPLACE AUTOMATIC TRANSFER SWITCHES

LIHUE AIRPORT

LIHUE, KAUAI, HAWAII

STATE PROJECT NO. CK1422-33

2024

TABLE OF CONTENTS

Page

Notice to Bidders.....NTB 1 to NTB 3

Instructions for Contractor's Licensing ..... HAI

Special Provisions..... SP-1 to SP-10

Wage Rate Schedule (Not Physically included in the Bid Documents)

SPECIFICATIONS

PART I - GENERAL PROVISIONS

General Provisions for Construction Projects, 2016 (Not physically included)

PART II – TECHNICAL PROVISIONS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 DESCRIPTION OF WORK .....01010-1 to 01010-5
SECTION 01300 SUBMITTALS .....01300-1 to 01300-8
SECTION 01400 CONTRACTOR QUALITY CONTROL PROGRAM.....01400-1 to 01400-8
SECTION 01560 ENVIRONMENTAL CONTROLS.....01560-1 to 01560-4
SECTION 01561 CONSTRUCTION SITE POLLUTION CONTROLS ..... 01561-1 to 01561-13
SECTION 01562 MANAGEMENT OF CONTAMINATED MEDIA, SOIL DISPOSAL, AND SOIL REUSE ..... 01562-1 to 01562-15
SECTION 01565 SECURITY MEASURES .....01565-1 to 01565-2
SECTION 01580 TEMPORARY FACILITIES AND UTILITIES…… ..... ……...01580-1 to 01580-2
SECTION 01700 MOBILIZATION, DEMOBILIZATION.....01700-1 to 01700-2

DIVISION 2 to 15 (NOT USED)

DIVISION 16 - ELECTRICAL

SECTION 16010 GENERAL ELECTRICAL REQUIREMENTS.....16010-1 to 16010-7
SECTION 16400 ELECTRICAL WORK .....16400-1 to 16400-6
SECTION 16410 AUTOMATIC TRANSFER & BY-PASS ISOLATION SWITCH .....16410-1 to 16410-8

Requirements of Chapter 104, HRS (*e*H104-3, Rev 04/21) ..... 1 to 2

Proposal ..... P-1 to P-6

Proposal Schedule ..... P-7 to P-8

Surety Bid Bond (r11/17/98)

FORMS

Sample Contract

Performance Bond (Surety)

Performance Bond

Labor and Material Payment Bond (Surety)

Labor and Material Payment Bond

Chapter 104, HRS Compliance Certification

Certification of Compliance for State Resident (ACT 192, SLH 2011)
Provisions to be Included in Construction Procurement Solicitation

NOTICE TO BIDDERS

Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for REPLACE AUTOMATIC TRANSFER SWITCHES, LIHUE AIRPORT, LIHUE, KAUAI, HAWAII, STATE PROJECT NO. CK1422-33, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: https://hiepro.ehawaii.gov/welcome.html.

The solicitation plans, specifications, proposal, and additional documents designated or incorporated by reference shall be available in HIePRO.

HIePRO OFFER DUE DATE & TIME is June 13, 2024, at 2:00 p.m., Hawaii Standard Time (HST). **Bidders shall submit and upload the complete proposal to HIePRO prior to the offer due 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. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. FAILURE TO UPLOAD THE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION.**

The scope of work consists of disconnecting, removal, replacement with new, and disposal of the existing airfield automatic transfer and bypass-isolation switch (ATS/BPS) in the Generator Building at Lihue Airport. The Contractor will also need to coordinate the work to minimize impacts on Airport Operations. The estimated cost of construction is between sixty thousand dollars ($60,000) and seventy thousand dollars ($70,000).

To be eligible for award, bidders shall possess a valid State of Hawaii Specialty Contractors "C-13" license **at the time of bidding.**

The Hawaii Department of Transportation, Air and Water Transportation Facilities Division, 2016 GENERAL PROVISIONS FOR CONSTRUCTION PROJECTS, 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 in HIePRO **no later than May 30, 2024, 2:00 p.m., HST.** RFI questions received after the stated deadline shall not be addressed. Substitution Requests received after the stated deadline shall not be considered. Verbal RFI(s) shall not receive a response. All responses to RFI questions shall be provided for clarification and information only and issued by formal addendum. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

If there is a conflict between the solicitation and information stated in the responses to RFI questions, the solicitation shall govern and control, unless as amended by formal addendum.

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

Employment of State Residents on Construction Procurement Contracts. Compliance with HRS § 103B-3 is a requirement for this project whereby a minimum of 80 percent 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 HRS § 11-355 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 HRS § 103D-701 and Hawaii Administrative Rules § 3-126.

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 shall affirmatively ensure that the contract entered into pursuant to this advertisement shall 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 Jonathan Yoshida, Project Manager, by phone at (808) 838-8875, or by email at jonathan.r.yoshida@hawaii.gov.

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

EDWIN H. SNIFFEN
Director of Transportation

HIePRO RELEASE DATE: May 10, 2024

INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

1.3 DEFINITIONS is amended as follows:

1. The following definition shall be deleted in its entirety and replaced 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."

2.7 REQUEST FOR SUBSTITUTION OF SPECIFIED MATERIALS AND EQUIPMENT BEFORE BID 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. 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. 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.**

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. Bid security shall be in an amount equal to at least five percent of the base bid and additive alternates. 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, Aliiaimoku Hale, 869 Punchbowl Street, Room 105, Honolulu, Hawaii 96813. Original surety bid bonds do not need to be submitted to the Contracts Office. Bidders are reminded that a copy of its surety bid bond shall be included with its bid submitted and uploaded to HIePRO.**"

2.12 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS is amended by deleting 2.12 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS in its entirety and replacing with the following:

"2.12 PRE-OPENING MODIFICATION OF WITHDRAWAL OF BIDS. Bids may be modified or withdrawn prior to the bid opening date and time. Withdrawal or revision of proposal shall be completed, and submitted and uploaded to HIePRO prior to the bid

opening date and time."

2.14 PUBLIC OPENING OF BIDS is amended by deleting 2.14 PUBLIC OPENING OF BIDS in its entirety.

4.12 UTILITIES AND SERVICES is amended as follows:

Add the following after the last paragraph:

"(e) Repairs and Outages.

(1) The Contractor shall have available on 24-hour call sufficient specialty contractors, such as electrical and plumbing contractors, to repair any damage to existing facilities that might occur as a result of construction operations regardless of when the damage might occur.

(2) Outage: Written requests for power outage, communication changes, and water and sewer connection outages shall be submitted to the Engineer at least seven (7) days in advance or as specified in other sections of these specifications. Outages will be restricted to non-peak operational hours between midnight and 6:00 a.m."

7.21 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 one thousand dollars ($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 Director and shall be required to attend a training session conducted by the Airport Manager prior to gate assignment."

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

AC 150/5210-5C	Painting, Marking, and Lighting Vehicles Used on an Airport, dated August 2007
AC 150/5340-1J	Standards for Airport Markings
AC 150/5370-2E	Operational Safety on Airports During Construction, dated 1/17/03
FAA Regulations	Objects Affecting Navigable Airspace Part 77

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

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

Authority of Control Tower Personnel - With the exception of actual construction methods, the airport control tower personnel will have full authority to control the Contractor's movements within the existing taxiway. When required, the Contractor shall maintain a constant radio vigil within all work areas and in addition shall keep at least one flagman on duty with the radio man. When notified by the control tower to temporarily halt operations, it shall be the duty of the flagman, through the use of appropriate methods (lighted flares shall not be used under any circumstances), to notify all operators of equipment and other personnel to cease work and move men and equipment off of hazardous areas.

Contractor shall provide, at his own expense, the necessary radio and

equipment including a radio equipped mobile vehicle to maintain contact with control tower personnel at all times during job performance. A transceiver operating at a frequency designated by the Engineer to communicate with the Control Tower.

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

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

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

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

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

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

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

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

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

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

"The Contractor shall conform with all the sections of the "State of Hawaii, Department of Transportation, Airports, 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.

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 .

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 .

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

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

- END OF SECTION -

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - DESCRIPTION OF WORK

PART I - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:

1. Location of the work
2. Hours of work
3. Safety
4. Operation of airport facilities during construction
5. Construction stakes, lines and grades.
6. Special project requirements

1.03 VEHICLE PARKING

Parking passes may be purchased at a monthly rate of $175.00 plus a one-time fee of $25.00 for parking access card. These passes are subject to approval by the Airport Manager and availability of parking spaces. All costs associated with obtaining parking passes shall be the responsibility of the Contractor.

1.04 PROVISIONS FOR FIELD OFFICE/STORAGE SPACE

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

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

1.05 LOCATION OF THE WORK

A. The work to be performed under this contract is located at Lihue Airport, Lihue, Hawaii.

B. Conditions:

1. The Automatic Transfer Switch Building and airport roadways shall always remain operational. The Contractor shall repair any damage to existing areas caused by the Contractor at no cost to the State.

2. The Contractor is responsible for coordinating with the Engineer to determine if a Notice to Airmen (NOTAM) is necessary when the Automatic Transfer Switch (ATS) is activated. During daylight hours, the ATS may impact the FAA's Precision Approach Path Indicators (PAPI) and Stand-Alone Weather Sensors (SAWS), which may require issuing NOTAMs.

3. Upon execution of the contract, the Contractor, at their cost, shall obtain all permits required for this project.

4. The contractor needs to provide and hook up a backup generator to power the airfield lighting and navaid systems during the subject work so that the airport/airfield can remain open.

1.06 HOURS OF WORK

A. Work can be performed at the construction site over 24 hours without considerable disruption to airport operations or other adjacent tenants. Work shall be from 10:30 p.m. to 4:30 a.m. Submit a proposed construction schedule to the Engineer for review and approval within 14 calendar days prior to the start of work. The Contractor shall coordinate their schedule with the Engineer if rescheduling of work or intermittent work is required; such work shall be performed at no extra cost to the State. If the Contractor elects to work overtime, compensation for State employees and for construction management consultant as authorized by the State shall be the Contractor's obligation to pay in accordance with Section 7.6 – “Overtime and Night Payment for State Inspection Services” of the General Provisions of Construction Projects (2016).

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

1.07 SAFETY

A. The Contractor shall take the necessary precautions to protect his workers and other personnel from injuries. The rules and regulations promulgated by the Occupational Safety and Health Acts are applicable and made a part of these specifications.

B. Barricades and warning signs shall be erected by the Contractor in the work area to properly protect all personnel in the area.

C. During the progress of the work debris, empty crates, waste, material drippings, etc., shall be removed by the Contractor at the end of each workday, and the work area shall be left clean and orderly.

1.08 OPERATION OF AIRPORT FACILITIES DURING CONSTRUCTION

A. The Contractor shall coordinate the phases of work under this contract with the Engineer to permit the continuing operation of existing Airport facilities and to minimize disruption to pedestrian and vehicular traffic.

B. Utility Maintenance: During the construction of this contract, existing utility services serving occupied or used facilities shall not be disrupted except where authorized in writing by authorities having jurisdiction. Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to the Engineer. Damages to the existing utility facilities by the Contractor will be repaired at the Contractors expense.

C. Outages for water, power, communications, air conditioning or any other utility, if necessary, shall be kept to a minimum and scheduled for off-peak hours, generally from 12:00 a.m. to 6:00 a.m. The Contractor shall submit written requests to the Engineer for such outages no later than fourteen (14) calendar days in advance. The request shall include a description of work and the duration of the outage. The Contractor shall not proceed with such outages until written approval is received from the State.

1.09 CONSTRUCTION STAKES, LINES AND GRADES

A. The Contractor shall perform all construction layout and reference staking necessary for the proper control and satisfactory completion of all structures, grading, paving, drainage, sewer, water, and all other appurtenances required for the completion of the work.

B. Existing horizontal and vertical survey control points for the project are shown on the plans. The Contractor shall verify the location of all control points prior to the start of construction.

C. The Department will not be responsible for delays in setting stakes and marks.

D. All control points and stakes or marks which the Engineer may set shall be

preserved by the Contractor. If such control points, stakes or marks are destroyed or disturbed by the Contractor, the cost of replacing such stakes or marks will be charged against the Contractor and deducted from payments due the Contractor.

E. The Contractor shall be responsible for the placement and preservation of adequate ties to all control points whether established by the Contractor or by the Engineer.

F. All original, additional or replacement stakes, marks, references and batter-boards which may be required for the construction operations, shall be furnished, set and properly referenced by the Contractor. The Contractor shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys, the plans and specifications shall be called to the Engineer's attention by the Contractor for correction or interpretation prior to proceeding with the work.

G. Before construction is started on any structure which is referenced to an existing structure or topographical feature, the Contractor shall check the pertinent locations and grades of the existing structures or topographical features to determine whether the locations and grades shown on the plans are correct.

H. All construction staking shall be performed by qualified personnel under the direct supervision of a person with an engineering background who is experienced in the direction of such work and is acceptable to the Engineer.

I. All stakes and markers used for control staking shall be of the same quality as used by the Department for this purpose. For slope limits, pavement edges, gutter lines, et cetera, where so called "working" stakes are commonly used, stakes of different quality may be acceptable.

J. The Department may check the Contractor's control of the work at any times as the work progresses. The Contractor will be informed of the results of these checks, but the Department by doing so will in no way relieve the Contractor of his responsibility for the accuracy of the layout work. The Contractor shall at his expense correct or replace any deficient or inaccurate layout and construction work. If, as a result of these deficiencies or inaccuracies, the Department is required to make further studies, redesign, or both, all expenses incurred by the Department due to such deficiencies or inaccuracies, will be deducted from any payments due the Contractor.

K. The Contractor shall furnish all necessary personnel, engineering equipment and supplies, materials, and transportation incidental to the accurate and satisfactory completion of this work.

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

1.10 SPECIAL PROJECT REQUIREMENTS

A. Upon receipt of the Contract, the Contractor shall process and return the Contract to the State' Contract Office within five (5) calendar days.

B. The State intends to issue the Notice to Proceed for the Project to the Contractor within 35 calendar days after bid opening. The Contractor shall be able to commence work on this date.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 PROJECT DOCUMENTATION

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

At the discretion of the Project Manager, the number of copies to be submitted may differ from that specified in this Section.

1.03 DETAILED CONSTRUCTION SCHEDULE

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

1. Identification by code numbers and description;

2. Duration;

3. Craft and Equipment;

4. Earliest start and finish dates;

5. Latest start and finish dates;

6. Total and free float time; and

7. Highlighted Critical Path

B. The construction schedule shall be complete in all respects, covering in addition to activities at the site of work, off-site activities such as design, fabrication, and procurement of equipment; the scheduled delivery dates of such equipment; submittal and approval of shop drawings and samples; ordering and delivery of

materials; inspections; and testing. The schedule shall also include a manpower forecast by crafts. The detailed construction schedule shall be supplemented by a three-week schedule prepared by the Contractor and submitted to the Engineer on a weekly basis. The Contractor shall promptly inform the Engineer of any proposed change in the schedule and shall furnish the Engineer with a revised schedule and cash flow diagram within 15 calendar days after approval of such change.

