

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS

SPECIAL PROVISIONS, SPECIFICATIONS,  
AND PROPOSAL FOR  
ELECTRICAL IMPROVEMENTS  
KAWAIHAPAI AIRFIELD  
MOKULEIA, OAHU, HAWAII

STATE PROJECT NO. CO2544-53

2026

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

The receiving of bids for **ELECTRICAL IMPROVEMENTS, KAWAIHAPAI AIRFIELD, MOKULEIA, OAHU, HAWAII, PROJECT NO. CO2544-53**, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>.

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

HiePRO OFFER DUE DATE & TIME is **June 15, 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 electrical improvements, quality control, and archeological monitoring. The estimated cost of construction is between \$2,000,000.00 and \$3,000,000.00.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A" or Specialty Contractor's "C-62" 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 pre-bid conference is scheduled for **May 27, 2026**, at 10:30 a.m., HST, at the Kawaihapai Airfield parking lot, 69-415 Farrington Highway, Waiialua, Hawaii 96791. This will be immediately followed by a site visit. Persons needing special accommodations at the pre-bid conference due to a disability may contact Jonathan Yoshida, Project Manager, by phone at (808) 838-8875 or by email no later than two working days prior to the scheduled pre-bid conference. 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 HIePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than June 1, 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 HIePRO.

If there is a conflict between the solicitation and information stated in the pre-bid conference, the meeting minutes, site visit, 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 Jonathan Yoshida, Project Manager, by phone at (808) 838-8875 or email at [jonathan.r.yoshida@hawaii.gov](mailto:jonathan.r.yoshida@hawaii.gov).

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



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CURT T. OTAGURO  
Deputy Director of Transportation for Airports

HIePRO RELEASE DATE: May 21, 2026

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Surety Bid Bond

Forms

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- Performance Bond (Surety)
- Performance Bond
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- Chapter 104, HRS Compliance Certificate
- Certification of Compliance for Employment of State Residents
- Provisions to be Included in Construction Procurement Solicitation

## 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" or "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 fourteen (14) calendar days before the bid opening date.”

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

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

### 2.8 PREPARATION AND DELIVERY OF BID is amended as follows:

Last Paragraph (line 189 to 192) shall be replaced with the following:

**“Bidders shall submit and upload the complete proposal to 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;  
or
- (3) A certificate of deposit; credit union share certificate; or cashier’s, treasurer’s, teller’s, or official check drawn by or a certified check accepted by a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and payable at sight or unconditionally assigned to the Department. These instruments may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00). If the required amount totals over one hundred thousand dollars (\$100,000.00), more than one instrument not exceeding one hundred thousand dollars (\$100,000.00) each and issued by different financial institutions shall be accepted.

**“If bidder elects options (1) or (3) above for its bid security, said bid security shall be in its original form and shall be submitted before the bid deadline to the Contract Office, Department of Transportation, Aliiaimoku Hale, 869 Punchbowl Street, Room 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.”

5.16 SUBCONTRACTING is amended as follows:

Add the following after the last paragraph:

“(e) The Specialty Items of work for this project are as follows:

C-62 Pole and Line”

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.”

8.20 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

SPECIFICATIONS

PART I

GENERAL PROVISIONS

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

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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS

SPECIFICATIONS

PART II

TECHNICAL PROVISIONS

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010 – DESCRIPTION OF WORK

PART I – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:

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

1.03 VEHICLE PARKING

Parking allotment is subject to approval by the Airport Manager and availability of parking spaces.

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 Contractor shall be responsible for paying for any associated County fees, inclusive of property taxes, and must notify the State Property Management Office at least 30 days in advance before vacating the premises. 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 POLLUTION CONTROLS.

Since space on airport property is 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 Kawaihapai Airfield, Mokuleia, Oahu, Hawaii.
- B. Conditions:
  - 1. The airport shall remain operational at all times. Any damages to existing areas caused by the Contractor shall be repaired by the Contractor at no cost to the State.
  - 2. Upon execution of the contract, the Contractor, at their cost, shall obtain all permits required for this project.

### 1.06 HOURS OF WORK

- A. Work can be performed at the construction site at any time over a 24-hour period without considerable disruption to airport operations or other adjacent tenants. Normal work hours are between 7:00 a.m. and 5:30 p.m. 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. 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. 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 ten (10) calendar days.
- B. Downed seabirds. Downed seabirds found within the project site shall be reported to a local wildlife center according to protocols established by the Department of Land and Natural Resources, Division of Forestry and Wildlife: <https://dlnr.hawaii.gov/wildlife/seabird-fallout-season/>

#### PART 2 – PRODUCTS (Not Used)

#### PART 3 – EXECUTION (Not Used)

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

## SECTION 01210 – ALLOWANCES

### 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 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment 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 include the following:
  - 1. Lump-sum allowances.

#### 1.03 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the Contracting Officer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. Purchase products and systems selected by the Contracting Officer from the designated supplier.

#### 1.04 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

#### 1.05 LUMP SUM ALLOWANCES

- A. Use the lump sum allowance only as directed by the Contracting Officer for purpose scheduled in Part 3 below, and only by Change Orders that indicate amounts to be charged to the allowance.

1. Lump sum allowances to cover lump sum payments to another party shall not include contractor's overhead, profit, and related costs. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs. These shall be included in the Contract Sum.
2. Contractor's overhead, profit, and related costs for products and equipment ordered by State under the lump sum allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
3. At Project closeout, credit unused amounts remaining in the lump sum allowance to State by Change Order.

#### 1.06 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to the State, after installation has been completed and accepted.

1. If requested by the Contracting Officer, prepare unused material for storage by State when it is not economically practical to return the material for credit. If directed by the Contracting Officer, deliver unused material to State's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

#### PART 2 – PRODUCTS (Not Used)

#### PART 3 – EXECUTION

##### 3.01 EXAMINATION

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

##### 3.02 PREPARATION

Coordinate materials and their 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

##### 4.01 BASIS OF MEASUREMENT AND PAYMENT

A. The allowances itemized below are estimates and the amount shall not exceed the maximum amount shown in the proposal schedule.

B. Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
01210.1	Unforeseen Conditions	Allowance
01210.2	Electrical Utility Costs	Allowance
01210.3	Telecom Utility Costs	Allowance

END SECTION

## SECTION 01300 – SUBMITTALS

### PART 1 – GENERAL

#### 1.01 RELATED DOCUMENTS

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

#### 1.02 PROJECT DOCUMENTATION

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

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

#### 1.03 DETAILED CONSTRUCTION SCHEDULE

- A. The Contractor shall submit a detailed construction schedule to the Engineer for review, no later than 30 calendar days after execution of the contract. The detailed construction schedule shall be based on a detailed critical path analysis of construction activities and sequence of operations needed for the orderly performance and completion of any separable parts of any work and all work in accordance with the contract. The schedule shall be Critical Path Method (CPM) type in the form of an arrow diagram and activity listing or comprehensive bar graph. The network diagram shall show in detail and in orderly sequence all activities on a time scale, their descriptions, durations and dependencies, necessary and required to complete all work and any separable parts thereof. The schedule shall show in detail the following information for each activity:
1. Identification by code numbers and description;
  2. Duration;
  3. Craft and Equipment;
  4. Earliest start and finish dates;
  5. Latest start and finish dates;
  6. Total and free float time; and
  7. Highlighted Critical Path
- B. The construction schedule shall be complete in all respects, covering in addition to activities at the site of work, off-site activities such as design, fabrication, and procurement of equipment; the scheduled delivery dates of such equipment; submittal and approval of shop drawings and samples; ordering and delivery of materials; inspections; and testing. The schedule shall also include a manpower forecast by

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

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

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

- C. If at any time during the progress of the Work, the Contractor's actual progress appears to the Engineer to be inadequate to meet the requirements of the contract, the Engineer will notify the Contractor of such imminent or actual noncompliance with the contract. The Contractor shall thereupon take such steps as may be necessary to improve his progress and the Engineer may require an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction plants all without additional cost to the State. Neither such notice by the Engineer nor the Engineer's failure to issue such notice shall relieve the Contractor from his obligation to achieve the quality of work and rate of progress required by the contract. Failure of the Contractor to comply with instructions of the Engineer under these provisions may be grounds for determination by the State that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the State may employ labor and equipment and charge the Contractor for the cost thereof, including depreciation for plant and equipment or may terminate the Contractor's right to proceed with the performance of the contract, or any separable part thereof, in accordance with the applicable provisions of the contract.
- D. The Contractor shall submit to the Engineer one (1) reproducible and three (3) prints of the detailed construction schedule and of each revised schedule submitted thereafter.

#### 1.04 SCHEDULE OF VALUES

- A. The Contractor shall submit the Schedule of Values to the Engineer for review, no later than 30 calendar days after execution of the Contract.
- B. Format and Content: Use Proposal Schedule and/or the Project Specifications table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principle work or subcontract amounts down into several smaller identifiable items of work.
- C. Identification: Include the following Project identification on the schedule of values:

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

#### 1.05 OTHER SUBMITTALS REQUIRED BEFORE CONSTRUCTION

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

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

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

#### 1.06 SHOP DRAWINGS, SAMPLES, CATALOG CUTS, AND CERTIFICATES

- A. Submittal Schedule: Prior to the submission of any shop drawings or submittals, the Contractor shall submit to the Engineer for review, a submittal schedule. The schedule shall identify the subject matter of each submittal, the corresponding specification section number and the proposed date of submission. During the progress of work, the Contractor shall revise and resubmit the submittal schedule as directed by the Engineer.
- B. The Contractor shall submit for review to the Engineer, or to a representative designated by the Engineer, six (6) copies of all shop drawings, samples, catalog cuts and certificates. Three (3) copies will be returned to the Contractor with information of review action. The Contractor shall submit additional quantities for their subcontractor's or supplier's use. Each shop drawing, certificate of compliance, sample, and equipment list shall be checked and certified correct by the Contractor and shall be identified with the applicable information specified hereinafter under "Submittal Identification."

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

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

#### 1.07 MAINTENANCE DATA AND OPERATING INSTRUCTIONS

Six (6) copies of maintenance data and operating instructions shall be submitted by the Contractor at the conclusion of the equipment installation. The manuals shall be assembled in one or more binders, each with a title page, typed table of contents, and heavy section dividers with numbered plastic index tabs. The binders shall be a minimum of 2 inches (50.8 mm) thick, three ring, "D slant" with hard covers. All data shall be punched for binding and composition and printing shall be arranged so that punching does not obliterate any data. The project number, project title, and Airport shall be inserted in the front and backbone binder cover.

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

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

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

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

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

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

1.08 TEST REPORTS

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

1.09 SUBMITTAL IDENTIFICATION

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

B.

\_\_\_\_\_

General Contractor's Name

PROJECT TITLE: \_\_\_\_\_

AIRPORT: \_\_\_\_\_

STATE PROJECT NO: \_\_\_\_\_

AIP PROJECT NO: \_\_\_\_\_

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

ITEM NO. \_\_\_\_\_

SUBMITTAL NUMBER \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

SPECIFICATION SECTION # \_\_\_\_\_

SPECIFICATION PARAGRAPH # \_\_\_\_\_

DRAWING NUMBER \_\_\_\_\_

SUBCONTRACTOR NAME \_\_\_\_\_

SUPPLIER NAME \_\_\_\_\_

MANUFACTURER NAME \_\_\_\_\_

CERTIFIED BY \_\_\_\_\_

(Contractor's Signature, Date)  
(Contractor's Name and Title)

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

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

E. The Contractor shall ensure that all submittals, including shop drawings, are complete and in conformance to the requirements of the Contract specifications prior to submission to the State for review and acceptance. Incomplete submittals will not be

processed by the State and returned to the Contractor for correction. Any cost impacts and delays in the Project schedule as a result of incomplete submittals shall be the responsibility of the Contractor.

#### 1.10 AS-BUILT DRAWINGS

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

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

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

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

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

#### AS-BUILT DRAWINGS/SPECIFICATIONS

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

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## 1.11 GUARANTEES

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

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

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

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION (Not Used)

## PART 4 – MEASUREMENT AND PAYMENT

### 4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

## SECTION 01533 – BARRICADES

### 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 BARRICADES

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

### PART 2 – PRODUCTS (Not Used)

### PART 3 – EXECUTION (Not Used)

### PART 4 – MEASUREMENT AND PAYMENT

#### 4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

## SECTION 01560 – GENERAL ENVIRONMENTAL, HEALTH, AND SAFETY 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

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

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 MATERIAL 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 SWPPPs for the HNL, OGG, and the Lihue Airport (LIH), as applicable.
- B. State of Hawaii Administrative Rules, Title 11, Department of Health (DOH)  
<https://health.hawaii.gov/opppd/department-of-health-administrative-rules-title-11/>
1. Chapter 54, Water Quality Standards
  2. Chapter 55, Water Pollution Control
  3. Chapter 451, State Contingency Plan
- C. United States (U.S.) Code of Federal Regulations (CFR), Title 40, Chapter I: Environmental Protection Agency.
- D. Hawaii Revised Statutes (HRS), Part I, Chapter 128D, "Environmental Response Law".

## PART 2 – PRODUCTS

### 2.01 MATERIALS

Comply with applicable materials described in the current DOTA Construction Activities BMP Field Manual. Refer to FAA Advisory Circulars and DOTA District Office, including Wildlife Hazard Management Plan, for additional guidance and conditions. In addition, materials shall comply with the following:

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

Alternative grass species shall only be applied with the approval by the Engineer after consultation with United States Department of Agriculture (USDA) airport representative. This includes, but is not limited to, sodding, cuttings, and planting. Grass shall be a quick-growing species. Grass shall be suitable to the area and provide a temporary cover that will not compete later with permanent cover.

