

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

GENERAL REQUIREMENTS, GENERAL PROVISIONS, AND TECHNICAL PROVISIONS

FOR

EAST RAMP TAXILANE REPAIRS

AT

KAHULUI AIRPORT (OGG)

KAHULUI, MAUI, HAWAII

STATE PROJECT NO. CM1641-33

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for **EAST RAMP TAXILANE REPAIRS AT KAHULUI AIRPORT (OGG), KAHULUI, MAUI, HAWAII, STATE PROJECT NO. CM1641-33**, 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.hawaii.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 AND TIME is June 8, 2026, 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 asphalt pavement repairs including cold milling, asphalt paving, and new pavement markings. The estimated cost of construction is five million dollars (\$5,000,000.00).

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A" 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/>.

A virtual pre-bid conference is scheduled for May 6, 2026, at 11:00 a.m., HST. Interested bidders shall contact Roger Ross, State Project Manager, directly at roger.r.ross@hawaii.gov, no later than May 5, 2026, at 12:00 p.m., HST, to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HlePRO.

A pre-bid site visit is scheduled for May 8, 2026. Interested bidders shall contact Roger Ross, State Project Manager, directly at roger.r.ross@hawaii.gov, no later than May 4, 2026, at 2:00 p.m., HST. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HlePRO **no later than May 19, 2026, at 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 HlePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, and/or 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 Roger Ross, State Project Manager, by phone at (808) 895-2954, or by email at roger.r.ross@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.



CURT T. OTAGURO
Deputy Director of Transportation for Airports

HIePRO RELEASE DATE: April 29, 2026

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INSTRUCTIONS FOR CONTRACTOR'S LICENSING

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

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 (HlePRO) - The State of Hawaii eProcurement System for issuing solicitations, receiving proposals and responses, and issuing notices of award.”

3. The definition for “Bid” is amended by deleting it and replacing in with the following:

“Bid – The offer of a Bidder, on the prescribed HDOT form, to perform the work required by the proposed contract documents, for the price quoted, and within the time allotted.”

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. As specified in the Notice to Bidders, all requests shall be posted as a question in HlePRO under the “Question and Answer” tab. Supporting documents for specific request shall be emailed to the Project Manager specified in the Notice to Bidders. Request must be posted in HlePRO and supporting documents received by the Project Manager no later than twenty-two (22) 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 HlePRO 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 HlePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HlePRO.**

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

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

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, in the form and composed, substantially, with the same language as provided herewith and signed by both parties;
- (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 103, 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 HlePRO.

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 HlePRO 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 Article VII – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC of the General Provisions:

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

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

The Contractor is responsible for the security of access points to the Airport Operational Area that are located within the limits of construction and will be fined 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.”

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

Liquidated damages shall be THREE THOUSAND DOLLARS (\$3,000.00) for each Working Day for failure to complete construction within the Completion Times shown in the Proposal.

8.20 LIMITATION OF OPERATIONS is hereby added to ARTICLE VIII – PROSECUTION AND PROGRESS of the General Provisions:

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

General - The Contractor shall schedule his operations to minimize interference with the movement of aircraft or passengers as may be required by the Engineer. The Contractor shall be responsible to alert all of his personnel to the location of power and signal cables installed for the operation of the airport. The Contractor shall control his operations in a manner to preclude any possible damage to those cables. Utility companies shall be notified by the Contractor one week before commencement of work. The Contractor shall give notice to the Engineer in writing, at least 168 hours before operating within 75 feet from the edge of any taxiway and the Engineer will assure himself that the Airport Management personnel are notified in sufficient time to publish the warning (NOTAM). The Contractor shall immediately repair any damages to the existing perimeter fence to prevent inadvertent entry to the Airport Operation Area (AOA).

Work in Vicinity of Runways and Taxiways in Use - Under the terms of this contract, it is intended that work shall be completed without disturbing the paved surface of existing runways and taxiways, unless shown otherwise on the plans. Aircraft traffic shall not be interrupted. The Contractor shall schedule to work within 75 feet of the taxiway as directed by the Airport Management. No ruts, holes, or open trenches of 3 inches or more in depth and no objects or material 3 inches or more in height shall be permitted within the safety area when the airfield is in operation in conformance to Federal Aviation Regulation Part 139. The Contractor is also informed that Airport Zoning Regulations dictate that a 'clear zone' be maintained 500 feet on each side of an active runway, to be known as a hazardous area. The Contractor shall comply with all regulations governing ground operations within hazardous areas. The following FAA Advisory Circulars or later versions and FAA Regulations specify these requirements:

AC 150/5210-5C	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 ARTICLE VIII – PROSECUTION AND PROGRESS of 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

PART I - GENERAL PROVISIONS

The Hawaii Department of Transportation AIR and WATER Transportation Facilities Division General Provisions for Construction Projects dated 2016 is not physically included in these specifications. The General Provisions are available at <http://hidot.hawaii.gov/administration/con/>

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PART II - TECHNICAL PROVISIONS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01005 - 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 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. Disposal of excess soil materials
6. Construction stakes, lines and grades
7. 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 Kahului Airport, Kahului, Hawaii. Work will be on the East Ramp Taxilane and Main Terminal Apron.
- B. Conditions:
 - 1. The Main Terminal and airport roadways shall remain operational at all times, except as shown on the Plans. Any damages to existing areas caused by the Contractor shall be repaired by the Contractor at no cost to the State.
 - 2. Upon execution of the contract, the Contractor, at their cost, shall obtain all permits required for this project.

1.06 HOURS OF WORK

- A. Work shall be performed from 10:00 p.m. to 6:00 a.m. as shown on the Plans. Contractor shall submit a proposed construction schedule to Engineer for review and approval within 14 calendar days prior to start of work. The Contractor shall coordinate their schedule with the Engineer if rescheduling of work or intermittent work is required, such work shall be performed at no extra cost to the State. If the Contractor elects to work overtime, compensation for State employees and for construction management consultant as authorized by the State shall be the Contractor's obligation to pay in accordance with Section 7.6 – “Overtime and Night Payment for State Inspection Services” of the General Provisions of Construction Projects (2016).
- B. Contractor shall clean work areas at the end of each working shift. Rubbish, loose materials, etc. shall be disposed of daily. **Tools and equipment shall not be left unattended during work hours.** This includes tools left in unlocked vehicles, in the bed of pickup trucks, or in unlocked job sites. TSA citations may result in fines in excess of \$13,000 per violation and the confiscation of AOA badges. Materials shall be safely secured and stored in an area designated by the Airport Manager.

1.07 SAFETY

- A. The Contractor shall take the necessary precautions to protect his workers and other personnel from injuries. The rules and regulations promulgated by the Occupational Safety and Health Acts are applicable and made a part of these specifications.
- B. Barricades and warning signs shall be erected by the Contractor in the work area to properly protect all personnel in the area.