The schedule shall be kept up to date, taking into account the actual progress of work and shall be updated, if necessary, every 30 calendar days. The updated schedule shall, as determined by the Engineer, be sufficient to meet the requirements for the completion of the separable parts of work and the entire projects as set forth in the contract.

Upon commencing work, the Contractor shall submit at the start of each week to the Engineer for review, a detailed three (3) week construction schedule.

C. If at any time during the progress of the Work, the Contractor's actual progress appears to the Engineer to be inadequate to meet the requirements of the contract, the Engineer will notify the Contractor of such imminent or actual noncompliance with the contract. The Contractor shall thereupon take such steps as may be necessary to improve his progress and the Engineer may require an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction plants all without additional cost to the State. Neither such notice by the Engineer nor the Engineer's failure to issue such notice shall relieve the Contractor from his obligation to achieve the quality of work and rate of progress required by the contract. Failure of the Contractor to comply with instructions of the Engineer under these provisions may be grounds for determination by the State that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the State may employ labor and equipment and charge the Contractor for the cost thereof, including depreciation for plant and equipment or may terminate the Contractor's right to proceed with the performance of the contract, or any separable part thereof, in accordance with the applicable provisions of the contract.

D. The Contractor shall submit to the Engineer one (1) reproducible and three (3) prints of the detailed construction schedule and of each revised schedule submitted thereafter.

1.04 SCHEDULE OF VALUES

A. The Contractor shall submit the Schedule of Values to the Engineer for review, no later than 30 calendar days after execution of the Contract.

B. Format and Content: Use Proposal Schedule and/or the Project Specifications table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section. Provide a breakdown of the contract sum in sufficient detail to facilitate continued

evaluation of Applications for Payment and progress reports. Break principle work or subcontract amounts down into several smaller identifiable items of work.

C. Identification: Include the following Project identification on the schedule of values:

1. Project name and location

2. Project number

3. Contractor's name and address

4. Contract No.

5. Date of submittal

D. Arrange the Schedule of Values in tabular form with separate columns to indicate the following items listed:

1. Related Specification Section or Division

2. Description of work

3. Dollar value and percent complete

E. Correlate line items in the Schedule of Values with other required administrative schedules and forms including;

1. Construction Schedule

2. Application for Payment forms including continuation sheets

3. List of Subcontractors

4. List of principle suppliers and fabricators

5. Schedule of submittals

F. Round amount to nearest whole dollar; the total shall equal the contract sum.

G. Provide a separate line item in the Schedule of Values for each part of the work where Applications for Payment may include materials or equipment, purchased, fabricated or stored, but not yet installed.

H. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment or when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.05 OTHER SUBMITTALS REQUIRED BEFORE CONSTRUCTION

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

A. Name, residence phone number, addresses and scope of authority for the following persons:

1. Superintendent

2. Contractor's authorized representative to sign documents

3. Two (2) additional persons who can be contacted during non-working hours for emergencies.

4. Field Office location and phone numbers (cellular, pager, fax, etc.)

B. Name of Safety Officer

C. Notice of Materials to be furnished

D. Three (3) copies each of Certificates of Insurance. The State of Hawaii, Department of Transportation, Airports Division shall be named as additionally insured. The project number and project title shall be referenced in the Description of Operations/Locations/Vehicles. If canceled, 30 days written notice to the State of Hawaii must be given. If certificates are not correct, work cannot proceed.

E. Three (3) copies each Insurance and Tax Rates.

F. List of apprentices who will be working on the project supported with the Statement of Apprenticeship or copy of the Apprenticeship Agreements registered with the State Board, for each apprentice.

G. List of equipment to be used on the job. Designate maximum working height and capacity of equipment involved and their respective rental rates.

H. Three (3) copies of an expenditure (cash flow) plan consisting of an anticipated work completion graph plotting contract time and gross payment anticipated.

1.06 SHOP DRAWINGS, SAMPLES, CATALOG CUTS, AND CERTIFICATES

A. Submittal Schedule: Prior to the submission of any shop drawings or submittals, the Contractor shall submit to the Engineer for review, a submittal schedule. The schedule shall identify the subject matter of each submittal, the corresponding specification section number and the proposed date of submission. During the progress of work, the Contractor shall revise and resubmit the submittal schedule as directed by the Engineer.

B. The Contractor shall submit for review to the Engineer, or to a representative designated by the Engineer, six (6) copies of all shop drawings, samples, catalog cuts and certificates. Three (3) copies will be returned to the Contractor with information of review action. The Contractor shall submit additional quantities for their subcontractor's or supplier's use. Each shop drawing, certificate of compliance, sample, and equipment list shall be checked and certified correct by the Contractor and shall be identified with the applicable information specified hereinafter under "Submittal Identification."

Items are to be reviewed prior to commencing fabrication or delivery of material to the job site.

C. Each copy of the drawings, certificates, catalog cuts, and lists reviewed by the Engineer will be stamped "REVIEW ACTION" with the appropriate action noted therein. The review of the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Acceptance of such drawings will not relieve the Contractor the responsibility of conforming to the contract drawings and specifications or for any error or omission which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. Each shop drawing submitted for review shall have, in the lower right-hand corner just above title, a white space 4" x 4" in which the Engineer can place the stamp and indicate action taken. The Contractor shall also inform their subcontractors to provide this space in their preparation of shop drawings.

1.07 MAINTENANCE DATA AND OPERATING INSTRUCTIONS

Six (6) copies of maintenance data and operating instructions shall be submitted by the Contractor at the conclusion of the equipment installation. The manuals shall be assembled in one or more binders, each with a title page, typed table of contents, and heavy section dividers with numbered plastic index tabs. The binders shall be a minimum of 2 inches thick, three ring, "D slant" with hard covers. All data shall be punched for binding and composition and printing shall be arranged so that punching does not obliterate any data. The project number, project title, and Airport shall be inserted in the front and backbone binder cover.

The Contractor shall submit a draft to the Engineer for review prior to the submission of the final copies.

The manual shall include separate sections describing each equipment. Provide a general description of the equipment, instructions for operation, maintenance, recommended inspection points and periods for inspection, testing, adjustments, calibration procedures with illustrations, wiring diagrams, trouble shooting situations and solutions, and repair methods in a practical, complete, and comprehensive manner.

For each equipment, include information on detailed parts listings (part numbers and costs) with the manufacturer's name, address, contact person, e-mail address and phone/fax numbers. Provide the contact name, address,

e-mail address and phone/fax numbers of the distributor in the State of Hawaii for each equipment.

Include a separate section on warranty information on all products and equipment. Provide this information in a tabular format with a listing on all products and equipments with warranty start and completion dates for each item.

Include separate sections on all approved submittals, test reports, certifications, etc.

All information shall be arranged in a logical, orderly sequence. Manuals submitted by the manufacturer will not be accepted.

1.08 TEST REPORTS

Six copies of test reports for any material used in this Contract shall be submitted when specified or required by the Engineer.

1.09 SUBMITTAL IDENTIFICATION

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

B. _____
General Contractor's Name

PROJECT TITLE: _____
AIRPORT: _____
STATE PROJECT NO: _____
AIP PROJECT NO: _____
THIS SUBMITTAL HAS BEEN CHECKED BY THIS GENERAL CONTRACTOR AND IS CERTIFIED CORRECT AND IN COMPLIANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.

ITEM NO. _____

SUBMITTAL NUMBER _____
DATE RECEIVED _____
SPECIFICATION SECTION # _____
SPECIFICATION PARAGRAPH # _____
DRAWING NUMBER _____
SUBCONTRACTOR NAME _____
SUPPLIER NAME _____
MANUFACTURER NAME _____

CERTIFIED BY _____(Contractor's Signature, Date)_____
(Contractor's Name and Title)

C. This stamp "filled in" should appear on each reproducible shop drawing, on the

cover sheet of copies of test and mill reports, certificates of compliance, catalog cuts, brochures, etc. The stamp should be placed on a heavy stock paper merchandise (approximately 3" x 6") and one tag tied to each sample submitted for approval. The tag on the samples should state what the sample is, so that if the tag is accidentally separated from the sample, they can be matched up again. The back of this tag will be used by the Engineer for receipt, approval, and log stamp for any comments that relates to the sample.

D. Submission Number: Each submission is to be sequentially numbered in the space provided in the Contractor's stamp. Correspondence and transmittal will refer to this number.

E. The Contractor shall ensure that all submittals, including shop drawings, are complete and in conformance to the requirements of the Contract specifications prior to submission to the State for review and acceptance. Incomplete submittals will not be processed by the State and returned to the Contractor for correction. Any cost impacts and delays in the Project schedule as a result of incomplete submittals shall be the responsibility of the Contractor.

1.10 AS-BUILT DRAWINGS

As-built drawings shall conform to the requirements of Section 5.8 - "Coordination Between the Contractor and the State" of the General Provisions for Construction Projects (2016), and the following requirements:

The Contractor shall maintain on the job site a set of full-size contract drawings, marking them in red to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. (Section 5.8 (a) Drawings and Special Provisions of the General Provisions for Construction Projects.)

Where a choice of material or method is permitted herein or where variations in scope of character of work from that of the original contract or authorized, the drawings shall be marked to define the construction actually provided. Where equipment installation is involved, the size, manufacturer's name, model number, power input or output characteristics as applicable shall be shown on the as-built drawings.

The representation of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction.

The drawings shall be maintained and updated on a daily basis. The Contractor shall stamp, sign, and date each sheet with the following stamp:

AS-BUILT DRAWINGS/SPECIFICATIONS

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

_____

CONTRACTOR'S NAME

_____

Signature Date

Monthly and final payments to the Contractor shall be subject to prior approval of the drawings. On completion of the work, both sets of marked-up drawings shall be delivered to the Engineer and shall be subject to approval before acceptance.

1.11 GUARANTEES

Guarantee periods shall start at time of acceptance in writing by the State.

All guarantees and warranties shall be made out to the "State of Hawaii." Supplier and subcontractor guarantees shall be co-signed by the Contractor.

The Contractor is solely responsible for coincidence or non-coincidence of factory warranties or equipment guarantees, and the Contractor's own warranties and guarantees as required by the contract. The Contractor is solely responsible for scheduling and coordinating the installation of equipment and materials so as to take maximum advantage of factory warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01400 - CONTRACTOR QUALITY CONTROL PROGRAM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 CONTRACTOR QUALITY CONTROL PROGRAM

A. GENERAL

The Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

1. Adequately provide for the production of acceptable quality materials.

2. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.

3. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the pre-construction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and approved by the Engineer and State Project Manager. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed and approved.

B. DESCRIPTION OF PROGRAM

1. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control

Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

2. Quality Control Program**.** The Contractor shall describe the Quality Control Program in a written document which shall be reviewed and approved by the Engineer and State Project Manager prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review no later than thirty (30) calendar days after execution of the Contract.

3. The Quality Control Program shall be organized to address, as a minimum, the following items:

   a. Quality control organization;
   b. Submittals schedule;
   c. Inspection requirements;
   d. Quality control testing plan;
   e. Documentation of quality control activities; and
   f. Requirements for corrective action when quality control and/or acceptance criteria are not met.
   g. A listing of the definable features of work for the project.

   The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

C. QUALITY CONTROL ORGANIZATION

The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization that is not a part of the production organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel. The organizational chart shall identify all quality control staff by name and function and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. At the top of the chart, an overall Contractor Quality Control System Manager, CQCSM, shall be named and his/her subordinates shall follow thereafter.

The quality control organization shall consist of the following minimum personnel:

1. Contractor Quality Control System Manager. The CQCSM shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCSM shall have a minimum of 5 years of experience in airport and/or paving and building construction and shall have had prior

quality control experience on a project of comparable size and scope as the contract. The CQCSM shall be on the project full time and shall have no production duties. The CQCSM shall NOT be the point of contact for the production organization.

The CQCSM shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications including authority to independently stop any work not in compliance with the contract. The CQCSM shall report directly to a responsible officer of the construction firm, such officer not being the project superintendent or foreman. The CQCSM may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem and a Quality Control Technician is present on the job site full time.

2. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate fields and shall have a minimum of 2 years of experience in their area of expertise.

   The quality control technicians shall report directly to the CQCSM and shall perform the following functions:

   a. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 1.02E.
   b. Performance of all quality control tests as required by the technical specifications and Section 1.02F.

3. Staffing. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

   All personnel shown on the organizational chart shall have, in resume form, all information regarding their education, any licenses, their present position, previous work experience, etc. included in the Quality Control Program written documentation. These resumes shall be verified by the CQCSM.

D. SUBMITTALS SCHEDULE

The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications, color samples) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format

and shall include:

1. Specification item number:

2. Item description;

3. Description of submittal;

4. Specification paragraph requiring submittal; and

5. Scheduled date of submittal.

E. INSPECTION REQUIREMENTS

Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work.

Before any definable feature of work is started, the CQCSM shall notify the Engineer and State Project Manager of such work at least 48 hours in advance. Upon notification, the Engineer or State Project Manager shall determine if a meeting shall be held to discuss the condition of the work area, material and equipment status, what is to be expected and any questions or possible problems. No definable feature work shall commence without the consent of the Engineer and State Project Manager.

F. QUALITY CONTROL TESTING PLAN

As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, a minimum, include the following:

1. Specification item number;

2. Item description (e.g., concrete cylinder test);

3. Test type (e.g., concrete compressive strength);

4. Test standard (e.g., ASTM or AASHTO test number, as applicable);

5. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);

6. Responsibility (e.g., plant technician, independent lab); and

7. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer and State Project Manager shall be provided the opportunity to witness quality control sampling and testing. The CQCSM shall make every effort to inform the Engineer and State Project Manager at least 24 hours, or more if stated in the specifications, before such testing occurs.

All quality control test results shall be documented by the Contractor as required by Section 1.02G.

G. DOCUMENTATION

The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer and State Project Manager daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCSM.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

1. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and Subcontractor operations on a form acceptable to the Engineer and State Project Manager. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

    a. Technical specification item number and description and location of work performed;
    b. A comprehensive breakdown of the work force including the number of workers and total hours for each trade.
    c. Compliance with approved submittals;
    d. Proper storage of materials and equipment;

e. Proper operation of all equipment;
f. Adherence to plans and technical specifications;
g. Review of quality control tests; and
h. Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the CQCSM. The Engineer and State Project Manager shall be provided at least one copy of each daily inspection report on the workday following the day of record.

2. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

a. Technical specification item number and description;
b. Test designation;
c. Location;
d. Date of test;
e. Control requirements;
f. Test results;
g. Causes for rejection;
h. Recommended remedial actions; and
i. Retests.

Test results from each day's work period shall be submitted to the Engineer and State Project Manager prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the CQCSM.

H. CORRECTIVE ACTION REQUIREMENTS

The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

I. SURVEILLANCE BY THE ENGINEER AND STATE PROJECT MANAGER

All items of material and equipment shall be subject to surveillance by the Engineer or State Project Manager at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer or State Project Manager at the site for the same purpose.