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

## PART 3 – EXECUTION

### 3.01 PRE-CONSTRUCTION REQUIREMENTS

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

- A. **Water Pollution, Dust, Sediment, and Erosion Control Meeting:** Schedule a water pollution, dust, sediment, and erosion control meeting with the Engineer after all documents required by AIR-EE are submitted to the Engineer and accepted in writing by AIR-EE. The meeting shall be scheduled a minimum of 14 calendar days prior to the Start Work Date. At a minimum, the meeting shall be attended by the Contractor, subcontractors whose work may provide an impact to stormwater or site environmental conditions, Engineer, AIR-EE, and any authorized representatives of the designated attendees. The meeting will discuss the sequence of work and plans and proposals for water pollution, dust, sediment, and erosion controls.
  
- B. **Land Disturbance Calculations:** The Contractor is responsible for calculating the total land disturbance for the life of the project and complying with all environmental requirements associated with the total land disturbance calculated. Disturbance of land is defined by Hawaii Department of Health as “the penetration, turning, or moving of soil or resurfacing of pavement with exposure of the base course or the exposure of bare soil or ground surface, including the land surface exposed by construction roads, baseyards, staging areas, demolition, headquarters, and parking areas. It does not include grass or weed cutting, bush or tree trimming or felling that leaves soil or ground intact. It includes ‘grubbing’ in its normal meaning of the use of equipment to knock down and push vegetation out of the way, typically uprooting vegetation and disturbing the ground surface.”

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

- C. **Site-Specific BMP (SSBMP) Plan or Stormwater Pollution Prevention Plan (SWPPP):** The Contractor shall submit a SSBMP Plan (for projects disturbing less than one acre) or SWPPP (for projects disturbing one acre or more) using the latest DOTA template for acceptance by AIR-EE. If a SSBMP Plan or SWPPP was prepared by the Designer, the Contractor shall revise the plan using the latest template to include additional information required of the Contractor and any changes the Contractor proposes. The SSBMP Plan or SWPPP shall include site-specific temporary BMPs following requirements and practices outlined in DOTA’s “Construction Activities BMP Field Manual.” All AIR-EE comments shall be resolved and the SSBMP Plan or SWPPP approved prior to the start of land-disturbing activities, including those activities that are needed for the implementation of the BMPs. Submission of the complete and acceptable SSBMP Plan or SWPPP is the sole responsibility of the Contractor, and additional contract time will not be issued for delays due to incompleteness.
  
- D. **SSBMP Plan/SWPPP Modifications:** Modify, as necessary, and resubmit amended SSBMP Plan or SWPPP and construction schedules to the Engineer for acceptance by

AIR-EE. Amendments to the SSBMP Plan or SWPPP shall be made under the following circumstances at a minimum:

1. Conditions that develop during construction that were unforeseen during the design and pre-construction stages that could impact stormwater, soil, or groundwater.
2. Changes to the Contractor's Means and Methods of Construction that could impact stormwater, soil, or groundwater.
3. Omitted conditions that should have been allowed for in the accepted documents.
4. A SSBMP Plan measure that replaces an accepted SSBMP Plan measure that was not satisfactorily performing.
5. Revised dates of installation and/or removal of SSBMP Plan measures.

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

- E. Documentation: A copy of the accepted original or amended SSBMP Plan or SWPPP, with the signed certification by the authorized representative filed with DOH for SWPPPs, shall be kept on site or at an accessible location so that it can be made available at the time of an on-site inspection, or upon request by the Engineer, AIR-EE, DOTA's designated authorized representative, and/or DOH/EPA Representative.
- F. NPDES Construction Permit: If the total land disturbance for the life of the project, including all construction support activity areas, is one acre or more, coverage under an NPDES Permit Authorizing Discharges of Storm Water Associated with Construction Activity (NPDES Construction Permit) authorizing stormwater discharges associated with construction activity is required from the Department of Health, Clean Water Branch (CWB).
1. Do not begin land-disturbing activities until the CWB has issued an Individual NPDES Permit or NGPC. Conduct land-disturbing activities in accordance with the conditions of the NPDES Permit and/or NGPC.
  2. The Contractor shall submit a Notification of Start to CWB a minimum of seven calendar days before the start of construction and provide AIR-EE with a record of submittal.
  3. Before construction begins, the Contractor shall assign one of their personnel as the Duly Authorized Representative, in accordance with Section 15 of Appendix A, Chapter 1155. The Duly Authorized Representative is responsible for compliance with the NPDES Construction Permit (i.e., operations of the construction project) and shall certify, sign, and date various documents, including the SWPPP and SWPPP inspection documents.

- G. Solid Waste Disclosure: Submit the Solid Waste Disclosure Form for Construction Sites, if applicable, to the DOH Solid Waste Branch as specified on the form within 7 calendar days before the start of construction activities and provide a copy to the Engineer. Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer. This shall also include documentation from any intermediary facility where solid waste is stored, handled or processed.
- H. NPDES Hydrotesting Permit: If hydrotesting activities require effluent discharge into State waters or drainage systems, coverage under an NPDES Hydrotesting Waters Permit authorizing discharges associated with hydrotesting is required from the CWB. Do not begin hydrotesting activities until the CWB has issued an Individual NPDES Permit or NGPC for hydrotesting. Conduct Hydrotesting operations in accordance with the conditions of the NPDES Permit and/or NGPC.
- I. NPDES Dewatering Permit: If dewatering activities require effluent discharge into State waters or drainage systems, coverage under an NPDES Dewatering Permit authorizing discharges associated with dewatering is required from the CWB. Do not begin dewatering activities until the CWB has issued an Individual NPDES Permit or NGPC for dewatering. Conduct dewatering operations in accordance with the conditions of the permit or NGPC.
- J. Construction BMP Training: All Contractor's and subcontractor's employees on the project shall complete the DOTA Construction BMP Training prior to entering the construction site and every calendar year thereafter. All Contractor and subcontractor personnel involved with construction project responsibilities shall also be trained on the site-specific BMPs that are utilized during construction and spill response. Records of completion and/or training roster sign-in sheet shall be up to date and included in the SWPPP or SSBMP Plan. Additional training required by AIR-EE shall be at no additional time or cost to the project. There are two training options:
1. All Contractor and subcontractor employees involved with construction project responsibilities watch the DOTA Construction BMP Training Video located on the DOTA Construction Site Runoff Control Program webpage and complete the [DOTA Construction BMP Training Survey](#) with a passing score, or
  2. The Contractor and subcontractor supervisors/managers watch the DOTA Construction BMP Training Video located on the DOTA Construction Site Runoff Control Program webpage, complete the [DOTA Construction BMP Training Survey](#) with a passing score, then train all employees involved with construction project responsibilities and submit a sign-in roster documenting all employees trained at the bottom of the [DOTA Construction BMP Training Survey](#).
- [DOTA Construction BMP Training Survey](https://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-bmp-training-survey/): <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.