- C. During the progress of the work debris, empty crates, waste, material drippings, etc., shall be removed by the Contractor at the end of each 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 01010 – DEFINITION OF TERMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provision of the contract, including the General Provisions for Construction Projects (2016), Special Provisions, and General Requirements of the Specifications, apply to the work specified in this section. This Section shall be in accordance with FAA Specification Section 10: Definition of Terms, as included as an attachment to this Section.

1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. Federal Aviation Administration (FAA)

- 1. FAA Specification Section 10: Definition of Terms

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 BASIS OF MEASUREMENT AND PAYMENT

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

PART 5 - ATTACHMENTS

5.1 FAA Specification Section 10 Definition of Terms

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of

Paragraph Number	Term	Definition
		the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	<p>A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.</p>
10-33	Major and Minor Contract Items	<p>A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.</p>
10-35	Modification of Standards (MOS)	<p>Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.</p>
10-37	Owner	<p>The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Hawaii Department of Transportation - Airports.</p>

Paragraph Number	Term	Definition
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of

Paragraph Number	Term	Definition
		the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See

Paragraph Number	Term	Definition
		the construction safety and phasing plan (CSPP) for limits of the TSA.
10-66	Owner Defined terms	Construction Manager (CM) - The CM acts as an agent of the owner and is not legally or financially responsible for completion of the work.

END OF SECTION 10

SECTION 01100 – CONTRACTOR QUALITY CONTROL PROGRAM

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. The General Provision of the contract, including the General Provisions for Construction Projects (2016), Special Provisions, and General Requirements of the Specifications, apply to the work specified in this section. This Section shall be in accordance with FAA Specification Item C-100: Contractor Quality Control Program (CQCP), as included as an attachment to this Section.

1.2 REFERENCES

- A. Federal Aviation Administration (FAA)
 - 1. FAA Specification Item C-100: Contractor Quality Control Program (CQCP)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 BASIS OF MEASUREMENT AND PAYMENT

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

PART 5 - ATTACHMENTS

5.1 FAA Specification Item C-100 Contractor Quality Control Program (CQCP)

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) 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 here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop is not required for this project.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP 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 QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff

2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.
- (4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than

one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-6 Inspection requirements. QC 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 as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be

inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC 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 QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

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

- a.** Specification item number (e.g., P-401)
- b.** Item description (e.g., Hot Mix Asphalt Pavements)
- c.** Test type (e.g., gradation, grade, asphalt content)
- d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
- f.** Responsibility (e.g., plant technician)
- g.** Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC 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 RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

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

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- (8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests 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 QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC

charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP 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 CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear 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 use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

- (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Not Used

BASIS OF PAYMENT

100-14 Payment will be made under:

All work under this section shall not be paid separately and shall be considered incidental to and included in the bid prices for the various items of work in the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

SECTION 01105 - MOBILIZATION

PART 1 - General

1.1 RELATED DOCUMENTS

- A. The General Provision of the contract, including the General Provisions for Construction Projects (2016), Special Provisions, and General Requirements of the Specifications, apply to the work specified in this section. This Section shall be in accordance with FAA Specification Item C-105: Mobilization, as included as an attachment to this Section.

1.2 DESCRIPTION OF WORK

- A. This Section shall consist of work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project.

1.3 REFERENCES

- A. Federal Aviation Administration (FAA)
 - 1. Item C-105: Mobilization.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- 3.1 Not Used.

PART 4 - Measurement and payment

4.1 METHOD OF MEASUREMENT

- A. Method of measurement and payment shall be in accordance with FAA Specification Item C-105, paragraph 105-5.

4.2 BASIS OF PAYMENT

- A. Basis for payment shall be in accordance with FAA Specification Item C-105, paragraph 105-6.

PART 5 - attachments

- 5.1 FAA Specification Item C-105: Mobilization

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 6 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item 01105.1 Mobilization (not to exceed 6% of sum of all items, excluding this item and all allowances) – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)
WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

SECTION 01210 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances. Certain materials, equipment, and services are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, equipment, and services to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances in this Contract include:
 - 1. Management of Contaminated Media
 - 2. Crack Repair
 - 3. Contingency allowances.
- C. Related Sections include Divisions 1 through 16 Sections for items of work covered by allowances.

1.3 SUBMITTALS

- A. Submit in accordance with Section 01300 – Submittals.
 - 1. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
 - 2. Submit invoices or delivery slips to show actual quantities of materials and equipment delivered to the site for use in fulfillment of each allowance.
 - 3. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by RPR for State's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit and related costs for products, equipment and services ordered by the State under select contingency allowances are included in the contingency allowance and are not part of the Total Contract Price. These costs include

delivery, installation, taxes, insurance, equipment rental, and similar costs. Reference the contingency allowances' respective specification sections for information.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate consultants, vendors, subcontractors, materials and installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

-----END OF SECTION 01210-----

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED SECTIONS

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

1.2 PROJECT DOCUMENTATION

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

1.3 DETAILED CONSTRUCTION SCHEDULE

- A. The Contractor shall submit a detailed construction schedule to the RPR for review, no later than thirty (30) calendar days after award 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 RPR on a weekly basis. The Contractor shall promptly inform the RPR of any proposed change in the schedule and shall furnish the RPR with a revised schedule and cash flow diagram within fifteen (15) calendar days after approval of such change.

- C. The schedule shall be kept up to date, taking into account the actual progress of work and shall be updated if necessary, every thirty (30) calendar days. The updated schedule shall, as determined by the RPR, be sufficient to meet the requirements for the completion of the separable parts of work and the entire projects as set forth in the contract.
- D. Upon commencing work, the Contractor shall submit at the start of each week to the RPR for review, a detailed two (2) week construction schedule.
- E. If at any time during the progress of the Work, the Contractor's actual progress appears to the RPR to be inadequate to meet the requirements of the contract, the RPR 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 RPR 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 RPR nor the RPR'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 RPR 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.
- F. The Contractor shall submit to the RPR one (1) reproducible and three (3) prints of the detailed construction schedule and of each revised schedule submitted thereafter.

1.4 SCHEDULE OF VALUES

- A. The Contractor shall submit the Schedule of Values to the RPR for review, no later than thirty (30) calendar days after award of the Contract.
- B. Format and Content: Use the Project Specifications table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break 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 for lump sum items or items that are not measured for directly.
 - 4. Unit price and quantity accepted for measured items.
- 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.

1.5 OTHER SUBMITTALS REQUIRED BEFORE CONSTRUCTION

- A. The Contractor shall submit the following items prior to or at the pre-construction meeting or unless otherwise noted:
 - 1. Name, residence phone number, addresses and scope of authority for the following persons:
 - a) Superintendent
 - b) Contractor's authorized representative to sign documents
 - c) Two (2) additional persons who can be contacted during non-working hours for emergencies.
 - d) Field Office location and phone numbers (cellular, pager, fax, etc.)
 - 2. Name of Safety Officer
 - 3. Notice of Materials to be furnished
 - 4. Three (3) copies each of Certificates of Insurance. The State of Hawaii, Department of Transportation, Airports Division shall be named as additionally insured. If

canceled, thirty (30) days written notice to the State of Hawaii must be given. If certificates are not correct, work cannot proceed.