Surveillance by the Engineer or State Project Manager does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

J. NONCOMPLIANCE

1. The Engineer or State Project Manager will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or State Project Manager or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

2. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the Contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer or State Project Manager, the Engineer or State Project Manager may:

    a. Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors in accordance with Section 8.4 – “Character and Proficiency of Workers” of the General Provisions for Construction Projects (2016).
    b. Order the Contractor to stop operations in accordance with Section 8.10 – “Suspension of Work” of the General Provisions for Construction Projects (2016).
    c. Determine work performed by the Contractor during periods of noncompliance to be unacceptable and subject to inspection, removal or non-payment in accordance with Section 5.12 – “Removal of Non-Conforming and Unauthorized Work: Performance of Corrective or Remedial Work” of the General Provisions for Construction Projects (2016).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01560 – GENERAL ENVIRONMENTAL, HEALTH, & SAFETY CONTROLS

PART I – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

This section addresses 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 that adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, adversely affect other species of importance, or degrade the utilization of the environment for aesthetic and recreational purposes.

1.03 REFERENCES

All work shall conform to the most recent edition of the following Federal, State, and Local regulations, unless otherwise noted or specified on the drawings or in these specifications. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.

A. DOTA Construction Site Runoff Control Program
http://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program

1. DOTA Construction Activities Best Management Practices (BMP) Field Manual.

B. Department of Health (DOH) Hazard Evaluation & Emergency Response (DOH HEER) https://health.hawaii.gov/heer/

C. State of Hawaii Administrative Rules, Title 11, Department of Health (DOH)

1. Chapter 46, Community Noise Control.

2. Chapter 59, Ambient Air Quality.

3. Chapter 60.1, Air Pollution Control.

4. Chapters 260.1, 261.1, 262.1, 263.1, 264.1, 265.1, 266.1, 268.1, 270.1, 271.1, 273.1, and 279.1, Hazardous Waste Management.

5. Chapter 451, State Contingency Plan.

6. Chapter 501, Asbestos Requirements.

D. CFR Title 40, Protection of the Environment, Chapter I, Environmental Protection Agency.

E. CFR Title 42, Public Health, Chapter I, Public Health Service, Department of Health and Human Services.

1.04 SUBMITTALS

A. The Contractor shall submit the following items as required:

1. Individual Wastewater System (IWS) Final Report: For projects involving the construction of an individual wastewater system, an IWS Final Report is required to be submitted to the DOTA Engineering Branch, Environmental Section (AIR-EE) for approval, prior to submitting to DOH Wastewater Branch and prior to project closeout.

2. Underground Injection Control (UIC) Well Final Report: For new drainage well construction and existing drainage well modification, a UIC Well Final Report is required to be submitted to AIR-EE for review and approval, prior to submitting to DOH Safe Drinking Water Branch (SDWB), and prior to project closeout. The Final Report shall also be submitted within the deadline specified on the UIC Approval to Construct. If a project involves abandoning an existing drainage well, written instructions shall be obtained from DOH SDWB and a copy provided to AIR-EE prior to backfilling the demolished well. All supporting documentation requested by DOH post demolition work shall be completed and provided to AIR-EE for review prior to submitting to DOH SDWB.

3. AST (Flammable/Combustible Liquid) Tank Installation: Provide signed record of Final Inspection issued by County Fire Department.

4. Waste Manifests: If a project will generate hazardous waste, the Contractor shall prepare waste manifests in accordance with HAR 11-262 and provide records to AIR-EE.

B. The Contractor shall comply with all applicable regulations and maintain records of permits, licenses, certificates, and other environmental regulatory requirement correspondence. Submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments, correspondence, records, and similar documents, established for compliance with environmental regulations bearing on performance of the work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 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, graded areas, staging and storage areas, and all other work areas within or outside the project limits free from dust that would cause a hazard or nuisance to the work or operations of other Contractors, or to persons or property. Industry-accepted methods, that meet requirements of DOTA Construction BMP Field Manual as noted in Specification 01561 and that meet stabilization suitable for the area or materials involved.

C. Burning on Airport property shall not be permitted.

3.02 SPILL CONTROL

A. The Contractor shall follow the DOTA Construction Site Runoff Program and relevant documents, such as the Construction BMP Field Manual to implement BMPs to prevent spills and leaks and report and cleanup spills and leaks immediately, as required.

3.03 DISPOSAL

A. All unusable debris and waste material shall be hauled away to an appropriate local landfill. Contractor shall control dust during loading operations.

B. Contractor shall consult with the landfill and conduct any required waste characterization to ensure that waste meets the landfill's requirements for size, type, etc.

C. No burying of debris or waste materials, except for materials that are specifically indicated elsewhere in these specifications as suitable for backfill, shall be permitted on the project site.

D. Contractor shall manage all construction materials, debris, and waste in a manner that prevents Foreign Object Debris (FOD) from reaching the airfield, where it could be an aircraft safety hazard.

3.04 HAZARDOUS MATERIALS CONTROL

Hazardous materials shall be properly stored and handled. The use of prohibited hazardous materials, e.g., asbestos, lead paint, and polychlorinated biphenyls (PCBs), in the construction of this project shall be strictly prohibited. Any corrective action to remove and replace hazardous material and contaminated work areas shall be at the sole expense of the Contractor.

3.05 OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall at all times comply with all State of Hawaii and Federal rules and regulations related to occupational health and safety and develop and follow a Health and Safety Plan describing measures the Contractor will employ to protect the health and safety of their employees. Include measures required to protect the public from dangers associated with their work.

PART 4 – MEASUREMENT AND PAYMENT

4.01 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 Pollution Controls.

END OF SECTION

SECTION 01561 – CONSTRUCTION SITE POLLUTION CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

A. This Section describes procedures for the proper application of management and engineering controls at State of Hawaii, Department of Transportation, Airports (DOTA) construction sites so that pollutants do not impact any storm drainage system, State water, soil, or groundwater.

B. The Contractor shall supply all labor, materials, and equipment necessary for the management of stormwater during construction and to carry out the work in accordance with these specifications, and all applicable Federal, State, and local regulations and latest amendments.

C. This Section also applies to construction support activities including concrete or asphalt batch plants, rock crushing plants, equipment staging yards/areas, material storage areas, excavated material disposal areas, borrow areas, waste management facilities, sanitary facilities, material storage areas, and temporary equipment fueling locations, regardless of their proximity to 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.

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

E. The Contractor shall examine and be familiar with documents related to stormwater management at the airports and shall comply with related requirements for construction stormwater control. Should a requirement not be clearly described within the construction plans, specifications, permits and other applicable bid documents, notify the Engineer immediately for interpretation.

1.03 REFERENCES

All work shall conform to the most recent edition of the following, unless otherwise noted or specified on the drawings or in these specifications. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.

A. DOTA Construction Site Runoff Control Program
http://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program

1. DOTA Construction Activities Best Management Practices (BMP) Field Manual.

2. DOTA Environmental Requirements for Construction Projects Standard Operating Procedures.

3. DOTA Stormwater Management Plans (SWMPs) for the Daniel K. Inouye International Airport (HNL) and Kahului Airport (OGG), as applicable.

4. DOTA Industrial SWPPPs for the HNL, OGG, and the Lihue Airport (LIH), as applicable.

B. State of Hawaii Administrative Rules, Title 11, Department of Health (DOH)
https://health.hawaii.gov/opppd/department-of-health-administrative-rules-title-11/

1. Chapter 54, Water Quality Standards

2. Chapter 55, Water Pollution Control

3. Chapter 451, State Contingency Plan

C. United States (U.S.) Code of Federal Regulations (CFR), Title 40, Chapter I: Environmental Protection Agency.

D. Hawaii Revised Statutes (HRS), Part I, Chapter 128D, “Environmental Response Law”.

PART 2 – PRODUCTS

2.01 MATERIALS

Comply with applicable materials described in the current DOTA Construction Activities BMP Field Manual. Refer to FAA Advisory Circulars and DOTA District Office, 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 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. Use stolons, sprigs, or plugs to avoid providing hazardous species with a readily available food source. The use of seeds is generally not allowed.

Alternative grass species shall only be applied with the approval by the Engineer

after consultation with United States Department of Agriculture (USDA) airport representative. This includes, but is 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.

B. Irrigation: Any required irrigation shall be done after dark to reduce instances of water becoming a hazardous wildlife attractant.

PART 3 – EXECUTION

3.01 PRE-CONSTRUCTION REQUIREMENTS

Do not begin construction activities until all submittals detailed in this Subsection are completed, submitted to the Engineer, and accepted in writing by AIR-EE.

A. Water Pollution, Dust, Sediment, and Erosion Control Meeting: Schedule a water pollution, dust, sediment, and erosion control meeting with the Engineer after all documents required by AIR-EE are submitted to the Engineer and accepted in writing by AIR-EE. 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, subcontractors whose work may provide an impact to stormwater or site environmental conditions, Engineer, AIR-EE, and any authorized representatives of the designated attendees. The meeting will discuss the sequence of work and plans and proposals for water pollution, dust, sediment, and erosion controls.

B. Land Disturbance Calculations: The Contractor is responsible for calculating the total land disturbance for the life of the project and complying with all environmental requirements associated with the total land disturbance calculated. Disturbance of land is defined by Hawaii Department of Health as "the penetration, turning, or moving of soil or resurfacing of pavement with exposure of the base course or the exposure of bare soil or ground surface, including the land surface exposed by construction roads, baseyards, staging areas, demolition, headquarters, and parking areas. It does not include grass or weed cutting, bush or tree trimming or felling that leaves soil or ground intact. It includes 'grubbing' in its normal meaning of the use of equipment to knock down and push vegetation out of the way, typically uprooting vegetation and disturbing the ground surface."

Land disturbing activities that shall be included in the disturbance area calculation shall follow the guidance provided in the Environmental Requirements for Construction Projects Standard Operating Procedures.

C. Site-Specific BMP (SSBMP) Plan or Stormwater Pollution Prevention Plan (SWPPP): The Contractor shall submit a SSBMP Plan (for projects disturbing less than one acre) or SWPPP (for projects disturbing one acre or more) using the latest DOTA template for acceptance by AIR-EE. If a SSBMP Plan or SWPPP was prepared by the Designer, the Contractor shall revise the plan using

the latest template to include additional information required of the Contractor and any changes the Contractor proposes. The SSBMP Plan or SWPPP shall include site-specific temporary BMPs following requirements and practices outlined in DOTA's "Construction Activities BMP Field Manual." All AIR-EE comments shall be resolved and the SSBMP Plan or SWPPP approved prior to the start of land-disturbing activities, including those activities that are needed for the implementation of the BMPs. Submission of the complete and acceptable SSBMP Plan or SWPPP is the sole responsibility of the Contractor, and additional contract time will not be issued for delays due to incompleteness.

D. SSBMP Plan/SWPPP Modifications: Modify, as necessary, and resubmit amended SSBMP Plan or SWPPP and construction schedules to the Engineer for acceptance by AIR-EE. Amendments to the SSBMP Plan or SWPPP shall be made under the following circumstances at a minimum:

1. Conditions that develop during construction that were unforeseen during the design and pre-construction stages that could impact stormwater, soil, or groundwater.

2. Changes to the Contractor's Means and Methods of Construction that could impact stormwater, soil, or groundwater.

3. Omitted conditions that should have been allowed for in the accepted documents.

4. A SSBMP Plan measure that replaces an accepted SSBMP Plan measure that was not satisfactorily performing.

5. Revised dates of installation and/or removal of SSBMP Plan measures.

SSBMP Plan/SWPPP modifications shall be submitted to the Engineer and accepted in writing by AIR-EE before implementing the revised site-specific BMPs in the field. Amendments to the SSBMP Plan or SWPPP shall be included with the original SSBMP Plan or SWPPP and documented in the Amendment Log.

E. Documentation: A copy of the accepted original or amended SSBMP Plan or SWPPP, with the signed certification by the authorized representative filed with DOH for SWPPPs, 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, AIR-EE, DOTA's designated authorized representative, and/or DOH/EPA Representative.

F. NPDES Construction Permit: If the total land disturbance for the life of the project, including all construction support activity areas, is one acre or more, coverage under an NPDES Permit Authorizing Discharges of Storm Water Associated with Construction Activity (NPDES Construction Permit) authorizing stormwater discharges associated with construction activity is required from the Department of Health, Clean Water Branch (CWB).

1. Do not begin land-disturbing activities until the CWB has issued an Individual NPDES Permit or NGPC. Conduct land-disturbing activities in accordance with the conditions of the NPDES Permit and/or NGPC.

2. The Contractor shall submit a Notification of Start to CWB a minimum of seven calendar days before the start of construction and provide AIR-EE with a record of submittal.

3. Before construction begins, the Contractor shall assign one of their personnel as the Duly Authorized Representative, in accordance with Section 15 of Appendix A, Chapter 1155. The Duly Authorized Representative is responsible for compliance with the NPDES Construction Permit (i.e., operations of the construction project) and shall certify, sign, and date various documents, including the SWPPP and SWPPP inspection documents.

G. Solid Waste Disclosure: Submit the Solid Waste Disclosure Form for Construction Sites, if applicable, to the DOH Solid Waste Branch as specified on the form within 7 calendar days before the start of construction activities and provide a copy to the Engineer. 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 shall also include documentation from any intermediary facility where solid waste is stored, handled or processed.

H. NPDES Hydrotesting Permit: If hydrotesting activities require effluent discharge into State waters or drainage systems, coverage under an NPDES Hydrotesting Waters Permit authorizing discharges associated with hydrotesting is required from the CWB. Do not begin hydrotesting activities until the CWB has issued an Individual NPDES Permit or NGPC for hydrotesting. Conduct Hydrotesting operations in accordance with the conditions of the NPDES Permit and/or NGPC.

I. NPDES Dewatering Permit: If dewatering activities require effluent discharge into State waters or drainage systems, coverage under an NPDES Dewatering Permit authorizing discharges associated with dewatering is required from the CWB. Do not begin dewatering activities until the CWB has issued an Individual NPDES Permit or NGPC for dewatering. Conduct dewatering operations in accordance with the conditions of the permit or NGPC.

J. Construction BMP Training: All Contractor’s and subcontractor’s employees on the project shall complete the DOTA Construction BMP Training prior to entering the construction site and every calendar year thereafter. All Contractor and subcontractor personnel involved with construction project responsibilities shall also be trained on the site-specific BMPs that are utilized during construction and spill response. Records of completion and/or training roster sign-in sheet shall be up to date and included in the SWPPP or SSBMP Plan. Additional training required by AIR-EE shall be at no additional time or cost to the project. There are two training options:

1. All Contractor and subcontractor employees involved with construction project responsibilities watch the DOTA Construction BMP Training Video located on the DOTA Construction Site Runoff Control Program webpage and complete the DOTA Construction BMP Training Survey with a passing score, or

2. The Contractor and subcontractor supervisors/managers watch the DOTA Construction BMP Training Video located on the DOTA Construction Site Runoff Control Program webpage, complete the DOTA Construction BMP Training Survey with a passing score, then train all employees involved with construction project responsibilities and submit a sign-in roster documenting all employees trained at the bottom of the DOTA Construction BMP Training Survey.