Non-Compliance	Amount
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.
<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>	\$2,000 per calendar day per violation.
Failure to conduct required inspections.	\$1,000 for each of the first ten violations, \$2,500 for each of the next ten violations, \$5,000 for each subsequent violation.
Failure to maintain required records such as BMP inspection reports, rain gauge data logs, etc.	\$500 per calendar day for the first ten days of each violation, \$1,000 per calendar day for the next ten days of each violation, \$2,500 per calendar day for each subsequent day of violation.
Any violation resulting in a polluted discharge.	Up to \$25,000 per calendar day per violation.
<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) and C-EHMP Addendum 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 of the Contractor’s C-EHMP (Site-Specific or Addendum). The QEP shall be identified in the applicable C-EHMP document.
- F. The Contractor and their QEP shall review any site-specific investigation reports (e.g., Phase II Environmental Site Assessment ESA or construction management plans, etc.) to understand the conditions that may affect work performance.
- G. Should the Contractor deviate from the DOTA EHE-EHMP, C-EHMP Addendum, or Site-Specific EHMP, the Contractor shall be responsible to prepare or modify any existing Hawaii Department of Health (DOH) required C-EHMP (Site-specific or Addendum). Any deviation from construction EHMPs will require approval by DOH and the DOTA Engineering Branch, Environmental Section (AIR-EE) prior to

implementation. The Contractor shall detail deviations from standard practices and explain how those deviations will be protective of human health and the environment.

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

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

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

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

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

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

### 1.03 REFERENCES

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

A. DOTA Construction Site Runoff Control Program

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

1. DOTA EHE-EHMP
  2. DOTA Construction Best Management Practices (BMP) Manual
- B. Department of Health (DOH) Hazard Evaluation & Emergency Response (DOH HEER)  
<https://health.hawaii.gov/heer/>
1. Technical Guidance Manual (TGM) for Implementation of the State Contingency Plan (including updates).
  2. Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material.
  3. HEER Office Screening for Environmental Hazards at Sites with Contaminated Soil and Groundwater.
  4. HEER Office Construction EHMP and EHMP Addendum Template.
- C. State of Hawaii Administrative Rules, Title 11, DOH  
<https://health.hawaii.gov/opppd/department-of-health-administrative-rules-title-11/>
1. Chapter 54 Water Quality Standards
  2. Chapter 58.1 Solid Waste Management Control
  3. Chapter 59 Ambient Air Quality Standards
  4. Chapter 11-260.1-279.1 Hazardous Waste Management: General Provisions
  5. Chapter 280.1 Underground Storage Tanks
  6. Chapter 451 State Contingency Plan
- D. The Hawaii Environmental Response Law (Hawaii Revised Statutes HRS Chapter 128D) and the State Contingency Plan (Hawaii Administrative Rules HAR Title 11, Chapters 451-1–451-24).
- E. American Petroleum Institute (API) RP 2219  
<https://www.api.org/oil-and-natural-gas/health-and-safety/refinery-and-plant-safety/occupational-safety/rp-2219>
- F. United States Code of Federal Regulations (CFR), Title 29: Labor  
<https://www.ecfr.gov/current/title-29>
- G. CFR, Title 40: Protection of the Environment  
<https://www.ecfr.gov/current/title-40>
1. Part 50, “National Primary and Secondary Ambient Air Quality Standards A”.

2. Part 122, "EPA Administered Permit Program: The National Pollutant Discharge Elimination System".
  3. Part 261, "Identification and Listing of Hazardous Waste".
  4. Part 263, "Standards Applicable to Transporters of Hazardous Waste".
  5. Part 302, "Designation, Reportable Quantities, and Notification".
- H. CFR, Title 49: Transportation  
<https://www.ecfr.gov/current/title-49>
1. Part 171, "General Information, Regulations, and Definitions".
  2. Part 172, "Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans".
- I. U.S. EPA Comprehensive Environmental Restoration, Compensation, and Liability Act (CERCLA), Section 107(1), exemption for cleanup of legally applied pesticide products.  
<https://www.epa.gov/enforcement/superfund-enforcement-authorities>

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.01 GENERAL WORK PROCEDURES

- A. Prior to beginning work, the Contractor, the Contractor's QEP, and the Engineer or their representative shall review and discuss all available information pertaining to contamination or potential contamination at the work site.
- B. It should be noted that, in some cases, the contamination (e.g., soil or groundwater contaminated with metals, PCBs, pesticides, PFAS, etc.) may not be identifiable through visual and/or olfactory observation, and contaminant-specific field screening techniques may need to be implemented.
- C. Potential or suspected contaminated media from separate locations or sources shall not be mixed or placed together without the approval of the Qualified Environmental Professional and AIR-EE.
- D. The removal, transfer, or handling of explosive or flammable media shall be conducted using explosion-proof pumps and equipment. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor free. Discharge the vacuum pump exhaust gases through a hose of adequate size and length downwind of the truck and tank area. Vacuum truck operating and safety practices shall conform to API RP 2219. Collect tank residues in drums, tanks, or tank

trucks labeled according to 49 CFR 171 and 49 CFR 172 and dispose of as required by regulation.

- E. Contractor shall follow decontamination regulations and procedures as necessary.
- F. Soil excavation, grading, and any disturbance of contaminated soil may cause a potential exposure to Contractor's employees and the public from the release of vapors or fugitive dust. The routes of exposure to dusts are by inhalation, ingestion, and dermal contact. The Contractor shall use engineering controls such as a cover, water spraying, and/or wind barriers to control fugitive dust to mitigate the release of and exposure to soil vapors.
- G. The Contractor's QEP shall test excavated soil for the presence of COPCs and oversee excavated soil management in accordance with this Section and relevant guidance and regulations.
- H. Contractor shall report construction activities in areas with contaminated soil or groundwater in accordance with an applicable C-EHMP or the DOTA EHE-EHMP. Contractor shall coordinate with the DOH HEER Office, the Engineer, and AIR-EE.
- I. All Contractor correspondence with DOH and other regulatory agencies shall include the Engineer and AIR-EE.

### 3.02 PRECONSTRUCTION REQUIREMENTS

- A. Submit the following a minimum of 30 calendar days prior to beginning any ground disturbing activities, for approval by AIR-EE.
  - 1. The Contractor's revisions to the C-EHMP Addendum or Site-Specific C-EHMP completed in the design phase, or creation of a C-EHMP addendum if deviating from the DOTA EHE-EHMP, that includes, but is not limited to:
    - a. Procedures, engineering controls, and methods the Contractor will use during the excavation, soil stockpiling and segregation, temporary storage, testing, handling, treatment, backfilling, and disposal of contaminated media, work area isolation, construction barriers, dust control, decontamination, and emergency management.
    - b. Names of the Contractor's and their subcontractor's qualified personnel who will be supervising or managing contaminated materials at the site. Include the personnel's phone number and qualifications.
    - c. Name(s) of the Contractor's Qualified Environmental Professional, including their qualifications.
    - d. Proposed schedule of work.
    - e. Location map of temporary contaminated stockpiles and other contaminated media storage, including infrastructure such as pipes and appurtenances, if applicable.
    - f. All documents required as part of the appendices to the DOTA EHE-EHMP (e.g., health and safety plan and completing the management plans in the

appendices) or C-EHMP (Site-Specific or Addendum) applicable appendices (e.g., health and safety plan, construction material documents, etc.).