5. Three (3) copies each Insurance and Tax Rates.
6. 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.
7. List of equipment to be used on the job. Designate maximum working height and capacity of equipment involved and their respective rental rates.
8. Three (3) copies of an expenditure (cash flow) plan consisting of an anticipated work completion graph plotting contract time and gross payment anticipated.

1.6 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 RPR 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 RPR.
- B. The Contractor shall submit for review to the RPR, or to a representative designated by the RPR, 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."
- C. Items are to be reviewed prior to commencing fabrication or delivery of material to the job site.
- D. Each copy of the drawings, certificates, catalog cuts, and lists reviewed by the RPR will be stamped "REVIEW ACTION" with the appropriate action noted therein. The review of the RPR 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 RPR 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.

1.7 MAINTENANCE DATA AND OPERATING INSTRUCTIONS

- A. 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.

- B. The Contractor shall submit a draft to the RPR for review prior to the submission of the final copies.
- C. 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.
- D. For each equipment, include information on detailed parts listings (part numbers and costs) with the manufacturer's name, address, contact person, e-mail address and phone/fax numbers. Provide the contact name, address, e-mail address and phone/fax numbers of the distributor in the State of Hawaii for each equipment.
- E. Include a separate section on warranty information on all products and equipment. Provide this information in a tabular format with a listing on all products and equipments with warranty start and completion dates for each item.
- F. Include separate sections on all approved submittals, test reports, certifications, etc.
- G. All information shall be arranged in a logical, orderly sequence. Manuals submitted by the manufacturer will not be accepted.

1.8 TEST REPORTS

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

1.9 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:

General Contractor's Name

PROJECT TITLE: _____

AIRPORT: _____

STATE PROJECT NO: _____

AIP PROJECT NO: _____

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

ITEM NO. _____

SUBMITTAL NUMBER _____

DATE RECEIVED _____

SPECIFICATION SECTION # _____

SPECIFICATION PARAGRAPH # _____

DRAWING NUMBER _____

SUBCONTRACTOR NAME _____

SUPPLIER NAME _____

MANUFACTURER NAME _____

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

- B. This stamp "filled in" should appear on each reproducible shop drawing, on the cover sheet of copies of test and mill reports, certificates of compliance, catalog cuts, brochures, etc. The stamp should be placed on a heavy stock paper merchandise (approximately 3" x 6") and one tag tied to each sample submitted for approval. The tag on the samples should state what the sample is, so that if the tag is accidentally separated from the sample they can be matched up again. The back of this tag will be used by the RPR for receipt, approval, and log stamp for any comments that relates to the sample.
- C. Submission Number: Each submission is to be sequentially numbered in the space provided in the Contractor's stamp. Correspondence and transmittal will refer to this number.
- D. The Contractor 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

- A. 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, and the following requirements:
- B. The Contractor shall maintain on the job site two (2) sets of full-size contract drawings, marking them in red to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction.
- C. 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.
- D. 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.
- E. 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

- F. 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 RPR, and shall be subject to approval before acceptance.

1.11 GUARANTEES

- A. Guarantee periods shall start at time of acceptance in writing by the State.
- B. All guarantees and warranties shall be made out to the "State of Hawaii." Supplier and subcontractor guarantees shall be co-signed by the Contractor.
- C. The Contractor is solely responsible for coincidence or non-coincidence of factory warranties or equipment guarantees, and the Contractor's own warranties and guarantees as required by the contract. The Contractor is solely responsible for scheduling and coordinating the installation of equipment and materials so as to take maximum advantage of factory warranties.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.1 BASIS OF MEASUREMENT AND PAYMENT

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

-----END OF SECTION 01300-----

SECTION 01533 – TEMPORARY BARRICADES AND FACILITIES

PART 1 - GENERAL

1.1 RELATED SECTIONS

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

1.2 SUMMARY

- A. This Specification outlines procedures and regulations to be followed by the Contractor during the course of this work to ensure traffic safety and security.
 - 1. 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.
 - 2. The Contractor shall provide adequate personnel and trained radio operator/flagmen; and furnishing, installing, and removing (as required), all necessary safety equipment, barricades, detours, and other facilities. This includes haul route sweeping, FOD control, and all other work necessary and required during each phase of the work for the entire contract duration. All work shall be accomplished in conformance with Federal Aviation Administration (FAA) and Hawaii Department of Transportation (HDOT) guidelines and as directed by the RPR. The Contractor shall provide the necessary items for each phase as indicated on the Plans and approved Construction Safety and Phasing Plan (CSPP).

1.3 SUBMITTALS

- A. 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 fourteen (14) calendar days after award of the Contract.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All materials shall be in conformance with the details provided on the Plans or referenced in other Technical Specifications, in accordance with FAA and HDOT requirements, and to the satisfaction of the RPR. All work and installation of materials shall be performed in full accordance with the latest applicable rules, regulations, requirements, and specifications included in the current editions of the following:
 - 1. Latest version of “Standard Specifications for Road, Bridge and Municipal Construction,” as published by the Hawaii State Department of Transportation

2. US DOT – Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
3. FAA AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport
4. FAA AC 150/5345-55, Lighted Visual Aid to Indicate Temporary Runway Closure
5. FAA AC 150/5370-2, Operational Safety on Airports During Construction

2.2 BARRICADES

- A. The Contractor shall install barricades as designated on the approved CSPP. The barricades shall be of the low profile type, highly reflective and marked with diagonal alternating orange and white stripes. Red flashing lights shall be mounted on each barricade. Lights shall be solar powered, omnidirectional, capable of being seen at a distance of two miles and flash at a rate of 45-60 flashes per minute. Solar panels in conjunction with sufficient battery backup capacity, shall be provided to power lights during night time hours and extended periods of cloud cover. The barricades shall be spaced no greater than 6 feet apart.
- B. The Contractor shall be responsible for his own security and protection of his property, including mobilization yard for the barricades.
- C. Barricades, in general, shall be neat and in good condition, as required for the taxiway closure purpose.
- D. The Contractor shall coordinate and sequence this work with the RPR to permit the continuing operation of the existing Airport facility. Barricades shall be removed at the end of each work shift concurrent with the re-opening of the runway or taxiway. Contractor shall notify the RPR after all the barricades have been removed at the end of each work shift.
- E. Reflective cones shall be used to demarcate AOA travel routes, locations where vehicles shall yield to aircraft, or other critical locations along the travel route as directed by the RPR.