   DOTA Construction BMP Training Survey:
   https://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-bmp-training-survey/

K. Construction Connection, Discharge, and Surface Runoff Permit: The Contractor shall complete the Contractor's section of the Construction Connection, Discharge, and Surface Runoff Permit and submit to AIR-EE for review. All AIR-EE comments shall be resolved prior to the start of land-disturbing activities.

3.02 CONSTRUCTION REQUIREMENTS

A. Construction Start: Do not expose or disturb surface area of earth material or initiate any land-disturbing activities until submittals detailed in Subsection 01561.3.01 – Pre-construction Requirements are completed, submitted to the Engineer and accepted in writing by AIR-EE. Once installation of BMPs is allowed, a Pre-construction BMP Inspection is conducted, and all deficiencies that are noted during the inspection shall be corrected prior to any other ground disturbance.

B. BMP Installation and Maintenance: Provide, install, maintain, monitor, repair and replace BMPs as needed to maintain efficacy. Address all inspection comments received from the Engineer, AIR-EE, and/or DOTA's designated authorized representative.

C. 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.

D. Install and maintain stabilized construction entrances/exits, 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, conduct cleaning and sweeping immediately. Modify stabilized construction entrances/exits, as needed, to prevent mud from being tracked onto road. Stabilize entire access roads if necessary.

E. 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 that would cause a hazard to the work, airport operations, operations of other contractors, or to persons or property. If chemicals are used as soil stabilizers for erosion and dust control, submit the manufacturer's product data sheets of the chemicals to the Project Manager for acceptance by AIR-EE. Oil treating shall not be used. Dust screens and fabrics are not allowed to be mounted on, or to inhibit the view of, the TSA and AOA Security Fences.

F. Cover exposed surfaces 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.

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

1. Hydromulching cuts and fills that may erode.

2. Installing check dams or other silt control devices.

3. Other methods acceptable to AIR-EE.

H. Clean up and remove any pollutant that is attributed to the Contractor. Care shall be taken to ensure that no petroleum/chemical products, bituminous materials, or other deleterious substances, including debris, are allowed to fall, flow, leach, or otherwise enter the sewage systems or storm drains. Deposition of solid waste or the discharge of liquid waste, such as fuels, lubricants, bituminous waste, untreated sewage and other pollutants that may contaminate stormwater, surface waters, soil, or groundwater shall not be permitted.

I. Disturbed Area Stabilization: Immediately initiate stabilization of exposed soil areas upon completion of land-disturbing activities for areas where disturbance has permanently or temporarily ceased on any portion of the site. Land-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. Land-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 land-disturbing activities have temporarily or permanently ceased.

1. After the initiation of stabilization, stabilization activities shall be completed according to the following timeline:

    a. For projects with an NPDES Construction Permit:

        - For construction areas discharging into waters not impaired for nutrients or sediments, complete installation of stabilization measures within 14 calendar days after the temporary or permanent cessation of land-disturbing activities.

        - For construction areas discharging into nutrient or sediment impaired waters, complete installation of stabilization measures within 7 calendar days after the temporary or permanent cessation of land-disturbing activities.

    b. For projects without an NPDES Construction Permit, complete stabilization within 14 calendar days after the temporary or permanent cessation of land-disturbing activities.

J. Notice of Cessation: For projects with an NPDES Construction Permit, the Contractor shall submit a Notice of Cessation to CWB within seven calendar days after the end of the month that the project was completed and provide AIR-EE with a record of submittal.

K. Changes to Land-disturbing Activities: The Contractor shall be responsible to prepare a new SWPPP or SSBMP Plans or amend existing SWPPP or SSBMP Plans if changes to the project or to the Contractor's activities result in land-disturbing activities additional to those previously approved:

1. Land-disturbing activity outside of the approved limits is NOT allowed until approval and proper permits are received. Revised documents, including an updated SWPPP or SSBMP Plan, shall be submitted to and approved by AIR-EE prior to conducting additional land-disturbing activities.

2. If coverage under an NPDES Construction Permit is needed, no activity in the additional area may occur until the additional permit coverage is granted:

    a. If the project was already granted coverage under an NPDES Construction Permit, additional coverage shall be obtained from CWB for the additional area, either by adding the area to existing project documents, and applying for NPDES Construction Permit coverage for the entire project OR by creating new documents and obtaining separate NPDES Construction Permit coverage for the additional area.

    b. If the new disturbed area will result in the total disturbed area

equaling one (1.0) acre or more for a project without existing NPDES Construction Permit coverage, NPDES Construction Permit coverage shall be obtained from CWB that will cover all land-disturbing activities anticipated for the life of the project.

3.03 INSPECTIONS

Refer to the DOTA Construction Site Runoff Program for information pertaining to AIR-EE BMP inspections (pre-construction, routine, and final). Contractor self-inspections shall occur based on the frequency outlined in the SSBMP Plan and, if applicable, NPDES Permit (HAR 11-55) and SWPPP requirements.

A. Corrective Actions: The Contractor shall be responsible for the correction of all deficiencies identified during any of the above inspections.

1. If the Contractor fails to satisfactorily address inspection 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 related 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 progress payment. Additionally, DOTA can issue liquidated damages for deficiencies not resolved to DOTA's satisfaction and for illicit discharges or contaminant discharges to soil, groundwater, surface water, or State waters (see Appendix A).

2. Failure to install 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.

3. For all citations or fines received by the DOTA for non-compliance, including non-compliance with 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. The State may deduct incurred costs from the Contractor's progress payments; however, the Contractor shall be responsible for reimbursing the State if the costs exceed remaining payments owed to the Contractor.

4. 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 may make the appropriate deductions from the Contractor's progress payment.; however, the Contractor shall be responsible for reimbursing the State if the costs of correction exceed remaining payments owed to the Contractor.

PART 4 – MEASUREMENT AND PAYMENT

4.01 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.

Item No.	Item	Unit
01561.1	Construction Site Pollution Controls	Lump Sum

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

A. 20% of the line item price shall be paid upon the satisfactory completion of the Pre-construction BMP Inspection and associated corrective actions accepted by AIR-EE or their designated authorized representative, as described in Section 01561.3.03(A), above.

B. 70% 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 that will disturb one acre or more of land, or will be part of a larger common plan of development that will disturb one acre or more of land, payments shall be made only after Routine BMP Inspections described in Section 01561.3.03 above have been satisfactorily completed, and associated corrective actions accepted by AIR-EE or their designated authorized representative.

C. The remaining 10% of the line item price shall be paid after all temporary BMP measures have been satisfactorily removed.

Payment will be made only after the satisfactory completion of the Final BMP Inspection and associated corrective actions accepted by AIR-EE or their designated authorized representative, and acceptance of the Post-construction BMPs by AIR-EE or their designated authorized representative.

Liquidated Damages, up to $25,000 per day (Appendix A), 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.

The Liquidated Damages cited in Appendix A are in excess of reimbursement for any citations, fines, or penalties levied by any regulatory agency against the State due to the Contractor's violations of clean water regulations or standards.

Appendix A. Liquidated Damages Schedule for Non-Compliances

Non-Compliance	Amount
Failure to obtain coverage under an NPDES Construction Permit for construction activities associated with a project that will disturb one acre or more of land, or will be part of a larger common plan of development that will disturb one acre or more of land, as defined by DOH.	$1,000 per calendar day per violation.
Failure to obtain coverage under an NPDES Hydrotesting Permit for hydrotesting activities that will require effluent discharge into State waters or drainage systems.	$1,000 per calendar day per violation.
Failure to obtain coverage under an NPDES Dewatering Permit for dewatering activities that will require effluent discharge into State waters or drainage systems.	$1,000 per calendar day per violation.
Failure to comply with the conditions specified in an NPDES Permit, or any other applicable permit.	$1,000 per calendar day per violation.
Failure to schedule a Pre-construction BMP Inspection and receive acceptance of all associated corrective actions prior to conducting land-disturbing activities.	$1,000 per calendar day per violation.
Failure to provide corrective actions accepted by AIR-EE or their designated authorized representative by the deadlines identified in the BMP inspection report.	$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 properly install or maintain a BMP specified by the SSBMP Plan, SWPPP, contract drawings and documents, or permit.	$2,000 per calendar day per violation.

Non-Compliance	Amount
Failure to have an accepted amendment to the SSBMP Plan or an accepted amendment to the SWPPP prior to implementing changes to previously accepted BMPs. Note: Advance review and acceptance can be provided to satisfy this non-compliance. However, for projects with an NGPC or NPDES permit, the written amendment shall still be formally submitted for certification and signature by the authorized representative identified in the NGPC or NDPES Permit.	$2,000 per calendar day per violation.
Failure to conduct required inspections.	$1,000 for each of the first ten violations, $2,500 for each of the next ten violations, $5,000 for each subsequent violation.
Failure to maintain required records such as BMP inspection reports, rain gauge data logs, etc.	$500 per calendar day for the first ten days of each violation, $1,000 per calendar day for the next ten days of each violation, $2,500 per calendar day for each subsequent day of 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 previous verbal notifications, written warnings, or official enforcement letters (i.e. Warning Letter or Notice of Violation (NOV).

Liquidated Damages may be assessed for the following:

- Non-compliances listed in the Table, herein, included in Appendix A.
- Non-compliances have not been corrected in the timeframes noted.
- Corrective actions are not completed after a verbal notification, written warning (email or formal letter), or NOV 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 DOTA Engineer and AIR-EE along with documentation on how the deficiency was corrected. The DOTA Engineer and AIR-EE 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.

The Contractor shall not be entitled for compensation for any liquidated damages or penalty, fine, or citations assessed and deducted from the Contractor's progress payments, even after corrective actions have been taken.

END OF SECTION

SECTION 01562 – MANAGEMENT OF CONTAMINATED MEDIA, SOIL DISPOSAL, AND SOIL REUSE

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

A. This Section describes procedures for the management of known and/or unknown contaminated media (e.g., soil, sediment, groundwater, soil vapor, and building materials) and disposal and on-site reuse of either contaminated or uncontaminated soil/sediment (referred to herein as “soil”), that may be disturbed or generated during excavation or demolition activities, or other construction activities associated with this project.

B. All soil shall be treated as potentially contaminated until it is determined otherwise.

C. The Contractor shall supply all labor, materials, and equipment necessary for the removal, temporary storage, testing, handling, backfilling and management of soil and contaminated media to carry out the work in accordance with these specifications, and all applicable Federal, State, and local regulations and latest amendments.

D. The Contractor shall follow the State of Hawaii, Department of Transportation, Airports (DOTA) Programmatic Environmental Hazard Evaluation and Environmental Hazard Management Plan (DOTA EHE-EHMP), a Construction-Environmental Hazard Management Plan (C-EHMP) Addendum, or a Site-Specific C-EHMP, whichever applies to the project.

E. Qualified Environmental Professional: The Contractor shall employ a Qualified Environmental Professional (QEP) who possesses a minimum of five (5) years of experience providing environmental oversight for the management of contaminated media during construction activities, who shall assist with sampling, testing, and creating plans including the preparation of the Contractor’s C-EHMP (Site-Specific or Addendum). The QEP shall be identified in the applicable C-EHMP document.

F. The Contractor and their QEP shall review any site-specific investigation reports (e.g., Phase II Environmental Site Assessment [ESA]) or construction management plans, etc.) to understand the conditions that may affect work performance.

G. Should the Contractor deviate from the DOTA EHE-EHMP, C-EHMP Addendum, or Site-Specific EHMP, the Contractor shall be responsible to prepare or modify

any existing Hawaii Department of Health (DOH) required C-EHMP (Site-specific or Addendum). Any deviation from construction EHMPs will require approval by DOH and the DOTA Engineering Branch, Environmental Section (AIR-EE) prior to implementation. The Contractor shall detail deviations from standard practices and explain how those deviations will be protective of human health and the environment.

H. The primary contaminant-related hazards addressed by the DOTA EHE-EHMP or a C-EHMP include, but are not limited to, the following Contaminants of Potential Concern (COPCs):

1. Petroleum-related Hydrocarbons, e.g., TPH-g, TPH-d, TPH-o, BTEX, and PAHs
2. Constituents of light distillate fuels and/or Chlorinated Solvents (together considered volatile organic compounds or VOCs)
3. Polychlorinated Biphenyls (PCBs)
4. Pesticides, e.g., Chlordane, Dieldrin
5. Metals, e.g., Arsenic, Barium, Cadmium, Total Chromium, Lead, Mercury, Selenium, and Silver
6. Per- and Polyfluoroalkyl Substances (PFAS)

In addition, free petroleum product (e.g., gasoline, aviation gasoline, diesel fuel, jet fuel, motor oils, lubricating oils) may be encountered in soil or groundwater in areas of previous petroleum releases.

Soil vapor may be present from volatile COPCs present in subsurface soil or groundwater.

Should changes in site conditions or additional site information identify contaminants or risks to human health and/or the environment not addressed by the DOTA EHE-EHMP or C-EHMP (Site-Specific or Addendum), the Contractor shall be responsible to revise, update, and finalize a C-EHMP (Site-Specific or Addendum), to be reviewed and approved by AIR-EE and the DOH Hazard Evaluation and Emergency Response (HEER) Office.

The Contractor shall coordinate with AIR-EE, as well as have any C-EHMP (Site-Specific or Addendum) approved by the HEER Office, prior to the start or continuation (in the case of an Addendum) of any related ground disturbing activities.

1.03 REFERENCES

All work shall conform to the latest edition of the following, unless otherwise noted or specified on the drawings or in these specifications. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.

A. DOTA Construction Site Runoff Control Program
https://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program/

1. DOTA EHE-EHMP

2. DOTA Construction Best Management Practices (BMP) Manual

B. Department of Health (DOH) Hazard Evaluation & Emergency Response (DOH HEER) https://health.hawaii.gov/heer/

1. Technical Guidance Manual (TGM) for Implementation of the State Contingency Plan (including updates).

2. Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material.

3. HEER Office Screening for Environmental Hazards at Sites with Contaminated Soil and Groundwater.

4. HEER Office Construction EHMP and EHMP Addendum Template.

C. State of Hawaii Administrative Rules, Title 11, DOH
https://health.hawaii.gov/opppd/department-of-health-administrative-rules-title-11/

1. Chapter 54 Water Quality Standards

2. Chapter 58.1 Solid Waste Management Control

3. Chapter 59 Ambient Air Quality Standards

4. Chapter 11-260.1-279.1 Hazardous Waste Management: General Provisions

5. Chapter 280.1 Underground Storage Tanks

6. Chapter 451 State Contingency Plan

D. The Hawaii Environmental Response Law (Hawaii Revised Statutes [HRS] Chapter 128D) and the State Contingency Plan (Hawaii Administrative Rules [HAR] Title 11, Chapters 451-1–451-24).