### 3.03 CONSTRUCTION REQUIREMENTS

#### A. Soil Excavation and Stockpiling:

1. Notify the DOH HEER Office at least 90 calendar days prior to disturbing contaminated soil at "HEER Sites" utilizing the [HI DOH e-Permitting System - Notification of Construction Activities \(HEER Office\). Version 1.6 \(hawaii.gov\)](#) or most recent version available. Obtain AIR-EE's review and concurrence prior to submittal to DOH.
2. The disturbance of contaminated media shall be performed in accordance with the DOTA EHE-EHMP or the Contractor's approved C-EHMP (Site-Specific or Addendum), where applicable. The HEER Office and AIR-EE shall be immediately notified if contaminated media not previously known or anticipated is encountered. The HEER Office will determine whether additional sampling is required. The Contractor shall provide a location map with Global Positioning System (GPS) coordinates and approximate depth below ground surface at which contaminated media were encountered to the Engineer and AIR-EE.
3. Soil stockpiles shall be created and managed in accordance with project plans, the approved project-specific C-EHMP (if applicable), and the DOH Guidance for Soil Stockpile Characterization and Evaluation of Imported and Exported Fill Material. If deviating from a DOH-approved C-EHMP, approval from DOTA and DOH is required. Contractor shall secure approval of new or revised stockpile characterization plans from DOTA prior to implementation. Soils placed in watertight containers shall be covered with plastic sheeting or positioned under a roof when not in active use. Soil stockpiles and containers shall be located at least 50 feet (1524 cm) 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:
  - 1) 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.
  - 2) Contaminated soil is reused no less than 164.04 yards (150 meters) from the nearest surface water or surface water inlet.
  - 3) 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.
  - 4) Contaminated soil is not reused within or beneath the footprint of a permanent building structure.
  - 5) Contaminated soil to be reused cannot contain free oil, oil sheens, oil stains, or total petroleum hydrocarbons (TPH) concentrations exceeding 5,000 milligrams per kilogram (mg/kg).

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

1. If contaminated groundwater is discovered at a previously unknown source or site on the project, the Contractor shall immediately notify the Engineer, AIR-EE, and HEER Office. Provide a location map with GPS coordinates and approximate mean sea level depth of the groundwater at which the contamination was encountered.
2. The disturbance of contaminated groundwater shall be performed in accordance with the DOTA EHE-EHMP, or C-EHMP (Site-Specific or Addendum), where applicable. The HEER Office will determine whether additional sampling is required.
3. If free product is present in the extracted groundwater, it shall be separated from the groundwater, profiled, and disposed of at an DOH-approved recycling/disposal facility. Free product shall not be moved from one excavation to another. Engineering measures shall be taken to prevent the transfer of the free product during dewatering. Water contaminated with free product shall not be discharged from a dewatering pit.
4. Releases of contaminated groundwater to surface water bodies or areas beyond the work area is prohibited.

5. Groundwater shall only be re-infiltrated in the ground with the prior approval of AIR-EE and the HEER Office. Under circumstances where contaminated groundwater cannot be re-infiltrated, proper disposal at a licensed facility shall be conducted. Notification to the appropriate agencies and other pertinent information related to the discharge shall be conducted by copying the Engineer and AIR-EE on all correspondence and copies of correspondence provided upon request.
6. The Contractor is responsible for the legal disposal or discharge of groundwater that is not re-infiltrated and shall provide AIR-EE with copies of waste manifests.
7. For groundwater containerized and removed from Airport property, the Contractor shall have representative samples taken and tested in accordance with DOH guidelines, standards, and regulations. A copy of the groundwater test results shall be submitted to AIR-EE. The groundwater shall not be disposed off-site without the approval of the Engineer and a written approval from the DOH-permitted facility receiving the groundwater indicating that they acknowledge the groundwater test results and providing their approval to dispose the groundwater at their facility. Transport off-site shall occur in DOT-approved containers or mobile tanks. Documentation for the removal of containerized groundwater is required in the Close-Out Report detailed in Section 3.04.
8. With approval from AIR-EE and oversight from the QEP, small volumes of groundwater may be disposed via evaporation from a constructed (lined) pond or basin, with solid residuals properly tested and disposed in accordance with this specification.
9. Release Reporting: Encountering previously unknown contaminated soil or groundwater during subsurface construction activities is considered a release and shall be reported to the HEER Office. Copies of the DOH Release Report, DOH-issued Release Number, and email correspondence (if applicable), shall be furnished to the Engineer and AIR-EE. The Contractor shall be responsible for release reporting and AIR-EE shall be included on all correspondence with the HEER office.
10. Report all leaks and spills immediately to AIR-EE, DOTA personnel, and regulatory agencies in accordance with the airport-specific DOTA Spill Reporting Fact Sheet available via the DOTA Construction Site Runoff Control Program Webpage at <https://hidot.hawaii.gov/airports/doing-business/engineering/environmental/construction-site-runoff-control-program/>.

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

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

1. For any UST or pipeline, whether unexpectedly discovered or a planned removal, the nature of the UST or pipeline and whether they are inactive shall be

determined prior to removal. Immediately notify the Engineer, AIR-EE and HEER Office of any unexpected encounter with a UST or buried piping.

2. The Contractor shall record field observations of the UST and pipelines. These observations shall include, but are not limited to, the following:
  - a. Location relative to fixed landmarks, including GPS coordinates. Provide a location map that shows the UST and pipelines that were encountered. The map shall include a North arrow and a scale.
  - b. Depth, diameter, length, and type of piping. Describe the condition of the pipe.
  - c. Volume and type of fuel or product, including analytical laboratory reports for the product recovered.
  - d. Beginning and ending fluid levels, if applicable.
  - e. Flow rates, if applicable.
  - f. Direction of flow.
  - g. Detailed photographs.
  - h. Detailed description of actions taken following the discovery, such as cutting, product removal, and disposal.
3. Provide records of the field observations to the Engineer, AIR-EE, and HEER Office.
4. The removal of all USTs must comply with HAR § 11-280.1, and all correspondence related to identification, removal, and documentation shall be provided to the Engineer and AIR-EE. Only personnel knowledgeable and trained in pipeline and UST removal shall cut, drain, and remove USTs and pipelines. Hazardous conditions, particularly those created by explosive vapors and releases of product to the environment, shall be mitigated prior to removal activities. If any waste pipe or UST components are to be stored on-site prior to disposal, the area shall be lined with polyethylene plastic sheeting, 20 mil (0.508 mm) or thicker, and bermed to contain any free product. Provisions shall be in place to contain viscous products that may liquify after exposure to atmospheric heating. The waste pipe segments shall be drained of any residual product and stored on appropriate dunnage with the ends of the pipe sealed or covered to protect the interior of the pipe from contact with rainwater and wind.
5. All removed pipelines and USTs shall be properly disposed or recycled.
6. The Contractor shall prepare and submit a UST Removal Report, including the results of all sampling activities required under HAR § 11-280.1, to the Engineer, AIR-EE, and the DOH SHWB (UST Program).