2.3 CONSTRUCTION AREA ILLUMINATION DURING NIGHTTIME WORK

- A. Contractor shall provide supplemental lighting equipment (light plants) sufficient to adequately illuminate all work areas during periods of limited visibility or at night.
- B. All paving machines, rollers, milling machines, distributor trucks, and other support equipment, except for haul trucks, shall be equipped with artificial illumination to safely illuminate the area immediately surrounding these pieces of equipment.
- C. For all pavement milling, crack repair, placement of tack coat, asphalt paving, rolling, finishing, and temporary and permanent pavement marking activities, portable lighting equipment shall be placed on both sides of the work activity and at locations and at a spacing that provides the most natural color illumination and contrast with a minimum of shadows. The adequacy of such illumination shall be determined by the RPR.
- D. Contractor shall be required to provide additional supplemental lighting equipment as directed by the RPR. All supplemental lighting equipment shall be positioned and

adjusted to aim away from ATCT cabs and active taxiways and runways to prevent blinding effects. Supplemental lighting equipment shall be removed from the construction site when the pavement is reopened to aircraft operations.

PART 3 - EXECUTION

3.1 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 Special Provisions, Paragraph 8.21. All requests for badges and AOA decals shall be submitted in writing to the Airport District Manager through the RPR within fourteen (14) calendar days after award of the Contract. Only authorized personnel working on this project shall be allowed to obtain badges. The Contractor shall be responsible to pay for all costs associated with complying with airport security requirements, including obtaining airport security identification badges.

Currently, the fee to obtain a new airport identification badge is \$60, but due to the changing fee structure of these services, the Contractor shall inquire with the Airports District Pass and ID office.

- B. The Contractor shall comply with all existing and proposed airport security initiative requirements. Contractors may be subject to civil penalties up to \$35,000.00 for each security violation.
- C. The Contractor shall protect and secure work areas, including staging 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. The Contractor shall be responsible for the posting of guards at access points where construction traffic is required for continuous hauling and/or delivery operations that compromise the integrity of the airport security. The Contractor shall submit the name and qualifications of the security company to the RPR for HDOT review and approval prior to hiring the security company. The security company shall have extensive experience in working on airports and be knowledgeable in airport security procedures within the State of Hawaii.

3.2 TRAFFIC SAFETY

- A. All work shall be in accordance with FAA AC 150/5370-2, Operational Safety on Airports During Construction.
- B. All marking of vehicles and construction equipment shall conform to FAA AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport and the Special Provisions.

- C. All temporary items shall be maintained in good working order throughout the duration of their use. Lighted equipment shall be checked daily for proper operation and repaired or replaced immediately if found to be inoperable.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT AND PAYMENT.

- A. 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, Contract Documents, and the CSPP including but not limited to, all labor, materials, tools, equipment, and all incidentals necessary to provide temporary security measures, and install, maintain, monitor, repair, replace, modify, and remove safety equipment, barricades, detours, and other facilities.

Item No.	Description	Unit
01533.1	Temporary Traffic Safety and Security	Lump Sum

-----END OF SECTION 01533-----

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 01561.1, 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 Stormwater Pollution Prevention Plans (SWPPPs) for the HNL, OGG, and 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 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 A). 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.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
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
<p>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.</p> <p>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 NPDES Permit.</p>	<p>\$2,000 per calendar day per violation.</p>
<p>Failure to conduct required inspections.</p>	<p>\$1,000 for each of the first ten violations, \$2,500 for each of the next ten violations, \$5,000 for each subsequent violation.</p>
<p>Failure to maintain required records such as BMP inspection reports, rain gauge data logs, etc.</p>	<p>\$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.</p>
<p>Any violation resulting in a polluted discharge.</p>	<p>Up to \$25,000 per calendar day per violation.</p>
<p>Note: Liquidated Damages shown in the Table shall be assessed at the discretion of the DOTA.</p>	

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). References to the Site-specific Construction-Environmental Hazard Management Plan (C-EHMP) do not apply unless contamination is identified during construction that warrants additional plans, if directed by DOH.]
- 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 and/or finalization of the Contractor’s C-EHMP. The QEP shall be identified in the applicable C-EHMP document.
- F. The Contractor and their QEP shall review any available 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 or Site-Specific

EHMP, the Contractor shall be responsible to prepare or modify any existing Hawaii Department of Health (DOH) required C-EHMP. Any planned deviation from construction EHMPs will require written notification to and 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 products (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, the Contractor shall be responsible to revise, update, and finalize a C-EHMP 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 approved by the HEER Office, prior to the start or continuation 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 Template.
- C. State of Hawaii Administrative Rules, Title 11, DOH
<https://health.hawaii.gov/opppd/departement-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
- 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>

1.04 SUBMITTALS

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

1. Preconstruction Submittals:

Final Contractor C-EHMP reviewed and approved by AIR-EE and the HEER Office [as needed per 01 57 13.3.02.A.1]

Notification to DOH HEER Office at least 90 calendar days prior to disturbing contaminated soil at "HEER Sites" [as needed per 01 57 13.3.03.A.1]

Written request to deviate from the DOTA EHE-EHMP or Site-Specific EHMP for review and approval by DOH and AIR-EE [as needed per 01 57 13.1.02.G]

2. Construction Submittals:

Revised C-EHMP reviewed and approved by AIR-EE and the HEER Office [as needed per 01 57 13.1.02.H]

Written request to deviate from the DOTA EHE-EHMP or Site-Specific EHMP for review and approval by DOH and AIR-EE [as needed per 01 57 13.1.02.G]

Release Notification to DOTA and HEER Office [as warranted per 01 57 13.3.03.E.1]

Spills/Leaks reporting [as warranted per 01 57 13.3.03.E.2]

UST Removal Report [as warranted per 01 57 13.3.03.D.6]

3. Post-construction Submittals:

Project Close-out Report submitted within 30 calendar days after work is completed [as needed per 01 57 13.3.04.A]

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 QEP 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 dust are by inhalation, ingestion, and dermal contact. The Contractor shall use engineering controls such as a cover, water spraying, tenting, and/or wind barriers along with any necessary worker personal protective equipment (PPE) 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 draft Site-Specific C-EHMP if prepared in the design phase, or creation of a C-EHMP if deviating from the DOTA EHE-EHMP during the course of the project, 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 QEP , 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 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 1.7 \(hawaii.gov\)](http://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, 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 within the airport boundary:
 - 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, 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.

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).

E. Reporting requirements:

1. 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.
2. 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.

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, 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.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
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 Liquidated 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 Site-specific C-EHMP. 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 02101 - PREPARATION/REMOVAL OF EXISTING PAVEMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provision of the contract, including the General Provisions for Construction Projects (2016), Special Provisions, and General Requirements of the Specifications, apply to the work specified in this section. This Section shall be in accordance with FAA Specification Item P-101: Preparation / Removal of Existing Pavements, as included as an attachment to this Section.

1.2 DESCRIPTION OF WORK

- A. This Section shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal and processing of existing pavements, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01300 – Submittals.