E. American Petroleum Institute (API) RP 2219
https://www.api.org/oil-and-natural-gas/health-and-safety/refinery-and-plant-safety/occupational-safety/rp-2219

F. United States Code of Federal Regulations (CFR), Title 29: Labor
https://www.ecfr.gov/current/title-29

G. CFR, Title 40: Protection of the Environment
https://www.ecfr.gov/current/title-40

1. Part 50, “National Primary and Secondary Ambient Air Quality Standards A”.

2. Part 122, “EPA Administered Permit Program: The National Pollutant Discharge Elimination System”.

3. Part 261, “Identification and Listing of Hazardous Waste”.

4. Part 263, “Standards Applicable to Transporters of Hazardous Waste”.

5. Part 302, “Designation, Reportable Quantities, and Notification”.

H. CFR, Title 49: Transportation
https://www.ecfr.gov/current/title-49

1. Part 171, “General Information, Regulations, and Definitions”.

2. Part 172, “Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans”.

I. U.S. EPA Comprehensive Environmental Restoration, Compensation, and Liability Act (CERCLA), Section 107(1), exemption for cleanup of legally applied pesticide products.
https://www.epa.gov/enforcement/superfund-enforcement-authorities

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL WORK PROCEDURES

A. Prior to beginning work, the Contractor, the Contractor’s QEP, and the Engineer or their representative shall review and discuss all available information pertaining to contamination or potential contamination at the work site.

B. It should be noted that, in some cases, the contamination (e.g., soil or groundwater contaminated with metals, PCBs, pesticides, PFAS, etc.) may not be identifiable through visual and/or olfactory observation, and contaminant-specific field screening techniques may need to be implemented.

C. Potential or suspected contaminated media from separate locations or sources shall not be mixed or placed together without the approval of the Qualified Environmental Professional and AIR-EE.

D. The removal, transfer, or handling of explosive or flammable media shall be conducted using explosion-proof pumps and equipment. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor free. Discharge the vacuum pump exhaust gases through a hose of adequate size and length downwind of the truck and tank area. Vacuum truck operating and safety practices shall conform to API RP 2219. Collect tank residues in drums, tanks, or tank trucks labeled according to 49 CFR 171 and 49 CFR 172 and dispose of as required by regulation.

E. Contractor shall follow decontamination regulations and procedures as necessary.

F. Soil excavation, grading, and any disturbance of contaminated soil may cause a potential exposure to Contractor's employees and the public from the release of vapors or fugitive dust. The routes of exposure to dusts are by inhalation, ingestion, and dermal contact. The Contractor shall use engineering controls such as a cover, water spraying, and/or wind barriers to control fugitive dust to mitigate the release of and exposure to soil vapors.

G. The Contractor's QEP shall test excavated soil for the presence of COPCs and oversee excavated soil management in accordance with this Section and relevant guidance and regulations.

H. Contractor shall report construction activities in areas with contaminated soil or groundwater in accordance with an applicable C-EHMP or the DOTA EHE-EHMP. Contractor shall coordinate with the DOH HEER Office, the Engineer, and AIR-EE.

I. All Contractor correspondence with DOH and other regulatory agencies shall include the Engineer and AIR-EE.

3.02 PRECONSTRUCTION REQUIREMENTS

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

1. The Contractor's revisions to the C-EHMP Addendum or Site-Specific C-EHMP completed in the design phase, or creation of a C-EHMP addendum if deviating from the DOTA EHE-EHMP, that includes, but is not limited to:

a. Procedures, engineering controls, and methods the Contractor will use during the excavation, soil stockpiling and segregation, temporary storage, testing, handling, treatment, backfilling, and disposal of contaminated media, work area isolation, construction barriers, dust control, decontamination, and emergency management.

b. Names of the Contractor's and their subcontractor's qualified

personnel who will be supervising or managing contaminated materials at the site. Include the personnel's phone number and qualifications.

c. Name(s) of the Contractor's Qualified Environmental Professional, including their qualifications.

d. Proposed schedule of work.

e. Location map of temporary contaminated stockpiles and other contaminated media storage, including infrastructure such as pipes and appurtenances, if applicable.

f. All documents required as part of the appendices to the DOTA EHE-EHMP (e.g., health and safety plan and completing the management plans in the appendices) or C-EHMP (Site-Specific or Addendum) applicable appendices (e.g., health and safety plan, construction material documents, etc.).

3.03 CONSTRUCTION REQUIREMENTS

A. Soil Excavation and Stockpiling:

1. Notify the DOH HEER Office at least 90 calendar days prior to disturbing contaminated soil at "HEER Sites" utilizing the HI DOH e-Permitting System - Notification of Construction Activities (HEER Office). Version 1.6 (hawaii.gov) or most recent version available. Obtain AIR-EE's review and concurrence prior to submittal to DOH.

2. The disturbance of contaminated media shall be performed in accordance with the DOTA EHE-EHMP or the Contractor's approved C-EHMP (Site-Specific or Addendum), where applicable. The HEER Office and AIR-EE shall be immediately notified if contaminated media not previously known or anticipated is encountered. The HEER Office will determine whether additional sampling is required. The Contractor shall provide a location map with Global Positioning System (GPS) coordinates and approximate depth below ground surface at which contaminated media were encountered to the Engineer and AIR-EE.

3. Soil stockpiles shall be created and managed in accordance with project plans, the approved project-specific C-EHMP (if applicable), and the DOH Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material. If deviating from a DOH-approved C-EHMP, approval from DOTA and DOH is required. Contractor shall secure approval of new or revised stockpile characterization plans from DOTA prior to implementation. Soils placed in watertight containers shall be covered with plastic sheeting or positioned under a roof when not in active use. Soil stockpiles and containers shall be located at least 50 feet from drainage features, surface waters, and stormwater drainage paths.

4. Any liquid-phase oil or free product associated with the contaminated soil shall be drained prior to stockpiling. If feasible, the free product shall be separated from the soil, properly stored, profiled, and disposed of at an approved recycling or disposal facility.

B. Soil Testing and Disposal:

The Contractor shall test all soil generated during excavation, demolition, or other construction activities. Sampling and testing of stockpiles shall be, at a minimum, in accordance with the latest edition of the DOH's Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material. The Contractor's QEP shall direct the soil sample collection and testing methods in accordance with the most current guidelines. All soil intended for disposal or reuse shall be tested for the presence of applicable COPCs as established by the QEP and as approved by AIR-EE.

Stockpiles shall be tested using multi-increment (MI) sampling methodology in accordance with the TGM. Alternative sampling approaches, and appropriate decision unit (DU) volumes for large volume soil stockpiles, should be discussed with AIR-EE and may be utilized on a case-by-case basis when approved by the HEER Office.

No soil from airport property shall be reused at private-owner off-site properties, even if the soil appears acceptable for unrestricted use based on testing conducted. Exceptions to this policy may only occur with the written approval of the Engineer and AIR-EE. Disposal or reuse of soil at a residential property or where there are sensitive receptors (i.e. schools, recreational areas, etc.) will not be allowed under any circumstance.

For the purposes of this Section "off-site" is defined as any location outside of the established project construction boundary from which excavated soil was generated. There are two off-site soil disposal/reuse categories applicable to this Section: (1) Off-site within the Airport Boundary, and (2) Off-site and outside of the DOTA Airport Property. "On-site" refers to within the construction project boundary from which excavated soil was generated.

1. For off-site soil reuse <u>within the airport boundary</u>:

   a. The Contractor shall secure approval from the Engineer and AIR-EE for transport to the reuse location(s) prior to moving the soil.

   b. Soil shall not be categorized as or contain a regulated hazardous waste.

   c. Soil shall not exceed the DOH Tier 1 Environmental Action Levels (EALs) for unrestricted use.

2. For off-site soil disposal/reuse outside the airport property boundary:

   a. The Contractor shall confirm and comply with the disposal/receiving facility's testing requirements, as well as their standards for disposal/reuse.

   b. Soil that is a regulated hazardous waste shall be disposed at an approved United States Environmental Protection Agency (EPA) regulated facility.

   c. Soil that is above the DOH Tier 1 EALs for commercial/industrial use but not a regulated hazardous waste shall be disposed of at a DOH or EPA permitted disposal facility (i.e., landfill).

   d. Soil that is below the Hawaii Department of Health (DOH) Tier 1 Environmental Action Levels (EAL) for unrestricted use may be reused at an appropriate location as approved by the Engineer and AIR-EE.

   e. For any contaminated media removed from Airport property to an approved facility, the Contractor shall be responsible for its legal transport and disposal. Contractor shall provide to the Engineer copies of any soil disposal receipts.

3. For on-site soil reuse:

   a. The Contractor shall representatively test all soils designated for on-site reuse. Testing can occur either *in situ* prior to excavation or after excavation. Soil that does not exceed applicable DOH Tier 1 Environmental Action Levels (EAL) for unrestricted use may be reused on-site (within construction site boundaries) with AIR-EE approval.

   b. Soil with contaminants that exceed DOH Tier 1 EALs may be approved for on-site (within construction site boundaries) reuse with written approval from AIR-EE and when the following conditions are met:

      i. Contaminated soil is reused within other contaminated areas in the proximity of its original location and for which a long term EHE-EHMP has been established and (if necessary) can be readily modified to accommodate that change in site conditions.

      ii. Contaminated soil is reused no less than 150 meters from the nearest surface water or surface water inlet.

      iii. Contaminated soil is reused at an elevation above the tidally influenced high water table, and at least one foot

below the finish surface grade, with the most contaminated soil placed at the bottom of the excavation and cleanest soil toward the ground surface. A minimum of one foot of clean soil shall comprise the final, top backfill layer and, unless waived by DOTA and DOH, an impervious layer shall cap this top layer.

iv. Contaminated soil is not reused within or beneath the footprint of a permanent building structure.

v. Contaminated soil to be reused cannot contain free oil, oil sheens, oil stains, or total petroleum hydrocarbons (TPH) concentrations exceeding 5,000 milligrams per kilogram (mg/kg).

C. Groundwater Management: Groundwater may be contaminated by petroleum hydrocarbons, dissolved metals, PFAS, VOCs, and/or pesticides, and may be encountered during soil excavation or dewatering activities.

1. If contaminated groundwater is discovered at a previously unknown source or site on the project, the Contractor shall immediately notify the Engineer, AIR-EE, and HEER Office. Provide a location map with GPS coordinates and approximate mean sea level depth of the groundwater at which the contamination was encountered.

2. The disturbance of contaminated groundwater shall be performed in accordance with the DOTA EHE-EHMP, or C-EHMP (Site-Specific or Addendum), where applicable. The HEER Office will determine whether additional sampling is required.

3. If free product is present in the extracted groundwater, it shall be separated from the groundwater, profiled, and disposed of at an DOH-approved recycling/disposal facility. Free product shall not be moved from one excavation to another. Engineering measures shall be taken to prevent the transfer of the free product during dewatering. Water contaminated with free product shall not be discharged from a dewatering pit.

4. Releases of contaminated groundwater to surface water bodies or areas beyond the work area is prohibited.

5. Groundwater shall only be re-infiltrated in the ground with the prior approval of AIR-EE and the HEER Office. Under circumstances where contaminated groundwater cannot be re-infiltrated, proper disposal at a licensed facility shall be conducted. Notification to the appropriate agencies and other pertinent information related to the discharge shall be conducted by copying the Engineer and AIR-EE on all correspondence and copies of correspondence provided upon request.

6. The Contractor is responsible for the legal disposal or discharge of groundwater that is not re-infiltrated and shall provide AIR-EE with copies of waste manifests.

7. For groundwater containerized and removed from Airport property, the Contractor shall have representative samples taken and tested in accordance with DOH guidelines, standards, and regulations. A copy of the groundwater test results shall be submitted to AIR-EE. The groundwater shall not be disposed off-site without the approval of the Engineer and a written approval from the DOH-permitted facility receiving the groundwater indicating that they acknowledge the groundwater test results and providing their approval to dispose the groundwater at their facility. Transport off-site shall occur in DOT-approved containers or mobile tanks. Documentation for the removal of containerized groundwater is required in the Close-Out Report detailed in Section 3.04.

8. With approval from AIR-EE and oversight from the QEP, small volumes of groundwater may be disposed via evaporation from a constructed (lined) pond or basin, with solid residuals properly tested and disposed in accordance with this specification.

9. Release Reporting: Encountering previously unknown contaminated soil or groundwater during subsurface construction activities is considered a release and shall be reported to the HEER Office. Copies of the DOH Release Report, DOH-issued Release Number, and email correspondence (if applicable), shall be furnished to the Engineer and AIR-EE. The Contractor shall be responsible for release reporting and AIR-EE shall be included on all correspondence with the HEER office.

10. Report all leaks and spills immediately to AIR-EE, DOTA personnel, and regulatory agencies in accordance with the airport-specific DOTA Spill Reporting Fact Sheet available via the DOTA Construction Site Runoff Control Program Webpage at https://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program/.

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

D. Underground Storage Tanks (USTs) and Utility Pipes:

1. For any UST or pipeline, whether unexpectedly discovered or a planned removal, the nature of the UST or pipeline and whether they are inactive shall be determined prior to removal. Immediately notify the Engineer, AIR-EE and HEER Office of any unexpected encounter with a UST or buried piping.

2. The Contractor shall record field observations of the UST and pipelines. These observations shall include, but are not limited to, the following:

a. Location relative to fixed landmarks, including GPS coordinates. Provide a location map that shows the UST and pipelines that were encountered. The map shall include a North arrow and a scale.

b. Depth, diameter, length, and type of piping. Describe the condition of the pipe.

c. Volume and type of fuel or product, including analytical laboratory reports for the product recovered.

d. Beginning and ending fluid levels, if applicable.

e. Flow rates, if applicable.

f. Direction of flow.

g. Detailed photographs.

h. Detailed description of actions taken following the discovery, such as cutting, product removal, and disposal.

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

4. The removal of all USTs must comply with HAR § 11-280.1, and all correspondence related to identification, removal, and documentation shall be provided to the Engineer and AIR-EE. Only personnel knowledgeable and trained in pipeline and UST removal shall cut, drain, and remove USTs and pipelines. Hazardous conditions, particularly those created by explosive vapors and releases of product to the environment, shall be mitigated prior to removal activities. If any waste pipe or UST components are to be stored on-site prior to disposal, the area shall be lined with polyethylene plastic sheeting, 20 mil or thicker, and bermed to contain any free product. Provisions shall be in place to contain viscous products that may liquify after exposure to atmospheric heating. The waste pipe segments shall be drained of any residual product and stored on appropriate dunnage with the ends of the pipe sealed or covered to protect the interior of the pipe from contact with rainwater and wind.

5. All removed pipelines and USTs shall be properly disposed or recycled.

6. The Contractor shall prepare and submit a UST Removal Report, including the results of all sampling activities required under HAR § 11-280.1, to the Engineer, AIR-EE, and the DOH SHWB (UST Program).