### 3.04 POST-CONSTRUCTION REQUIREMENTS

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

1. A signed letter certifying that the removal and disposal of all contaminated materials were completed in accordance with the DOTA EHE-EHMP or Contractor's approved C-EHMP (Site-Specific or Addendum), and all applicable Federal, State, and local rules and regulations.
2. All approved DOTA EHE-EHMP deviation request forms. (Reference DOTA EHE-EHMP.)
3. Any Site-Specific EHMP(s) or Long-term EHMP(s). For locations at an airport for which DOTA has already established a Site-Specific EHMP from previous projects, the DOTA's Site-Specific EHMP shall remain applicable. Contractor shall assist DOTA by providing requested project data and records necessary to draft any required amendments resulting from a change in site conditions due to construction.
4. All testing and laboratory results, including chain of custody, for any soil/sediment, groundwater, soil vapor, or other media sampling and analysis.
5. Any results from air monitoring.
6. Record of Field Observations, including location map with GPS coordinates, limits, and depths of any contaminated media (soil, groundwater, etc.) that were encountered at previously unknown source or sites on the project. Include a copy of the completed Hawaii Hazardous Substance Written Follow-up Notification form that was submitted to DOH and all other associated documents.
7. If contaminated soil was disposed off-site (off Airport Property), include the following:
  - a. A copy of the signed agreement from the receiving facility acknowledging the sample test results and indicating acceptance of the soil.
  - b. Documentation of the quantity of soil received by the facility.
  - c. Copies of the test results of the soil sampling.
  - d. All certifications, disposal forms, waste manifests, and summary logs.
8. If any soil was approved for reuse on-site (within the construction site boundaries) or off-site within Airport Property, at a minimum, include the following:
  - a. Copies of the test results of the soil sampling.
  - b. The quantity of soil that was re-used.
  - c. Location map of the re-used soil. Include GPS coordinates of its emplaced limits.
  - d. A brief description of the purpose of the reused soil (e.g., general fill, utility trench backfill material, etc.). Include the depth and thickness of its placement.
  - e. Photos of the site after placement of the re-used soil has been completed.
9. Record of Field Observation of any unanticipated UST or pipeline discovered during construction activities, including a copy of the completed DOH Notice of

Intent to Close Underground Storage Tanks form, UST Closure Report, and all other associated documents.

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

#### PART 4 – MEASUREMENT AND PAYMENT

##### 4.01 BASIS OF MEASUREMENT AND PAYMENT

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

<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 and Site-specific C-EHMP or C-EHMP Addendum. The Contractor shall reimburse the State within 30 calendar days for the full**

amount of any outstanding cost that the State has incurred. The State may deduct all incurred costs from the Contractor's monthly progress payments; however, the Contractor shall be responsible for reimbursing the State if the costs of correction exceed remaining payments owed to the Contractor.

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

END OF SECTION

## SECTION 01580 – TEMPORARY FACILITIES AND UTILITIES

### PART 1 – GENERAL

#### 1.01 RELATED DOCUMENTS

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

#### 1.02 DESCRIPTION

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

### PART 2 – PRODUCTS (Not Used)

### PART 3 – EXECUTION

#### 3.01 TEMPORARY UTILITIES DURING CONSTRUCTION

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

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

## DIVISION 16 - ELECTRICAL

### SECTION 16050 – BASIC ELECTRICAL MATERIALS AND METHODS

#### 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 SUBMITTALS

- A. Shop Drawings: Submit complete shop drawings and manufacturer's literature for Engineer's review before any work is fabricated. Comply with all requirements of SECTION 01300 - SUBMITTALS. Submit manufacturer's literature for the following:
1. Utility Wood Poles.
  2. Medium Voltage Conductors.
  3. Air Break Switches.
  4. Pole Mounted Transformers.
- B. Intent of Shop Drawing and Catalog Cut Review:
1. Shop drawing and catalog cut submittals processed by the Engineer are not Change Orders. The purpose of the submittals by the Contractor is to demonstrate to the Engineer that he understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.
  2. If deviations, discrepancies or conflicts between shop drawings and specifications are discovered either prior to or after shop drawing submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed.
  3. Prequalification: Where materials or products specified herein are designated by manufacturer's name, any request to substitute materials or products other than those specified shall be approved by the Engineer during the bidding period, as specified in the SPECIAL PROVISIONS. Burden of proof of equality of proposed substitutions will be the responsibility of the Contractor.
  4. Shop drawings and catalogue cuts for substitute materials shall clearly specify compliance with and/or deviation from specified material. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; and "achieve the same end use and results as materials formulated in accordance with the referenced publications". Certifications shall

simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance. Review of shop drawings and catalogue cuts shall not release Contractor from complying with intent of drawings and specifications.

### 1.03 GUARANTEE AND CERTIFICATE

Any item of material, apparatus, equipment furnished and installed, or construction by the Contractor showing defects in design, construction, quality or workmanship within one year from the date of final acceptance by the State shall be replaced by such new material, apparatus or parts as may be found necessary to make such defective portion of the complete system conform to the true intent and meaning of the specification and/or the drawings. Such repairs or replacement shall be made by the Contractor or his surety, free of all expense to the State.

### 1.04 GENERAL REQUIREMENTS

- A. The Contractor shall furnish all labor, materials, tools, equipment and appliances required to provide and install all electrical work, complete, as indicated on the drawings and/or as herein specified. The drawings note various sizes of equipment as determined for basis of design; the electrical work, however, shall be installed to comply with the equipment furnished by the successful supplier. The work shall include but not necessarily be limited to, the following:
1. Provide, complete and in place, pole line for overhead electrical distribution system.
  2. Provide, complete and in place, overhead electrical distribution system.
  3. Before bidding on this work, carefully examine each of the drawings and the site. By submitting a proposal of the work included in this Contract, the Contractor shall be deemed to have made such examination and to be familiar with and accept all conditions of the job site.
  4. Prior to ordering equipment, the Contractor shall examine the plans to verify the amount of space allocated for the electrical equipment and to determine if the material proposed will fit within the allotted space. It shall be the Contractor's responsibility to provide equipment that will fit within the allotted space.