1.4 REFERENCES

- A. Federal Aviation Administration (FAA)
 - 1. Item P-101: Preparation / Removal of Existing Pavements.

1.5 SUBMITTALS

- A. Prior to commencing work in this Section, the Contractor must submit a Pavement Removal Plan in accordance with Section 01300 – Submittals.
 - 1. Description of the proposed method of accomplishing pavement removals.
 - 2. Descriptions of the proposed equipment.

PART 2 - PRODUCTS

- 2.1 All materials and equipment required for this item shall be in accordance with FAA Specification Item P-101.

PART 3 - EXECUTION

- 3.1 Removal of existing pavement shall be in accordance with FAA Specification Item P-101.
- 3.2 PCC pavements shall be processed for use in FAA Specification Item P-219.
- 3.3 AC pavements shall be processed for use in FAA Specification Item P-403
- 3.4 Preparation of joints and cracks prior to overlay/surface treatment shall be in accordance with FAA Specification Item P-101.

- 3.5 Concrete spall or failed asphaltic concrete pavement repair shall be in accordance with FAA Specification Item P-101.
- 3.6 Cold milling shall be in accordance with FAA Specification Item P-101.
- 3.7 Preparation of asphalt pavement surfaces prior to surface treatment shall be in accordance with FAA Specification Item P-101.
- 3.8 Maintenance shall be in accordance with FAA Specification Item P-101.
- 3.9 Preparation of joints in rigid pavement prior to resealing shall be in accordance with FAA Specification Item P-101.
- 3.10 Removal of Pipe and other buried structures shall be in accordance with FAA Specification Item P-101.
- 3.11 Removal of airfield electrical items in accordance with Section 16101.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Method of measurement and payment shall be in accordance with FAA Specification Item P-101, paragraph 101-4.1, 101-4.2, 101-4.3, 101-4.4, 101-4.5, 101-4.6, and 101-4.7.

4.2 BASIS OF PAYMENT

- A. Basis for payment shall be in accordance with FAA Specification Item P-101, paragraph 101-5.1.

PART 5 - ATTACHMENTS

- 5.1 FAA Specification Item P-101 Preparation/Removal of Existing Pavements

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Not Used.

b. Asphalt pavement removal. Not Used.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

101-3.3 Removal of Foreign Substances/contaminates prior to overlay or remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

High-pressure water, cold milling, or rotary grinding may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate

to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair. Not used.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed of off Airport property]. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of off the airport unless designated on the plans.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed of off Airport property.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Not used.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Not Used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Not used.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Not used.

b. Removal of Inlets/Manholes. Not used.

METHOD OF MEASUREMENT

101-4.1 Cold milling. The unit of measure for cold milling shall be 3 to 4 inches of milling per square yard (square meter). The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

- Item 02101.1 Cold Milling – per square yard
- Item 02101.2 Joint and Crack Repair – Allowance

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

SECTION 02401 - ASPHALT MIX PAVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provision of the contract, including the General Provisions for Construction Projects (2016), Special Provisions, and General Requirements of the Specifications, apply to the work specified in this section. This Section shall be in accordance with FAA Specification Item P-401: Asphalt Mix Pavement, as included as an attachment to this Section.

1.2 DESCRIPTION OF WORK

- A. This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100 – Contractors Quality Control Program; FAA Specification Item C-100.
- B. Section 01300 – Submittals.
- C. Section 02603 – Emulsified Asphalt Tack Coat; FAA Specification Item P-603.

1.4 REFERENCES

- A. Federal Aviation Administration (FAA)
 - 1. FAA Specification Item P-401: Asphalt Mix Pavement

1.5 SUBMITTALS

- A. Submit in accordance with Section 01300 - Submittals
- B. Job mix formula (JMF) laboratory's current accreditation and accredited test methods shall be in submitted in accordance with the requirements of FAA Specification Item P-401, paragraph 401-3.2.
- C. JMF mixture shall be submitted in accordance with the requirements of FAA Specification Item P-401, paragraph 401-3.3.
- D. Coatings for truck beds to prevent asphalt from sticking to the truck beds shall be submitted in accordance with the requirements of FAA Specification Item P-401-4.4
- E. A laydown plan shall be submitted in accordance with the requirements of FAA Specification Item P-401, paragraph 401-4.12.
- F. A lighting plan shall be submitted in accordance with the requirements of FAA Specification Item P-401, paragraph 401-4.17.

PART 2 - PRODUCTS

- 2.1 Aggregates: in accordance with FAA Specification Item P-401, paragraph 2.1.
- 2.2 Mineral Filler: in accordance with FAA Specification Item P-401, paragraph 2.2.
- 2.3 Asphalt Binder: in accordance with FAA Specification Item P-401, paragraph 2.3.
- 2.4 Anti-Stripping Agent: in accordance with FAA Specification Item P-401, paragraph 2.4.
- 2.5 Composition of mixtures, job mix formula (JMF) laboratory, JMF, and control strip shall be in accordance with FAA Specification Item P-401.

PART 3 - EXECUTION

- 3.1 Construction Methods shall be in accordance with FAA Specification Item P-401.
- 3.2 The Contractor Quality Control shall be in accordance with FAA Specification Item P-401.
- 3.3 Material Acceptance shall be in accordance with FAA Specification Item P-401.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. Method of measurement and payment shall be in accordance with FAA Specification Item P-401, paragraph 401-7.1.

4.2 BASIS OF PAYMENT

- A. Basis for payment shall be in accordance with FAA Specification Item P-401, paragraph 401-8.1 and 401-8.2.

PART 5 - ATTACHMENTS

- 5.1 FAA Specification Item P-401 Asphalt Mix Pavement.

Item P-401 Asphalt Mix Pavement

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0% maximum	ASTM C142
Percentage of Fractured Particles	Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face ¹	ASTM D5821
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 ²	ASTM D4791
Bulk density of slag ³	Weigh not less than 70 pounds per cubic foot	ASTM C29.

¹ The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

² A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

³ Only required if slag is specified.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	0% to 15% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate.

401-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral Filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084 ¹

¹ Follow procedure B on RTFO aged binder.

401-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

COMPOSITION

401-3.1 Composition of mixture(s). The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in

separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

401-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.

- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of blows or gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
Tensile Strength Ratio (TSR) ¹	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA) ^{2, 3}	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

¹ Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

² AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

³ Where APA not available, use Hamburg Wheel test (AASHTO T-324) 10mm @ 20,000 passes at 50°C.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve
1 inch (25.0 mm)	--
3/4 inch (19.0 mm)	100
1/2 inch (12.5 mm)	90-100
3/8 inch (9.5 mm)	72-88
No. 4 (4.75 mm)	53-73
No. 8 (2.36 mm)	38-60
No. 16 (1.18 mm)	26-48
No. 30 (600 μm)	18-38
No. 50 (300 μm)	11-27
No. 100 (150 μm)	6-18
No. 200 (75 μm)	3-6
Minimum Voids in Mineral Aggregate (VMA)¹	15.0
Asphalt Percent:	
Stone or gravel	5.0-7.5
Slag	6.5-9.5
Recommended Minimum Construction Lift Thickness	2 inch*

¹To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.5 Control Strip. A control strip is not required.