3.04 POST-CONSTRUCTION REQUIREMENTS

A. Submit a Project Close-out Report within 30 calendar days after work is completed. The Close-out Report shall contain the following applicable contents:

1. A signed letter certifying that the removal and disposal of all contaminated materials were completed in accordance with the DOTA EHE-EHMP or Contractor's approved C-EHMP (Site-Specific or Addendum), and all applicable Federal, State, and local rules and regulations.

2. All approved DOTA EHE-EHMP deviation request forms. (Reference DOTA EHE-EHMP.)

3. Any Site-Specific EHMP(s) or Long-term EHMP(s). For locations at an airport for which DOTA has already established a Site-Specific EHMP from previous projects, the DOTA's Site-Specific EHMP shall remain applicable. Contractor shall assist DOTA by providing requested project data and records necessary to draft any required amendments resulting from a change in site conditions due to construction.

4. All testing and laboratory results, including chain of custody, for any soil/sediment, groundwater, soil vapor, or other media sampling and analysis.

5. Any results from air monitoring.

6. Record of Field Observations, including location map with GPS coordinates, limits, and depths of any contaminated media (soil, groundwater, etc.) that were encountered at previously unknown source or sites on the project. Include a copy of the completed Hawaii Hazardous Substance Written Follow-up Notification form that was submitted to DOH and all other associated documents.

7. If contaminated soil was disposed off-site (off Airport Property), include the following:

   a. A copy of the signed agreement from the receiving facility acknowledging the sample test results and indicating acceptance of the soil.

   b. Documentation of the quantity of soil received by the facility.

   c. Copies of the test results of the soil sampling.

   d. All certifications, disposal forms, waste manifests, and summary logs.

8. If any soil was approved for reuse on-site (within the construction site boundaries) or off-site within Airport Property, at a minimum, include the

following:

a. Copies of the test results of the soil sampling.

b. The quantity of soil that was re-used.

c. Location map of the re-used soil. Include GPS coordinates of its emplaced limits.

d. A brief description of the purpose of the reused soil (e.g., general fill, utility trench backfill material, etc.). Include the depth and thickness of its placement.

e. Photos of the site after placement of the re-used soil has been completed.

9. Record of Field Observation of any unanticipated UST or pipeline discovered during construction activities, including a copy of the completed DOH Notice of Intent to Close Underground Storage Tanks form, UST Closure Report, and all other associated documents.

10. The Close-out Report may be distinct to each contaminated media type/source. For sites with multiple contaminated media types/sources, Close-out Reports for each contaminated media type can be submitted separately or combined into a project-wide compilation of reports.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work specified in this Section will be paid at the unit price measurement noted below.

Item No.	Item	Unit
01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	Lump Sum
01562.2	Additional Management of Contaminated Media, Soil Disposal, and Soil Reuse	Allowance

Payment shall be full compensation for work prescribed in this Section and contract documents and stipulated below.

Lump Sum items will be paid in accordance with the bid price upon approval of completed work under that line item by the Engineer. Should any unforeseen conditions arise, payment shall be made by an allowance, as directed by the Engineer.

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

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

The Contractor shall be responsible for reimbursing DOTA for all citations, fines, and penalties levied by DOH, EPA, Department of Labor and Industrial Relations, or any other regulatory agency against the State due to the Contractor's failure to properly manage contaminated medias, including non-compliance with the DOTA EHE-EHMP, DOTA Site-Specific EHMP, or and Site-specific C-EHMP or C-EHMP Addendum. The Contractor shall reimburse the State within 30 calendar days for the full amount of any outstanding cost that the State has incurred. The State may deduct all incurred costs from the Contractor's monthly progress payments; however, the Contractor shall be responsible for reimbursing the State if the costs of correction exceed remaining payments owed to the Contractor.

If the Contractor fails to satisfactorily address the non-compliance item, DOTA reserves

the right to employ outside assistance or use the State's own labor forces to provide necessary corrective measures. The Contractor shall be fully responsible for all cost and time. The State shall charge the Contractor such incurred costs plus any associated project engineering costs and shall make appropriate deductions from the Contractor's monthly progress payment.

END OF SECTION

SECTION 01565 - SECURITY MEASURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

1.03 SUBMITTALS

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

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 SECURITY

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

Currently, the fee to obtain a new airport identification badge is $100.00, but due to the changing fee structure of these services, the Contractor shall inquire with the Daniel K. Inouye International Airport AOA badge and ramp license office at (808) 836-6548. For other Airport Districts cost inquiries should be made at the District Manager's office.

B. The Contractor shall comply with all existing and proposed airport security initiative requirements. Contractor may be subject to civil penalties up to $35,000.00 for each security violation.

C. The Contractor shall protect work areas from theft, vandalism, and unauthorized entry. Ensure that proper methods are undertaken to secure tools, materials, and equipment from the public.

D. All vehicles entering the AOA through any of the Airport Access Check Points may be subject to search. The Contractor shall allow extra time for these inspections and be able to provide personnel, as required, to assist Airport security personnel during the inspections.

E. If required by the State, the Contractor will be responsible for the posting of guards at access points where the construction traffic may compromise the integrity of the airport security. Payment for posting of security guards required by the State shall be paid for as an allowance item in the Proposal Schedule. The Contractor shall submit the name and qualifications of the security company to the Engineer for review prior to hiring the security company. The security company shall have extensive experience in working on airports and knowledgeable in airport security procedures within the State of Hawaii.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this Section, shall be considered incidental to, and included in the bid prices for the various items of work in this project.

END OF SECTION

SECTION 01580 - TEMPORARY FACILITIES AND UTILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES DURING CONSTRUCTION

A. Water and Sanitation: The Contractor shall provide temporary drinking water and sanitary facilities for the field personnel. The facilities shall be in accordance with the applicable health regulations and shall be maintained clean and operable until the conclusion of the construction work.

B. Telephone: The Contractor shall a have a telephone available for the State's use for communications with field personnel. Cellular telephones are acceptable. The Contractor shall install the telephone immediately upon starting work and maintain service until the project is completed. All costs associated with obtaining and maintaining telephone service shall be borne by the Contractor.

C. Electricity: Contractor shall obtain or provide temporary electric power and shall pay for all connections and energy charges incurred during construction.

D. Metering: Water and electrical services shall be metered and payment for meters and services shall be borne by the Contractor. Temporary connections for water shall include installation of a meter and backflow preventer at the point of connection according to State standards at the Contractor's cost. The Contractor shall submit requests for temporary connections in writing to the Engineer 14 calendar days prior to the connection and shall include a description of work and a sketch of the proposed installation.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01700 – MOBILIZATION, DEMOBILIZATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 GENERAL REQUIREMENTS

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

1.03 MOBILIZATION

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

1.04 DEMOBILIZATION

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

1.05 PERFORMANCE BOND

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

B. Demobilization will not be measured for payment.

4.02 BASIS OF PAYMENT

A. Mobilization will be paid for at the contract lump sum price under Mobilization. Partial payment will be made as follows:

1. When 2 1/2 percent of the original contract amount is earned, 50 percent of the bid amount will be paid.

2. When 5 percent of the original contract amount is earned, 75 percent of the bid amount will be paid.

3. When 10 percent of the original contract amount is earned, 100 percent of the bid amount will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

END OF SECTION

DIVISION 16 - ELECTRICAL

SECTION 16010 - GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 INTENT OF SPECIFICATIONS AND DRAWINGS

A. Specifications and Drawings are prepared in abbreviated form and include incomplete sentences. Omission of words or phrases are intentional and shall be provided by inference to form complete sentences. Omitted phrases such as "the Contractor shall" at imperative sentences shall be provided by inference to form complete sentences.

B. Specifications and Drawings complement each other and what is specified, scheduled or mentioned by one shall be binding as if called for by both.

1.03 DEFINITIONS

A. Provide: "Furnish, install, test and deliver to State in operating and ready to use condition".

B. Wiring: "Provide all raceways, junction boxes, conductors, devices, protection equipment, transformation, installation of motor controller (furnished by others) when required, etc., including testing for a complete, operative and ready to use electrical system."

C. Equal: "Material, equipment, or system including all necessary labor, modifications, and accessories satisfying the requirements of the contract documents to provide features or have operating characteristics equal or better than that specified".

D. Complete: "Furnished installation that is operative, tested, ready to use, and which satisfies the intent of the contract documents, including all necessary accessories and modifications".

E. Contractor: "General Contractor responsible for all work shall assign work to Subcontractors. Except where noted, work of this Section shall be assigned to the Electrical Subcontractor".

1.04 DESCRIPTION OF WORK

A. Electrical Work: Provide all articles, materials, equipment, systems, and services specified herein or on the drawings, or as normally required by accepted industry practice, including all labor, materials, taxes, fees, insurances, warranties, and incidentals required to provide a complete facility. Work shall include but shall not be limited to:

1. Complete disconnecting and removal of existing automatic transfer switch at Airfield Generator Building as indicated on plan.

2. Complete new automatic transfer switch and connection to existing emergency power system.

3. Complete testing.

4. Complete as-built drawings.

B. Non-Electrical Work: Concrete, masonry, forming, miscellaneous metals, painting, and door hardware by respective Sections of Contract. Make detailed arrangements with appropriate Contractors and coordinate work prior to bidding and during construction.

1.05 QUALITY ASSURANCE

A. Materials and Equipment: Materials and equipment shall conform to requirements of applicable technical sections and publications specified therein and shall be as shown on the drawings. Materials and equipment shall be new and shall be the products of the manufacturers regularly engaged in the manufacture of such products. All items shall essentially duplicate materials and equipment that have been in satisfactory use at least five (5) years prior to bid opening and shall be supported by a service organization that is, in the opinion of the Engineer, reasonably convenient to the site of installation.

B. List of Materials and Equipment: Submit in accordance with Section 01300 - SUBMITTALS. These lists shall include manufacturer's names and material or equipment identification such as styles, types, or catalog numbers, to permit ready and complete identification. Catalog cuts or brochures shall be included for lighting fixtures, public address speakers, fire alarm devices, video monitoring equipment, access control devices and flight information equipment.

1. Where items are specified by manufacturer's name or catalog number, substitutions will not be permitted after the expiration of the time limit allowed. Substitute items submitted and disapproved shall not be resubmitted in any modified form.

2. Samples of proposed substitute items may be required and shall be submitted by the Contractor at his expense as soon as possible after they are requested.

3. Items requiring shop drawings shall be included in the list of materials and equipment, identified by manufacturer's name and type, and accompanied by complete descriptive data, electrical and physical characteristics of the equipment and manufacturer's bulletins.

4. Burden of proof of equality of proposed substitutions will be the responsibility of the Contractor. Submittals shall be sufficiently detailed to permit evaluation of the proposed items. Inadequacy of Submittal will be sufficient cause to disapprove a proposed substitution. All prospective bidders must submit descriptive information on proposed material for pre-bidding approval, where an item is detailed but no manufacturer is named.

1.06 DEPARTURES

A. Departures resulting from substitution of materials or system shall be accompanied by appropriate changes in all affected work of every trade. Such changes shall be at no increase in the contract amount and shall be the responsibility of the Subcontractor or supplier responsible for the departures. Changes proposed by the Contractor shall be based on a system approach and shall be allowed if implemented without decrease in quality in performance or operations, increase in utility costs, or adverse affect on the available physical space to install the equipment. Such departures shall be submitted and noted in shop drawings for approval by the Engineer.

Departures initiated by other trades, requiring changes in the electrical system as well as other systems, shall be accompanied by appropriate changes to all affected work of every trade, at no increase in contract amount, by the trade responsible for the departures.

B. The General Contractor shall be responsible to coordinate, approve, and select systems that do not impose unaccounted-for-impact on the electrical work. It shall be understood that after the award of contract, all departures having electrical impact, unless otherwise noted, have been reviewed and approved by the General Contractor. Therefore all appropriate changes to the electrical system required to accommodate the departures shall be at no additional cost to the State.

1.07 SUBMITTALS

A. Shop Drawings: Submit in accordance with SECTION 01300 - SUBMITTALS. Shop drawings shall be submitted for the following equipment:

1. Automatic transfer switch.

2. Raceways.

3. Wires and cables.

4. Any built-to-order equipment.

B. Shop drawings shall be sufficiently comprehensive and detailed to permit evaluations, otherwise it may be rejected, and shall include as applicable the following:

1. Identification of each equipment and component.

2. Dimensioned outlines of all enclosures.

3. Dimensioned drawings of components such as switches, breakers and fuses.

4. Layouts and general arrangement of equipment.

5. Performance, operating and electrical characteristics including interrupting ratings, impedances and lighting photo-metrics.

6. Single-line wiring and interconnecting diagrams including point-to-point wiring diagrams.

C. Certificate of Compliance: Where required by section specifying the equipment, the Contractor shall submit six copies of certificates of compliance in accordance with the requirements of the General Provisions. The certificates shall include but not be limited to factory test reports.

D. Installation, Operation and Maintenance Data: Six (6) copies of installation, operation and maintenance data shall be submitted to the Engineer for equipment specified to require such data. The data shall be in the form of manuals and shall present instructions for operating, maintenance, and repair, recommended inspection points and periods for inspection in a practical, complete and comprehensive manner. The information shall be arranged in a logical, orderly sequence, including a general description of the equipment and significant technical characteristics. Test, adjustment and calibration information shall be furnished and identified to specific equipment. The installation, operation and maintenance data shall be as required in accordance with the General Provisions.

E. Approval Requirements:

1. Approval for material and equipment will be based on manufacturer's published data. Where materials or equipment are specified to be constructed and tested, or both, in accordance with the standards of the National Electrical Manufacturers Association (NEMA) or the American National Standard Institute (ANSI), the Contractor shall submit proof that the items furnished under this Section of the specifications conform to such requirements.

2. A certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard by a company listed as a member company of NEA for the section whose standards cover the item under consideration, will be acceptable as sufficient evidence that the item conforms to the requirements of the National Electrical Manufacturers Association.

3. A manufacturer's statement, indicating complete compliance of each item with the applicable ASTM, ANSI or other commercial standard specified, shall be submitted and will be acceptable as proof of compliance. Conformance with the agency requirements does not relieve the item from complying with any other requirements of the Specifications.

F. Equipment and Material Guarantees:

1. The Contractor shall guarantee all equipment and material, specified for a period of twelve (12) months from the date such material is accepted by the State, against defects in design, performance and workmanship. Guarantees shall be supported by manufacturer’s written warranties and shall be signed by an official of the manufacturer’s organization.

2. Replacement or repairs shall be made promptly upon receipt of notice by the Engineer of failure under normal and proper use and maintenance.

3. All costs of replacement and repair shall be borne by the Contractor provided that a report substantiating such defect or failure to conform to specifications is promptly given to the Contractor.

4. Lamps shall be guaranteed for 50% of rated life as published by manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS

All materials shall be new, except as specifically noted, and shall bear the label of Underwriter's Laboratories, Inc., wherever standards have been established and label service is normally and regularly furnished by the agency.