### 1.05 COORDINATION WITH UTILITY COMPANIES AND OTHER TRADES

During bidding and construction, Contractor shall coordinate his work with utilities, and other trades to avoid omissions and overlapping of responsibilities.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. All materials shall be new, except as specifically noted, and shall bear the label of Underwriters Laboratories (UL) whenever standards have been established and label service is normally and regularly furnished by the agency.
- B. Raceways:
  - 1. Conduits: EMT and galvanized rigid steel, 3/4" minimum diameter.
  - 2. Non-Metallic Conduit: PVC Schedule 40.
  - 3. Flexible Conduit: Zinc-coated inside and outside; for wet or moist areas - liquid-tight with factory fittings.
- C. Conductors and Cables, 600V or less: Conductors shall be copper, No. 12 AWG minimum; No. 10 AWG and smaller, solid; No. 8 AWG and larger, stranded. Conductors shall be type THHN/THWN for interior use and RHW-USE for exterior use.
- D. Meter Socket: Meter socket shall be NEMA 3R. Provide per Hawaiian Electric requirements.
- E. Ground Rod: Rod shall be of copper clad steel conforming to UL 250, size as indicated.
- F. Wood Poles: Treated Douglas Fir. Length, class, pole setting depth, and approximate dimensions as indicated on drawings.
- G. Pole Mounted Transformers: Transformer shall conform to the latest applicable approved standards of IEEE, ANSI, and NEMA. Size as noted on drawings. Transformer oil shall be non-PCB containing less than 1ppm of PCB. Transformer tanks shall be stainless steel.
- H. Hardware, Supports, Backing, Etc.: All hardware, supports, backing and other accessories necessary to install electrical equipment shall be provided. Wood materials shall be "wolmanized" treated against termites, iron or steel materials shall be galvanized for corrosion protection, and non-ferrous materials shall be brass or bronze.

## PART 3 – EXECUTION

### 3.01 GENERAL

- A. Rules and Permit: The entire installation shall be made in strict accordance with the latest rules and regulations of the National Board of Fire Underwriters, the currently adopted edition of the National Electrical Code (NEC) and the local Electrical Bureau. All work shall be inspected by the proper local authorities as it progresses. The Contractor shall pay all inspection fees and shall deliver certificates of completion and

inspection to the Engineer before final payment will be made. Costs of permits and inspection fees shall be included in the Contractor's bid price.

B. Qualification of Installers:

1. For actual fabrication, installation and testing of the work of this section, use only thoroughly trained and experienced workmen completely familiar with items required and with manufacturers' recommended methods of installation. In acceptance or rejection of installed work, no allowance will be made for lack of skill on part of workmen.
2. Workmanship shall meet the approval of Engineer who shall be afforded every opportunity to determine skill and competency. Concealed work shall be reopened at random during formal inspection by Engineer at his request.

C. Construction Methods: Construction shall conform to construction practices as recommended by the American Electricians Handbook by Croft (latest edition), Edison Electric Institute, National Electrical Code, National Electrical Safety Code and applicable instructions of manufacturers of equipment and material supplied for this project.

D. Field-Posted As-Built Drawings: The Contractor shall maintain an accurate and adequate record of each change as it occurs, regardless of how ordered and submit as-built drawings after project completion.

E. Plans and Specification: This specification is intended to cover all labor, materials and standards of workmanship to be employed in the work indicated on the plans and called for in the specification or reasonably implied therein. The plans and specification supplement one another. Any part of the work mentioned in one and not represented in the other, shall be done the same as if it had been mentioned in both. The Contractor shall not make alterations to the drawings and specification.

F. Discrepancies and Interpretations:

1. Should the Contractor find any discrepancies in or omissions from any of the documents or be in doubt as to their meaning, he shall advise the Engineer who will issue any necessary clarification within a time period which does not disrupt the progress of the work.
2. All interpretation and supplemental instructions will be in the form of a written addenda to the Contract Documents.
3. Should any discrepancy arise from the failure of the Contractor to notify the Engineer, the higher quality or larger quantity of item shall prevail. Engineer shall make the final interpretation and judgment.
4. In the event of a discrepancy between small scale drawings and large scale details, or between drawings and specification, on which is in violation of any regulations, ordinances, laws or codes, the discrepancy, if known by the Contractor, shall be immediately brought to the attention of the Engineer for a

decision before proceeding with the particular work involved. Work carried out disregarding these instructions will be subject to removal and replacement at the Contractor's expense.

- G. Symbols: The standard electrical symbols together with the special symbols, notes and instructions shown on the drawings indicate the work required and are all to be included as a part of this specification.
- H. Coordination: This specification is accompanied by plans indicating locations of boxes, electrical connections, service runs, and other electrical apparatus. These locations are approximate and, before installing, the Contractor shall study plans and actually make the installation in the most logical manner. The circuit routing is typical only and may be varied in any logical manner.

### 3.02 INSTALLATION

#### A. Grounding:

1. All metallic enclosures, raceways, and electrical equipment shall be grounded according to requirements of NEC Article 250. Final connection to equipment, raceways and other metallic parts directly exposed to ungrounded electric conductors shall be No. 12 AWG minimum, copper, NEC type TW, green insulation. Use approved bonding terminal at panels.
2. All grounding wire runs within building shall be routed together with circuit conductors.
3. Bond and ground all feeder conduits to panelboard enclosures.

#### B. Wiring System:

1. Below grade or in slab, use Schedule 40 PVC. Provide separate ground wire and rise out of ground with PVC. Transition from PVC to rigid steel conduit within 6" of rising out of finished grade.
2. Rigid steel conduit shall be used where run is exposed in exterior locations.
3. Conduit shall be cut square and inner edges reamed. Butt together evenly in couplings.
4. Bends and offsets shall be made with hiekey or conduit bending machine. Do not use vise or pipe tee. Bends shall be made so that interior cross-sectional areas will not be reduced. Radius of curve of inner edge of field bend shall not be less than ten times internal diameter of conduit.
5. Use of running threads and set screw couplings will not be permitted. Where conduit cannot be joined by standard threaded couplings, approved watertight conduit union or compression couplings shall be used.

6. Cap conduit, during construction, with plastic or galvanized pipe caps to prevent entrance of dirt or moisture. All conduits shall be swabbed out and dried before wires or cables are pulled in.
7. Conduit shall be mounted clear of other piping, valves or mechanical equipment.
8. Fish wires, cords strings, chains or the like shall not be placed or inserted into the conduit system during installation. Insulating bushings and two locknuts shall be installed on the end of every run of conduit at sheet metal enclosures and boxes.
9. Securely fasten conduit to structure support. Two-inch and larger conduits shall be anchored with galvanized wrought iron one-hole clamps or equal fittings.
10. Exposed conduit shall be parallel with, or at right angles to, structural or architectural elements, and securely fastened in place with two-hole galvanized pipe straps with screws, or with approved beam clamps, or approved single or gang pipe hangers spaced not more than five feet apart, as conditions required. Vertical runs shall be supported at intervals not exceeding five feet approved clamp hangers.
11. Pullwire shall be installed in empty conduit. Pullwire shall be #12 AWG type TW insulated wire or nylon pull line. Pullwires shall be tagged at conduit terminations to identify conduit use (i.e. power, telephone, data, etc.).