CONSTRUCTION METHODS

401-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	°F	°C
Greater than 2 inches but less than 3 inches	45	7

401-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

a. Inspection of plant. The RPR, or RPR’s authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

401-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

401-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4.1 Material transfer vehicle (MTV). Material transfer vehicles are not required.

401-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

401-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating

at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

401-4.7 Density device. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

401-4.8 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed 325°F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.

401-4.9 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.10 Preparation of Asphalt mixture. The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

401-4.11 Application of Prime and Tack Coat. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

401-4.12 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 10 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

401-4.13 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.14 Joints. The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

401-4.15 Saw-cut grooving. Saw-cut grooving is not required.

401-4.16 Diamond grinding. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

401-4.17 Nighttime paving requirements. The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

401-5.1 General. The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

401-5.2 Contractor quality control (QC) facilities. The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

401-5.3 Contractor QC testing. The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved

CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. In-place density monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than 1/4 inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 ft or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on the paving plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch vertically. The documentation will be provided by the Contractor to the RPR within 24 hours.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2 inch and replacing with new material. Skin patching is not allowed.

401-5.4 Sampling. When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced, or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-5.5 Control charts. The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 µm)	±3%	±4.5%
No. 200 (75 µm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based on Range

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 µm)	6%
No. 200 (75 µm)	3.5%
Asphalt Content	0.8%

c. Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

- (1) One point falls outside the Suspension Limit line for individual measurements or range; or
- (2) Two points in a row fall outside the Action Limit line for individual measurements.

401-5.6 QC reports. The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

MATERIAL ACCEPTANCE

401-6.1 Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

a. Quality assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a subplot basis.

(1) Sampling. Material from each subplot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each subplot in accordance with ASTM D3203 for a set of three compacted specimens prepared in accordance with ASTM D6926.

d. In-place asphalt mat and joint density. Each subplot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. The Contractor will cut minimum 5-inch diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each subplot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or subplot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each subplot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be

determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each subplot sample by the TMD for that subplot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each subplot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

401-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.

b. Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

c. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

d. Grade. The final finished surface of the pavement shall be surveyed to verify that the grade elevations shown on the paving plans do not deviate more than 1/2 inch vertically.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the subplot shall not be more than 95%.

e. Profilograph roughness for QA Acceptance. Not used.

401-6.3 Percentage of material within specification limits (PWL). The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Acceptance Limits for Air Voids and Density

Test Property	Pavements Specification Tolerance Limits	
	L	U
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Base Course Mat Density (%)	92.0	-
Joint density (%)	90.5	--

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and

the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

401-6.4 Resampling pavement for mat density.

a. General. Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

(1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

METHOD OF MEASUREMENT

401-7.1 Measurement. Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 Payment. Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

a. The total project payment for plant mix asphalt pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons (kg) of asphalt used in the accepted work.

b. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

c. Basis of adjusted payment. The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in

paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

Table 6. Price adjustment schedule¹

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject ²

¹ Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

² The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

401-8.1 Payment.

Payment will be made under:

Item 02401.1 Asphalt Surface Course - per ton

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates

ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures

ASTM D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference
ASTM E2133	Standard Test Method for Using a Rolling Inclinator to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T324	Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

- Asphalt Institute Handbook MS-26, Asphalt Binder
- Asphalt Institute MS-2 Mix Design Manual, 7th Edition
- AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

AC 150/5320-6

Airport Pavement Design and Evaluation

FAA Orders

5300.1

Modifications to Agency Airport Design, Construction, and Equipment Standards

Software

FAARFIELD

END OF ITEM P-401

SECTION 02603 - EMULSIFIED ASPHALT TACK COAT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provision of the contract, including the General Provisions for Construction Projects (2016), Special Provisions, and General Requirements of the Specifications, apply to the work specified in this section. This Section shall be in accordance with FAA Specification Item P-603: Emulsified Asphalt Tack Coat, as included as an attachment to this Section.

1.2 DESCRIPTION OF WORK

- A. This Section shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02401 – Asphalt Mix Pavement; FAA Specification Item P-401.

1.4 REFERENCES

- A. Federal Aviation Administration (FAA)
 - 1. FAA Specification Item P-603: Emulsified Asphalt Tack Coat.

1.5 SUBMITTALS

- A. Submit in accordance with Section 01300 – Submittals.
- B. Manufacturer's Certificate of Analysis for the emulsified asphalt material shall be submitted in accordance with FAA Specification Item P-603, paragraph 603-2.1.
- C. Asphalt Distributor Calibration Certificate shall be submitted in accordance with FAA Specification Item P-6033, paragraph 603-3.2.
- D. Asphalt material and application rate shall be submitted in accordance with FAA Specification Item P-603, paragraph 603-3.3.
- E. Waybills and delivery tickets shall be submitted in accordance with FAA Specification Item P-603, paragraph 603-3.4.

PART 2 - PRODUCTS

- 2.1 Emulsified asphalt material: in accordance with FAA Specification Item P-603, paragraph 603-2.1.

PART 3 - EXECUTION

3.1 Construction methods shall be in accordance with FAA Specification Item P-603.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Method of measurement and payment shall be in accordance with FAA Specification Item P-603, paragraph 603-4.1.

4.2 BASIS OF PAYMENT

A. Basis for payment shall be in accordance with FAA Specification Item P-603, paragraph 603-5.1.

PART 5 - ATTACHMENTS

5.1 FAA Specification Item P-603 Emulsified Asphalt Tack Coat.

Item P-603 Emulsified Asphalt Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F or above; the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven (700) feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY	Emulsion Application Bar Rate, gal/SY
New asphalt	0.02-0.05	0.03-0.07
Milled Surface	0.04-0.08	0.06-0.12

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

603-3.4 Freight and waybills The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the gallon . Volume shall be corrected to the volume at 60°F in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item 02603.1 Emulsified Asphalt Tack Coat - per gallon

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

SECTION 02620 - RUNWAY AND TAXIWAY MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provision of the contract, including the General Provisions for Construction Projects (2016), Special Provisions, and General Requirements of the Specifications, apply to the work specified in this section. This Section shall be in accordance with FAA Specification Item P-620: Runway and Taxiway Markings, as included as an attachment to this Section.

1.2 DESCRIPTION OF WORK

- A. This Section shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01300 – Submittals.

1.4 REFERENCES

- A. Federal Aviation Administration (FAA)
 - 1. FAA Specification Item P-620: Runway and Taxiway Markings.