PART 3 - EXECUTION

3.01 MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR

The electrical installation shall be complete and operable and shall conform to the requirements of contract drawings. The Contractor shall provide all electrical equipment and materials, wiring, supports, and such additional parts as are necessary to make the installation complete. All Contractor furnished materials and equipment are subject to the approval of the Engineer.

3.02 PROTECTION DURING STORAGE

All materials and equipment shall be stored in a safe manner. Secure weather and fire protect from fire. All materials shall be stored above the ground or floor level to avoid damage by moisture.

3.03 PROTECTION OF WORK IN PROGRESS

All electrical materials and equipment shall be completely protected during the installation. Equipment shall be securely protected against physical or chemical damage. In areas exposed to weather, materials unused at the end of each day's work shall be stored in weather-protected locations. Damage to materials or equipment due to Contractor's neglect shall be repaired or replaced to the satisfaction of the Engineer by and at the expense of the Contractor.

3.04 PROGRESS OF WORK AND COORDINATION

The Contractor shall prepare a schedule giving sequence of electrical work. The electrical work shall be coordinated with the work of other Contractors and other trades. The schedule shall be submitted to and approved by the Engineer prior to beginning installation.

3.05 RULES

The installation shall conform to the applicable rules and regulations of the 2020 National Electrical Code and Airports Division of the State of Hawaii and other standards and publications specified in the technical sections.

3.06 COORDINATION

The contract drawings indicate the extent and general location and arrangement

of equipment, conduit and wiring. Electrical equipment shall be located so as to avoid interference with mechanical or structural features. Any wiring and equipment may be relocated within 10'-0" of the location shown on the drawings before installation is initiated at direction of Engineer and without additional increase in contract amount.

3.07 WORKMANSHIP

All materials and equipment shall be installed in accordance with approved recommendations of the manufacturer prior to the approval of the Engineer, and shall conform to the requirements of the contract drawings, and as described in these Specifications. The installation shall be accomplished by workers skilled in this type of work.

3.08 EQUIPMENT WIRING AND CONNECTIONS

All wiring for the connection of lighting fixtures and video monitoring system equipment, as indicated on the electrical drawings, shall be furnished and installed under this Section of the specifications, except as otherwise noted herein.

3.09 FIELD TESTS

After the installation is completed, and at such time the Engineer may direct, the Contractor shall conduct equipment operational field tests for approval. The Contractor shall place at his disposal all assistance, materials and services required to perform such tests. The tests shall be performed in the presence of the Engineer.

3.10 AS-BUILT DRAWINGS

Submit As-Built drawings in accordance with SECTION 01300 - SUBMITTALS.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this section will not be measured for payment, but shall be considered incidental and included in the prices bid for the various items of work in this project.

END OF SECTION

SECTION 16400 – ELECTRICAL WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

B. Latest published standards of U.L., Inc. NFPA, ANSI, NEMA, and EEI shall be applicable to all systems and components covered by such standards.

C. Related Work Described Elsewhere:

1. DIVISION 1 - GENERAL REQUIREMENTS.

2. SECTION 16010 - GENERAL ELECTRICAL PROVISIONS.

1.02 SUBMITTALS

A. Submit the following in accordance with SECTION 01300 - SUBMITTALS.

1. Manufacturer's Data:

a. Automatic Transfer Switch

2. Shop Drawings: Any special or built-to-order equipment.

1.03 GUARANTEE

All work and material executed under this Section shall be guaranteed to be free from defects of materials and workmanship for one (1) year from date of final acceptance of a project as a whole. All work of repair and replacement required, including other work damaged by this work's defects shall be performed without cost to State of Hawaii.

1.04 DRAWINGS

A. Specifications are accompanied by drawings of diagrammatic electrical plans showing locations of outlets, fixtures, and other electrical equipment. Locations are approximate. Before installing, study adjacent construction details and make installation in most logical manner. Any device or equipment may be relocated within 10'-0" before installation at direction of the Engineer without additional charge to the State.

B. Before installing, verify all dimensions and sizes of equipment at job site. Circuit and conduit routing is typical and may be altered in any logical manner; however, all changes shall be approved by the Engineer and shown on "as-built" drawings.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

All materials, equipment, and devices shall, as a minimum, meet the requirements of U.L. where U.L. standards are established for those items, and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise. Brand names and catalog number indicate standards of design and quality required. In case of obsolescence, supersedure, or error in catalog number, the associated description and intent implied by the application shall govern.

2.02 RACEWAYS AND FITTINGS

A. Rigid Steel Conduit (Zinc Coated): ANSI C80.1.

B. Electrical Metallic Tubing (EMT): ANSI C80.3.

C. Flexible Metal Conduit: U.L. 1.

D. Liquid-Tight Flexible Metal Conduit (Steel): U.L. 360.

E. Fittings for Metal Conduit, Electrical Metallic Tubing, and Flexible Metal Conduit: U.L. 514. All ferrous fittings shall be cadmium- or zinc-coated in accordance with U.L. 514.

F. Fittings for rigid metal conduit and IMC shall be threaded type. Split couplings are not acceptable.

G. Fittings for Electrical Metallic Tubing (EMT) shall be the compression type.

H. Minimum Raceway Size: 3/4" diameter, inside.

2.03 EXTERIOR OUTLET BOXES AND COVERS

A. Exterior exposed boxes shall be cast iron or alloyed aluminum with threaded hubs for conduit connections.

B. Plates for exterior exposed boxes shall be metal with neoprene gasket for sealing against entry of water or moisture into box. Manufacture and install according to NEC Article 370.

2.04 CABINETS, JUNCTION BOXES, AND PULL BOXES (WITH VOLUME GREATER THAN 100 CUBIC INCHES)

U.L. 50, hot-dip zinc-coated if of sheet steel.

2.05 WIRES AND CABLES

Wires and cables shall meet the applicable requirements of NPFA 70 and U.L. for the type of insulation, jacket, and conductor specified or indicated. Wires and cables manufactured more than 12 months prior to date of delivery to the site shall not be used.

1. Conductors: Conductors No. 10 AWG and smaller may be solid or stranded, and those No. 8 AWG and larger shall be stranded. Unless indicated otherwise, conductor sizes shown are based on copper. All conductors shall be copper.

2. Minimum Conductor Sizes: Minimum size for branch circuits shall be No. 12 AWG.

3. Color Coding: Provide all branch, control, and signaling circuit conductors. Color shall be green for grounding conductors, and white for neutrals, except where neutrals of more than one system are installed in same raceway or box, the other neutral shall be white with a colored (not green) stripe. The color of the ungrounded conductors in different voltage systems shall be as follows:

a.	120/208 volt, 3-phase:	Phase A - black
		Phase B - red
		Phase C - blue
b.	277/480 volt, 3-phase:	Phase A - brown
		Phase B - orange
		Phase C – yellow

4. Insulation: Unless specified or indicated otherwise, or required to be otherwise by NFPA 70, all power and lighting wires shall be 600-volt, Type THWN, XHHW, or THHN, except that grounding wire may be type TW.

5. Bonding Conductors: ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger.

2.06 SPLICES AND TERMINATION COMPONENTS

U.L. 486A and U.L. 486B, as applicable for wire connectors, and U.L. 510 for insulating tapes. Connectors for wires No. 10 AWG and smaller shall be insulated pressure-type in accordance with U.L. 486A or U.L. 486C (twist-on splicing connector). Provide solderless terminal lugs on stranded conductors.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General Requirements: Electrical installations shall conform to the requirements of NFPA 70 and to the requirements specified herein.

B. Wiring Methods: Wiring method shall be concealed with insulated conductors installed in conduit, except where specifically indicated or specified otherwise, or required by NFPA 70 to be installed otherwise. An insulated equipment-grounding conductor shall be provided in all branch circuits, including lighting circuits.

1. Electrical Metallic Tubing: Do not use in locations subject to physical damage and exposed to outdoors.

2. Exposed Conduit: Rigid steel, plastic-coated rigid steel.

C. Conduit Installation: Unless indicated otherwise, conceal all conduits in finished ceilings. Install conduit parallel with or at right angles to ceilings, walls, and structural members where located above accessible ceilings and where conduit will be visible after completion of project.

1. Conduit Support: Support conduit by pipe straps, wall brackets, hangers, or ceiling trapeze. Fasten by wood screws to wood; by toggle bolts on hollow masonry units; by concrete inserts or expansion bolts on concrete or brick; by machine screws, welded threaded studs, or spring-tension clamps on steel work. Threaded C-clamps may be used in rigid steel conduit only. Do not weld conduits or pipe straps to steel structures. The load applied to fasteners attached to concrete ceiling shall be vibration and shock resistant. Holes cut to a depth of more than 1-1/2" in reinforced concrete beams or to a depth of more than 3/4" in concrete joints shall not cut the main reinforcing bars. Fill holes that are not used. In partitions of light steel construction, use sheet-metal screws. In suspended ceiling construction, run conduit above the ceiling and fasten only lighting system branch circuit conduits to the ceiling supports. Spring steel fasteners may be used for lighting branch circuit conduit supports in suspended ceiling in dry locations.

2. Make changes in direction of runs with symmetrical bends or cast metal fittings. Make field made bends and offsets with a hickey or conduit bending machine. Do not install crushed or deformed conduits. Avoid trapped conduits. Prevent plaster, dirt, or trash from lodging in conduits, boxes, fittings, and equipment during construction. Free clogged conduits of all obstructions.

3. Fasten conduits to sheet metal boxes and cabinets with 2 locknuts where required by NFPA 70, where insulated bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, use at least a single locknut and bushing. Locknuts shall be the type with sharp edges for digging into the wall of metal enclosures. Install bushings on the ends of conduits and provide insulating type where required by NFPA 70.

D. Boxes, Outlets, and Supports: Provide boxes in the wiring or raceway systems wherever required for pulling of wires, making connections, and mounting of

devices or fixtures. Boxes for metallic raceways shall be of the cast metal hub type when located in normally wet locations, when surface mounted on outside of exterior surfaces, when installed exposed up to 7 feet above interior floors and walkways, and when installed in hazardous areas. Boxes in other locations shall be sheet steel. Each box shall have the volume required by NFPA 70 for the number of conductors enclosed in the box. Boxes for mounting lighting fixtures shall be not less than 4 inches square (or octagonal), except that smaller boxes may be installed as required by fixture configurations, as approved. Boxes for use in masonry block for tile walls shall be square-cornered tile type, or standard boxes having square-cornered tile type covers. Provide gaskets for cast metal boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces.

1. Boxes for use with raceway systems shall not be less than 1-1/2" deep, except where shallower boxes required by structural conditions are approved. Boxes for other than lighting fixture outlets shall be not less than 4 inches square, except that 4 in. x 2 in. boxes may be used where only one raceway enters the outlet. Telephone outlets shall be a minimum of 4 inches square by 1-1/2" deep.

2. Pull Boxes: Construct of not less than the minimum size required by NFPA 70 or code-gage aluminum or galvanized sheet steel, except where cast metal boxes are required in locations specified above. Furnish boxes with screw-fastened covers. Where several feeders pass through a common pull box, tag the feeders to indicate clearly the electrical characteristics, circuit number, and panel designation.

E. Conductor Identification: Provide conductor identification within each enclosure where a tap, splice, or termination is made. For conductors No. 6 and smaller, color-coding shall be by factory-applied color-impregnated insulation.

F. Splices: Make splices in accessible locations. Make splices in conductors No. 10 AWG and smaller with an insulated pressure type connector.

G. Grounding and Bonding: In accordance with NFPA 70. Ground all exposed non-current carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in nonmetallic raceways, and neutral conductor of wiring systems.

H. Grounding Conductor: Provide an insulated, green colored equipment grounding conductor in all branch circuits. This conductor shall be separate from the electrical system neutral conductor.

I. Repair of Existing Work: Layout the work carefully in advance. Where cutting, channeling, chasing, or drilling of ceilings is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, do this work carefully. Repair any damage to buildings, piping, or equipment using skilled mechanics of the trades involved.

3.02 FIELD OPERATING TESTS

A. The Contractor shall provide personnel to conduct all tests. As an exception to requirements that may be stated elsewhere in the contract, the Engineer shall be given 5 working days notice prior to each test.

1. Automatic Transfer Switches Subject to Manual Operation: Each device subject to manual operation shall be operated at least 3 times, demonstrating satisfactory operation each time.

2. Test on 600-Volt Wiring: Test all 600-volt wiring to verify that no short circuit or accidental grounds exist.

3. Grounding System Test: Test the grounding system to assure continuity.

3.03 FINISHING

A. Patch, repair, and restore all structural elements cut or drilled for installation of electrical system. Drilling, cutting, patching, repairing, and restoring shall be subject to approval of Engineer.

B. Attach electrical equipment to metal by bolts, nuts and washers. Close unused knockouts on existing enclosures with metal cap.

C. Wipe clean all exposed equipment and enclosures with rag and solvent. Paint finish all exposed equipment and enclosures damaged by new installation, color and finish to match existing. Factory finished equipment shall not be painted unless otherwise instructed.

D. Provide nameplates for all electrical equipment. Laminated plastic, black/white, engraved with 3/16" high commercial letters to exposed white. Screw mounted.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this Section will not be measured for payment but will be paid for at the Contract Lump Sum price.

Item No.	Item	Unit
16400.1	Electrical Work	Lump Sum

END OF SECTION

SECTION 16410 – AUTOMATIC TRANSFER & BY-PASS ISOLATION SWITCH

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This specification covers the requirements for furnishing and installing of a three source automatic transfer and by-pass isolation switch.

B. Furnish and install one (1) automatic transfer switch and one (1) automatic transfer and bypass-isolation switch (ATS/BPS) with number of poles, amperage, voltage and withstand current ratings as shown on the plans. Each system shall be the product of one manufacturer and shall consist of an automatic transfer switch and a two-way bypass/isolation switch. All ATS/BPSs and control modules shall be the product of the same manufacturer.

C. Description of Operation. Upon the loss of utility power source, the system shall provide all necessary controls to start both alternate standby generator power sources. The standby loads will be automatically transferred to the first alternate power source that achieves acceptable and voltage and frequency. The second alternate power source will then automatically shutdown after a time delay and cool down period. If the first alternate power source fails, the second alternate power source will automatically be re-started and the load will be transferred from the first to the second alternate power source. When the utility power is restored, the controls will automatically retransfer the load to the Utility power source

1.02 WORK INCLUDED

A. The Contractor under this Division shall provide all labor, materials, equipment, supervision and services required for the installation of the automatic transfer and by-pass isolation switch. The finished installation shall be complete, operable and shall include all work specified herein and shown on the Drawings.

B. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All systems shall be properly adjusted and in working order at the time of final acceptance.

C. All painting and other finishing work shall conform to the applicable requirements of the specifications as prescribed in appropriate sections.

D. It is the intent of these Specifications and other Contract Documents to require an installation complete in every detail. Consequently, the Contractor will be

responsible for minor details or for any special construction which may be found necessary to properly furnish, install, adjust, test, and place in successful and continuous operation, the entire automatic transfer and by-pass isolation switch system, and the cost of same shall be included in the contract price.

1.03 CODES AND STANDARDS

A. The automatic transfer and bypass isolation switch and accessories shall conform to the requirements of:

1. UL 1008 – Standard for Automatic Transfer Switches.

2. NFPA 70 – National Electrical Code.

3. NFPA 110 – Emergency and Standby Power Systems.

4. IEEE Standard 446 – IEEE Recommended Practice for Emergency and Standby Power systems for Commercial and Industrial Applications.

5. NEMA Standard ICS10-1993 (formerly ICS2-447) – AC Automatic Transfer switch.

1.04 RELATED WORK

A. SECTION 16011 – GENERAL ELECTRICAL REQUIREMENTS.

B. SECTION 16400 – ELECTRICAL WORK.

PART 2 - PRODUCTS

2.01 MECHANICALLY HELD TRANSFER SWITCH

A. Transfer switch unit shall be electrically operated and mechanically held. The electrical operator shall be a single-solenoid mechanism, momentarily energized. Main operators which include Overcurrent disconnect devices will not be accepted. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.

B. Switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.

C. All main contacts shall be silver composition. Switches rated 600 amperes and above shall have segmented, blow-on construction for high withstand current capability and be protected by separate arcing contacts.

D. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. A manual-operating handle shall be provided for maintenance purposes. The handle shall permit the operator to manually stop the contacts at any point throughout their entire travel to inspect and service the contacts when required.

E. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.

F. Where neutral conductors must be switched as shown on the plans, the ATS shall be provided with fully rated overlapping neutral transfer contacts. The neutrals of the normal and emergency power sources shall be connected together only during the transfer and retransfer operation and remain connected together until power source contacts close on the source to which the transfer is being made. The overlapping neutral contacts shall not overlap for a period greater than 100 milli-seconds. Neutral switching contacts which are not overlapping are not acceptable.

G. Where neutral conductors are to be solidly connected as shown on the plans, a neutral conductor terminal plate with fully rated AL-CU pressure connectors shall be provided.

2.02 BYPASS-ISOLATION SWITCH

A. A two-way bypass-isolation switch shall provide manual bypass of the load to either source and permit isolation of the automatic transfer switch from all source and load power conductors. All main contacts shall be manually driven.

B. Power interconnections shall be silver-plated copper bus bar. The only field installed power connections shall be at the service and load terminals of the bypass-isolation switch. All control interwiring shall be provided with disconnect plugs.

C. Separate bypass and isolation handles shall be utilized to provide clear distinction between the functions. Handles shall be permanently affixed and operable without opening the enclosure door. Designs requiring insertion of loose operating handles or opening of the enclosure door to operate are not acceptable.

D. Bypass to the load-carrying source shall be accomplished with no interruption of power to the load (make before break contacts). Designs which disconnect the load when bypassing are not acceptable. The bypass handle shall have three operating modes: “Bypass to Normal,” “Automatic,” and “Bypass to Emergency.” The operating speed of the bypass contacts shall be the same as the associated transfer switch and shall be independent of the speed at which the manual handle is operated. In the “Automatic” mode, the bypass contacts shall be out of the power circuit so that they will not be subjected to fault currents to which the system may be subjected.

E. The isolation handle shall provide three operating modes: "Closed," "Test," and "Open." The "Test" mode shall permit testing of the entire emergency power system including the automatic transfer switches with no interruption of power to the load. The "Open" mode shall completely isolate the automatic transfer switch from all source and load power conductors. When in the "Open" mode, it shall be possible to completely withdraw the automatic transfer switch for inspection or maintenance to conform to code requirements without removal of power conductors or the use of any tools. ATS must be capable of being isolated with all doors closed and locked. The handle must be externally operable. Designs that require operation with the door open are unacceptable.

F. When the isolation switch is in the "Test" or "Open" mode, the bypass switch shall function as a manual transfer switch.

G. Designs requiring manual operation of interlocks for bypass, isolation; or ATSs which cannot be completely withdrawn when isolated are not acceptable.

2.03 MICROPROCESSOR CONTROL PANEL

A. The control panel shall direct the operation of the transfer switch. The panel's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and inherent serial communications capability. The control panel shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the control panel to be disconnected from the transfer switch for routine maintenance.

B. The control panel shall be enclosed with a protective cover and be mounted separately from the transfer switch unit for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers.

C. The control panel shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:

1. IEEE 472 (ANSI C37.90A) Ring wave test.

2. EN55011:1991 Group 1, Class A Conducted and radiated emission.

3. IEC1000-4-2 (EN61000-4-2): 1995 Electrostatic discharge (ESD) immunity.

4. IEC1000-4-3 (ENV50140): 1993 Radiated electromagnetic field immunity.

5. IEC1000-4-4 (EN61000-4-4): 1995 Electrical fast transient (EFT) immunity.

6. IEC1000-4-5 (EN61000-4-5): 1955 Surge transient immunity.

7. ENV50141: 1993 Conducted radio-frequency field immunity.

8. EN61000-4-11: 1994 Voltage dips, interruptions and variations immunity.

9. Mil Std 461, Class 3C, Group 1 Test UM05 Radiated & conducted electromagnetic emissions.

2.04 ENCLOSURE

The ATS and ATS/BPS systems shall be supplied completely assembled in a UL type 1 enclosure, unless otherwise shown on the plans.

2.05 VOLTAGE AND FREQUENCY SENSING

A. The voltage of each phase of the normal source shall be monitored, with pickup adjustable from 85% to 100% of nominal and dropout adjustable from 75% to 98% of pickup setting.

B. Single-phase voltage sensing of the emergency source shall be provided, with pickup voltage adjustable from 85% to 100% of nominal and independent frequency sensing with pickup adjustable from 90% to 100% of nominal.

C. Repetitive accuracy of all settings shall be with $\pm$2% over an operating temperature range of –20^{o}C to 70^{o}C.

D. Voltage and frequency settings shall be field adjustable in 1% increments without the use of tools, meters or power suppliers. Actual settings shall be clearly defined in the operator's manual.

2.06 TIME DELAYS

A. A time delay shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Adjustable from 0 to 6 seconds.

B. A time delay shall be provided on transfer to emergency adjustable from 0 to 5 minutes for controlled timing of transfer of loads to emergency.

C. A time delay shall be provided on retransfer to normal, adjustable from 0 to 30 minutes. Time delay shall be automatically bypassed if emergency source fails and normal source is acceptable.

D. A time delay shall be provided on shutdown of engine generator for cool down, adjustable from 0 to 60 minutes.

E. All time delays shall be fully field adjustable without the use of tools.

2.07 ADDITIONAL FEATURES

A. A SPST gold-flashed contact rated 10 amps, 32 VDC shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred. Also provide a “commit/no commit to transfer” selector switch to select whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.

B. A momentary-type test switch shall be provided to simulate a normal source failure.

C. Terminals shall be provided for a remote contact which opens to signal the ATS and ATS/BPS to transfer to emergency and for remote contacts which open to inhibit transfer to emergency and/or retransfer to normal.

D. Auxiliary contacts, rated 10 amps, 250 VAC shall be proved consisting of one contact, closed when the ATS is connected to the normal source and one contact closed, when the ATS is connected to the emergency source.

E. Indicating lights shall be provided, one to indicate when the ATS and ATS/BPS are connected to the normal source (green) and one to indicate when the ATS and ATS/BPS are connected to the emergency source (red).

F. A visual position indicator shall be provided to indicate bypass-isolation switch position. Pilot lights shall indicate availability of power sources. A prominent and detailed instruction plate shall be furnished.

G. Terminal shall be provided to indicate the actual availability of the normal and emergency sources, as determined by the voltage sensing pickup and dropout settings for each source.

2.08 REQUIRED ACCESSORIES

A. Engine Exerciser: An engine generator exercising timer shall be provided, including a selector switch to select exercise with or without load transfer. The exerciser shall be programmable to enable exercise for 1 minute to 24 hours per day in 1-minute increments for 1 to 7 days per week. The exercising timer shall be equal to ASCO Accessory 11C.

B. Inphase Monitor: An Inphase monitor shall be inherently built into the controls. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The inphase monitor shall be specifically designed for and be the product of the ATS and ATS/BPS manufacturer. The inphase monitor shall be equal to ASCO Accessory 27.

C. Communications Networks: A full duplex RS485 interface shall be installed in the ATS control panel to enable serial communications with remotely located annunciators and/or network supervisors. The serial communication interface shall be equal to ASCO Accessory 72A.

2.09 WITHSTAND AND CLOSE-ON RATINGS

A. The ATS and ATS/BPS shall be rated to close on and withstand the available rms symmetrical short circuit current at the ATS and ATS/BPS terminals with the type of Overcurrent protection shown on the plans.

B. The ATS and ATS/BPS shall be UL listed in accordance with UL1008 and be labeled in accordance with that standard's 1½ and 3 cycle, long-time ratings. ATS/BPSs which are not tested and labeled with 1½ and 3 cycle (any breaker) ratings and have series, or specific breaker ratings only, are not acceptable.

2.10 TESTS AND CERTIFICATION

A. The complete ATS and ATS/BPS shall be factory tested to ensure proper operation of the individual; components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.

B. Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and close on ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be include in the certification.

C. The ATS and ATS/BPS manufacturer shall be certified to ISO 9001 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/develop, production, installation and servicing in accordance with ISO 9001.

2.11 SERVICE REPRESENTATION

A. The ATS and ATS/BPS manufacturer shall maintain a national service organization of company-employed personnel located in the County of Maui. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.

B. The manufacturer shall maintain records of each switch, by serial number, for a minimum of 20 years.

PART 3 – EXECUTION

3.01 GENERAL

Install automatic transfer and automatic transfer/by-pass isolation switch in accordance with contract drawings, manufacturer's recommendations, and as approved by the Contracting Officer.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this section will not be measured for payment, but shall be considered incidental and included in the prices bid for the various items of work in this project.

END OF SECTION

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

PROPOSAL TO THE STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROJECT:	REPLACE AUTOMATIC TRANSFER SWITCHES LIHUE AIRPORT LIHUE, KAUAI, HAWAII
PROJECT NO.:	CK1422-33
CONTRACT TIME:	All work under this Contract shall be completed within TWO HUNDRED FORTY (240) Calendar days from the date indicated in the Notice to Proceed from the Department.
LIQUIDATED DAMAGES:	ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for each and every calendar day which the Contractor has delayed the completion of this project.
PROJECT MANAGER:	Jonathan Yoshida Department of Transportation, Airports 400 Rodgers Blvd., Suite 700 Honolulu, HI 96819 (808) 838-8875 jonathan.r.yoshida@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. Bidders shall refer to 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 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____.
(Fill in other acceptable security.)

The undersigned Bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as Bidder, has listed the name of each person or firm, who will be engaged by the Bidder on the project as a Subcontractor or Joint Contractor and the nature of work to be done by each. The Bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Subcontractor or Joint Contractor. For each listed firm, the Bidder declares the respective firm is a Subcontractor or Joint Contractor and is subject to evaluation as a Subcontractor or Joint Contractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

Name of Subcontractor	Nature and Scope of Work
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Name of Joint Contractor	Nature and Scope of Work
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.

PROPOSAL SCHEDULE

REPLACE AUTOMATIC TRANSFER SWITCHES
LIHUE AIRPORT
LIHUE, KAUAI, HAWAII
STATE PROJECT NO. CK1422-33

	Item No.	Description	Approx. Qty	Unit Price	Total
A	**DIVISION 1 - GENERAL REQUIREMENTS**				
	01561.1	Construction Site Pollution Controls	LS	LS	$ _____
	01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	LS	LS	$ _____
	01562.2	Additional Management of Contaminated Media	Allowance	Allowance	$ 15,000.00
	01700.1	Mobilization (Not to exceed 6% of sum of all items, excluding this item, all allowances and force account items)	LS	LS	$ _____
B	**DIVISION 16 - ELECTRICAL**				
	16400.1	Electrical Work	LS	LS	$ _____

TOTAL AMOUNT FOR COMPARISON OF BIDS $ _____

Notes:

The bid prices herein shall include all labor, materials, equipment, and incidentals necessary to construct all items in place, including installation and testing of equipment, complete and ready for operation, all in accordance with the plans and specifications.

1. Bid shall include all Federal, State, County and other applicable taxes.

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 shall be grounds for rejection of bid.

4. State reserves the right to reject any or all Bids and to waive any defects in said Bids in the best interest of the State.

5. Submission of a Bid is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.

6. The bidder's attention is directed to Section 2.11 – BID SECURITY of the "General Provisions", as amended by the Special Provisions.

7. Bidders shall be paid for actual work performed as directed by the Engineer for allowance items. Bidders will not be paid overhead and profit for unused allowance funds.

8. If the TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for the project, then the State reserves the right to negotiate with the lowest, responsive, responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes (HRS), to further reduce the scope of work and award a contract thereafter.

9. **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. Bidders shall not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.** 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.**

   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.

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

AIRPORTS

FORMS

Sample Contract
Performance Bond (Surety)
Performance Bond
Labor and Material Payment Bond (Surety)
Labor and Material Payment Bond
Chapter 104, HRS Compliance Certification
Provisions to be Included in Construction Procurement Solicitation
Certification of Compliance for State Resident (ACT 192, SLH 2011)

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:

SAMPLE

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.

SAMPLE

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

SAMPLE

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 Obligee 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 Obligee 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 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 Contract with the 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 make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto _____
(State/County entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount

_____DOLLARS ($_____)
(Dollar amount of Contract)

lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heir, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

☐ **Legal Tender;**

☐ **Share Certificate** unconditionally assigned to or made payable at sight to_____
Description:_____

☐ **Certificate of Deposit**, No. _____, dated _____ issued by _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Cashier's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Teller's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Treasurer's Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Official Check** No. _____, dated _____ drawn on _____ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

☐ **Certified Check** No. _____, dated _____ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____;

WHEREAS:

The Contractor has by written agreement dated _____ entered into a contract with Obligee for the following Project:_____

_____

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

NOW THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond..

Signed this _____ day of _____, _____.

(Seal)_____
Name of Contractor

_____
Signature*

_____
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:

A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and

B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.

2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this _____ day of _____, 20___.

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this
_____day of_____
Notary signature_____
Notary public, State of _____
My Commission Expires:_____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: ____
Notary Name: _____ _____Circuit
Doc. Description: _____

_____
Notary signature_____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:

   a. "Contract" means contracts for construction under 103D, HRS.

   b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.

   c. "Construction" has the same meaning as in Section 103D-104, HRS.

   d. "General Contractor" means any person having a construction contract with a governmental body.

   e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.

   f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.

   g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011–Employment of State Residents Requirements:

   a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

EXHIBIT 1

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 Statues §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 Chapter103B, 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.

_____
Notary Public, 1st Circuit, State of Hawai'i
My commission expires: _____

Doc. Date: _____ # of Pages_____ 1st Circuit
Notary Name: _____
Doc. Description: _____
_____
_____

_____
Notary Signature Date
NOTARY CERTIFICATION

EXHIBIT 2