1.5 SUBMITTALS

- A. Submit in accordance with Section 01300 – Submittals.
- B. Manufacturer’s certified test reports for all materials shipped to the project shall be submitted in accordance with FAA Specification Item P-620, paragraph 620-2.1.
- C. Contractor certification of surface preparation shall be submitted in accordance with FAA Specification Item P-620, paragraph 620-3.3.
- D. Copy of paint manufacturer’s application and surface preparation requirements shall be submitted in accordance with FAA Specification Item P-620, paragraph 620-3.3.

PART 2 - PRODUCTS

- 2.1 Paint: in accordance with FAA Specification Item P-620, paragraph 620-2.2.a.
- 2.2 Reflective media: in accordance with FAA Specification Item P-620, paragraph 620-2.2.b.

PART 3 - EXECUTION

3.1 Construction methods shall be in accordance with FAA Specification Item P-620.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Method of measurement and payment shall be in accordance with FAA Specification Item P-620, paragraph 620-4.1 and paragraph 620-4.2.

4.2 BASIS OF PAYMENT

A. Basis for payment shall be in accordance with FAA Specification Item P-620, paragraph 620-5.1 and paragraph 620-5.2.

PART 5 - ATTACHMENTS

5.1 FAA Specification Item P-620 Runway and Taxiway Marking.

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne Type II	White	37925	115 ft ² /gal.	III	10 lb./gal.
Waterborne Type II	Yellow	33655	115 ft ² /gal	III	10 lb./gal
Waterborne Type II	Black	37038	90 ft ² /gal	none	none
Temporary Waterborne Type II	White or Yellow	37925 33655	230 ft ² /gal.	none	none

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-l with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type III	600	300	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of markings shall be paid for shall be measured by the number of square feet of painting, including temporary markings, and permanent markings applied a minimum of 30 Calendar Days after paving, inclusive of reflective media.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

Payment for markings shall be made at the contract price for the number of square feet of painting, including reflective media.

Payment will be made under:

Item 02620.1	Marking per square foot
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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
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ASTM E1710 Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne
FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings
AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

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

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

Rate of Wages for Laborers and Mechanics

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

Overtime

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

Weekly Pay

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

Posting of Wage Rate Schedules

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

Withholding of Accrued Payments

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

Certified Weekly Payrolls and Payroll Records

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

Termination of Work on Failure to Pay Wages

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

Apprentices

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

Enforcement

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



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

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

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

PROPOSAL

**PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

PROJECT: East Ramp Taxi Lane Repairs
at Kahului Airport (OGG)
Kahului, Maui, Hawaii

PROJECT NO.: CM1641-33

COMPLETION TIME: THIRTY (30) Working Days for pre-construction
activities, followed by;

SEVENTEEN (17) Working Days for construction
activities, whereby;

All work under this contract shall be completed
within FORTY SEVEN (47) Working Days from the
date indicated in the Notice to Proceed from the
Department.

LIQUIDATED DAMAGES: THREE THOUSAND DOLLARS (\$3,000) for each
and every Working Day which the Contractor has
delayed the completion of this project.

PROJECT MANAGER: Roger Ross
Hawaii Department of Transportation – Airports
400 Rodgers Blvd, Suite 700
Honolulu, HI 96819
808-895-2954
roger.r.ross@hawaii.gov

ELECTRONIC SUBMITTAL: The bidder shall submit the proposal in HlePRO.
The proposal shall be UPLOADED to HlePRO
prior to the bid opening date and time. Failure to
upload the Proposal into HlePRO shall be grounds
for rejection of the bid. See SPECIAL
PROVISIONS - 2.8 PREPARATION AND
DELIVERY OF BID - for additional information.

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

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

The undersigned Bidder further agrees to the following:

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

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

The Bidder acknowledges receipt of and certifies that it has completely examined the following listed items: the Hawaii Department of Transportation, Air and Water Transportation Facilities Division General Provisions for Construction Projects dated 2016, the Notice to Bidders, the Special Provisions, if any, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

Surety Bid Bond (Use standard form),

Cash,

Cashier's Check,

Certified Check, or

(Fill in other acceptable security.)

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

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

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

<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

<u>Name of Joint Contractor</u>	<u>Nature and Scope of Work</u>
1. _____	_____
2. _____	_____
3. _____	_____

NOTES:

"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

**EAST RAMP TAXILANE REPAIRS
AT KAHULUI AIRPORT (OGG)
KAHULUI, MAUI, HAWAII
STATE PROJECT NO. CM1641-33**

Item No.	Description	Quantity	Unit	Unit Price	Total
01105.1	Mobilization (not to exceed 6% of sum of all items, excluding this item and all allowances)	LS	LS	LS	\$ _____
01533.1	Temporary Traffic Safety and Security	LS	LS	LS	\$ _____
01561.1	Construction Site Runoff Control Program	LS	LS	LS	\$ _____
01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	LS	LS	LS	\$ _____
01562.2	Additional Management of Contaminated Media, Soil Disposal, and Soil Reuse	Allowance	Allowance	Allowance	\$ <u>10,000</u>
02101.1	Cold Milling	26,500	SY	\$ _____	\$ _____
02101.2	Joint and Crack Repair	Allowance	Allowance	Allowance	\$ <u>101,000</u>
02401.1	Asphalt Surface Course	5,800	Ton	\$ _____	\$ _____
02603.1	Emulsified Asphalt Tack Coat	2,700	Gallon	\$ _____	\$ _____
02620.1	Marking	18,500	SF	\$ _____	\$ _____

TOTAL AMOUNT FOR COMPARISON OF BIDS \$ _____

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

Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.

4. The State reserves the right to reject any or all Proposals and to waive any defects in the best interest of the State.
5. Submission of a Proposal is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.
6. The bidder's attention is directed to Section 2.11 – BID SECURITY of the "General Provisions" as amended by the Special Provisions.
7. If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.
8. If the project exceeds the funds available, the State reserves the right to negotiate with the lowest responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes, to further reduce the scope of work and award a contract thereafter.
9. **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. 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 HlePRO.**
FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.

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

SUPPLEMENT TO PROPOSAL SCHEDULE

The Department recognizes that certain items of material to be incorporated into the project and/or consumed in the prosecution of the project are temporarily in short supply and beyond the control and without the fault of the Contractor. The effect of such shortages has, among other things, resulted in periodic fluctuations in the posted prices of such short supply materials, thereby making the proposal difficult for the Contractor to bid with confidence.

The only materials considered to be in short supply are asphalt cement, portland cement, reinforcing steel, structural steel, galvanized steel, and prestress/post-tension strands.

Each bidder shall submit with the proposal a written statement from the supplier of each short supply material indicating the supplier's current posted price, effective date of that price and the location of the material at that posted price (by island).

If the price of such short supply material is increased or decreased by more than 5% by the supplier prior to the completion of that contract item requiring the short supply material, the Contractor shall submit to the Department a written statement from the supplier indicating the effective date and changed price the Contractor will thereafter be charged for such short supply material. The Contractor shall also obtain whenever possible, quotations for furnishing the material from other available local suppliers. The quotations shall be obtained sufficiently in advance of the need for the material to allow review by the Department so as not to delay the work. The Contractor's request to the Department for adjusted compensation due to such changed prices will be computed only with prices in effect at the time of delivery. Only the lowest quotation obtained will be accepted by the Department. Transportation, handling, loading, processing and other similar costs will not be subject to adjusted compensation.

No adjustment to the unit bid prices will be made when the increase or decrease in the price of the short material is less than 5% of the original posted price.

If the adjustment to the unit bid price is decreased in the price of the short supply material by more than 5% of the original posted price, the State will be credited.

When an adjustment in price is made in accordance with this section, the adjustment will be allowed only so long as the purchase price remains more or less than 5% of the original posted price.

If an increase in the price of any short supply material exceeds or is scheduled to exceed 35% of the original posted price, the Contractor must notify the State within five working days before using the short supply material. Upon receipt of such notification from the Contractor, the State will direct the Contractor to either (1) authorize work to proceed as usual with the assurance that the indicated incremental price increase above the 35% will be compensable, (2) issue such change orders as the State may deem necessary to reduce further requirements of the short supply material which is to be paid at the increased price, or (3) if the material is considered to have priced itself beyond reason or beyond what the State can pay, the State may order cessation of further use of such short supply material on the project. Such notification by the Contractor will be required at each instance of incremental price increase above the 35% limit. If the Contractor fails to notify the State of any such incremental price increase within five working days before using the short supply material and continues to utilize the short supply material on the project, the State will not be responsible for payment for the incremental cost increase of which the State was not forewarned.

Computation for the adjusted compensation will be as follows:

(A) Portland Cement

If X = Adjustment per cubic yard of concrete,

P = Portland cement content of the approved mix design expressed in hundredweight per cubic yard of concrete,

Q = Increase or decrease in the price of portland cement in dollars per hundredweight,

Then $X = QP$

Example: Posted price of portland cement increases from \$1.40 to \$1.70 per cwt. and the hundredweight (cwt) of concrete is 5.6 cwt per c.y., then the adjustment shall be:

$$\begin{aligned} \$1.70 - \$1.40 &= \$0.30 \\ (\$1.40)(5\%) &= \$0.07 \\ \$0.30 - \$0.07 &= \$0.23 \\ X &= (\$0.23)(5.6) = \$1.29 \text{ per c.y. of concrete} \end{aligned}$$

(B) Asphalt Cement

If X = adjustment per ton of mix,

P = asphalt cement content, expressed in percent of dry weight of the aggregates, as determined and accepted by the Department for each of the design plant mixes,

Q = increase or decrease in the price of asphalt cement, in dollars per ton,

$$\text{Then } X = \frac{Q(P)}{100+P}$$

Example: Posted price of asphalt cement increases from \$70 to \$80 per ton and the asphalt content of the A.C. mix was accepted at 6.0%, then the adjustment shall be:

$$\begin{aligned} \$80.00 - \$70.00 &= \$10.00 \\ (\$70.00)(5\%) &= \$3.50 \\ \$10.00 - \$3.50 &= \$6.50 \\ X &= \$6.50 \left(\frac{6}{100+6} \right) = \$0.37 \text{ per ton A.C. mix} \end{aligned}$$

(C) Reinforcing Steel

If X = Adjustment for reinforcing steel,

P = Weight of reinforcing steel, expressed in hundredweight

Q = Increase or decrease in the price of reinforcing steel in dollars per hundred weight,

$$\text{Then } X = QP$$

Example: Posted price of grade 40 reinforcing steel increases from \$14.00 to \$15.00 per cwt and the weight of the grade 40 reinforcing steel is 80,000 pounds, then the adjustment shall be:

$$\begin{aligned} \$15.00 - \$14.00 &= \$1.00 \\ (\$14.00)(5\%) &= \$0.70 \\ \$1.00 - \$0.70 &= \$0.30 \\ X &= (\$0.30)(800) = \$240 \text{ for grade 40 reinforcing steel} \end{aligned}$$

The Contractor shall submit to the Department original receipted bills covering the short supply material used on the project as soon as practicable after shipments are completed. The bills shall be accompanied by a tabulation on which the bills are listed in chronological order showing for each bill the quantity, the date shipped from the supplier's terminal and the price per unit at the place indicated in the posted price (reflecting any deduction for quantity shipments). These bills shall be subject to audit verification.

The Department reserves the right to alter the quantities of material to be furnished in accordance with the provisions of Subsection 104.02.

The Department also reserves the right, during construction, to decrease or increase the scope of work, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

SURETY BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

(Name of bonding company)

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

(State/county entity)

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

(Required amount of bid security)

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

WHEREAS:

The Principal has submitted an offer for _____

(Project by number and brief description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____

(Seal) _____
Name of Principal (Offeror)

Signature

Title

(Seal) _____
Name of Surety

Signature

Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS

FORMS

CONTRACT

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

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

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

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

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

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

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

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

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

STATE OF HAWAII

Director of Transportation

«CONTRACTOR»

(Seal)

Signature

Print name

Print Title

Date

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Oblige to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Oblige in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

***ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC**

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

(State/County entity)

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

(Dollar amount of Contract) DOLLARS \$ _____),

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 _____;

r11/17/98

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

r11/17/98

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

(Name and Street Address of Bonding Company)

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

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

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

WHEREAS, the above-bound Principal has signed Contract with the 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 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 Obligeo 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 Obligeo, 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 Obligeo, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

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

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

Signed this _____ day of _____,

(Seal) _____
Name of Contractor

* _____
Signature

Title

***ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC**

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

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

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

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

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

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

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this _____ day of _____
Notary signature _____
Notary public, State of _____
My Commission Expires: _____

Notary Seal
NOTARY CERTIFICATION

Doc. Date: _____ #Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

Notary signature _____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under 103D, HRS.
 - b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in Section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
 - f. "Resident" means a person who is physically present in the State of Hawai'i at the time the person claims to have established the person's domicile in the State of Hawai'i and shows the person's intent is to make Hawai'i the person's primary residence.
 - g. "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B as amended by Act 192, SLH 2011--Employment of State Residents Requirements:
 - a. A Contractor awarded a contract shall ensure that Hawai'i residents comprise not less than 80% of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawai'i residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawai'i residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
 - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

**CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011**

Project Title: _____

Agency Project No: _____

Contract No.: _____

As required by Hawai'i Revised Statutes Chapter 103B, as amended by Act 192, Session Laws of Hawaii 2011--Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

I am an officer of the **Contractor** for this contract.

I am an officer of a **Subcontractor** for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

Subscribed and sworn to me before this
____ day of _____, 2011.

Doc. Date: _____ # of Pages _____ 1st Circuit

Notary Name: _____

Doc. Description: _____

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

Notary Signature

Date

NOTARY CERTIFICATION

EXHIBIT 2