C. Conductors:

1. Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller wires.
2. Pulling tension shall not exceed wire manufacturer's recommendations.
3. Where necessary, powdered soapstone may be used as a lubricant for drawing wires through conduit. No other means of lubricating will be allowed.
4. Form neatly in enclosures for minimum of crossovers. Tag all feeders.

D. Splicing of Wire and Cable:

1. Wires shall be formed neatly in enclosures and boxes.
2. Splices made according to NEC Article 110.
3. Splices shall be reinsulated. Remove all sharp points that can pierce tape. Use Minnesota Mining and Manufacturing Co. "Scotch" #33 tape, or equal. Splices in boxes for exterior locations shall be water-tight.

E. Trench Excavation:

1. Dimensions and locations of trenches for pullboxes and ductlines shall be as indicated on drawings. Trench width and depths shall be sufficient to accommodate proper installation of conduit banks and cables.
2. Where a trench is excavated on slope, sides are to be vertical, and depth measured at lowest side. All measurements are to be based on final grades.
3. Bottom of trenches to be flat and smooth.
4. Trenches shall be widened at pullbox sites to permit proper entry of ducts.
5. All excavations for pullboxes in excess of the required depths shall be filled with concrete.
6. Sheathing and bracing as required shall be provided to support sides of excavations from cave-ins.
7. Provide drainage and pumps to keep trenches dry.
8. Excavated material may be placed alongside trench.

F. Backfill:

1. Backfilling shall be to finished grades indicated on accompanying drawings, and matching existing conditions.
2. Backfill material shall be completely free of wood or other debris.
3. Backfill material shall be placed in maximum of 12" layers in loose thickness before compacting. Backfill shall be thoroughly compacted with hand or mechanical tampers, and in no case shall tamping be accomplished by using the wheels or tracks of a vehicle.

G. Conduit and Duct Bank:

1. Bottom of trenches for all systems shall be clean, smooth and well graded prior to installation of conduits.
2. Saw cut, ream and taper ducts and conduits with manufacturers' approved tool.
3. Couplings and bells shall be tight to prevent entry of dirt into ducts and conduits.
4. Provide spacers to maintain proper separation between ducts.
5. Changes in direction of greater than 5 degrees shall be accomplished by using special couplings or bends manufactured for this purpose. Where ducts enter pullboxes, they shall be terminated in end bells. Ducts shall be thoroughly cleaned before laying. When it is necessary to cut tapered end of duct at site, cut shall be

made with saw and tapered with lathe designed to match original taper. Coordinate placement of duct runs with other utilities, building structures, existing facilities and landscaping elements to avoid conflicts. When necessary, obtain acceptance from the Engineer for relocation and adjustments at no additional cost to the State.

6. Ducts shall be clean and free from debris and rubbish.
7. After each day's work, provide temporary conduit plugs at the end of conduit banks to prevent entry of dirt, rubbish, or debris.
8. Pass smooth bullet-shaped, blunt tip wooden test mandrel through the entire length of each duct or conduit to test for burrs and obstructions. Unless indicated otherwise, mandrel shall be 14" long and shall have diameter of 2" less than inside diameter of duct or conduit. If burrs or obstructions are encountered, that section shall be replaced at no additional cost to the State.
9. Unless indicated otherwise, install #12 AWG galvanized iron pulling wire or polypropylene cord in each conduit after testing.
10. Apply thin coat of sealing compound on ducts and conduits at couplings and bells.
11. Provide duct seals at each entry point into pullboxes to prevent water from flowing between pullboxes.
12. A 4" wide warning tape, with black imprinted message "WARNING - ELECTRICAL LINE BELOW" shall be placed 12" below finish grade over electrical ductlines. Color shall be as noted on drawings.

#### H. Finishing:

1. All cutting that may be required for complete installation of the electrical work shall be carefully performed, and all patching shall be finished in first-class condition by the Contractor.
2. Close unused knockouts in boxes or enclosures with metal cap.
3. Wipe clean all exposed raceways and boxes with rag and solvent. Unfinished raceways and boxes shall be prime-painted and finished to blend into background.

#### I. Miscellaneous Details:

1. Cut, drill and patch as required to install electrical system. Repair any surface damaged or marred by notching, drilling or any other process necessary for installation of electrical work. Cutting, repairs and refinishing subject to the approval of the Engineer. Need for remedial work determined by Engineer as attributable to poor coordination and workmanship shall be cause for reconstruction to the satisfaction of the State of Hawaii.

2. Attachment of electrical equipment to wood by non-ferrous wood screws. Attachment to concrete by expansion anchors. Powder-charge-driven studs and anchors permitted only with prior approval.
3. Furnish necessary test equipment and make all tests necessary to check for unspecified grounding, shorts and wrong connections. Correct faulty conditions, if any.

3.03 TESTING AND INSPECTION

- A. If the State (or its representative) discovers any errors, the Contractor, at his own expense, shall go over all similar portions of the entire job, taking the necessary or directed remedial action.
- B. Installations 600 volts and less shall be tested for insulation resistance after all wiring is completed and ready for connection to fixtures and equipment. Using a 500V megger, measure and record the insulation resistance from phase to phase and phase to neutral. The above tests shall be witnessed by the Engineer and the records turned over to him for proper disposition. The Contractor shall notify the Engineer when this test is to be performed.
- C. The Contractor shall retape splices which have been bared for inspection. The Contractor shall test all portions of the electrical system furnished by him for proper operation and freedom from accidental grounds. All tests shall be subject to the approval of the Engineer.
- D. Wherever test or inspection reveals faulty equipment or installation, the Contractor shall take corrective action, at his own expense, repairing or replacing equipment or installation as directed.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

All work specified in this section shall be paid for at the contract lump sum price for Electrical Improvements. The contract price paid shall be full compensation for labor, tools, equipment, and all other incidentals necessary to complete the work.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
16050.1	Electrical Improvements	Lump Sum

END OF SECTION

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

---

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

### **Rate of Wages for Laborers and Mechanics**

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

### **Overtime**

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

### **Weekly Pay**

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

### **Posting of Wage Rate Schedules**

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

### **Withholding of Accrued Payments**

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

### **Certified Weekly Payrolls and Payroll Records**

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

## Termination of Work on Failure to Pay Wages

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

## Apprentices

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

## Enforcement

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



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

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

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS

PROPOSAL

PROPOSAL TO THE

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

PROJECT: ELECTRICAL IMPROVEMENTS  
KAWAIHAPAI AIRFIELD  
MOKULEIA, OAHU, HAWAII

PROJECT NO.: CO2544-53

COMPLETION TIME: ONE HUNDRED EIGHTY (180) Calendar days from the date indicated in the Notice to Proceed from the Department.

LIQUIDATED DAMAGES: FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day which the Contractor has delayed the completion of this project.

PROJECT MANAGER: Mr. Jonathan Yoshida  
Department of Transportation Airports  
Daniel K. Inouye International Airport  
400 Rodgers Boulevard, Suite 700  
Honolulu, HI 96819-1880  
Phone: (808) 838-8875  
Email: [jonathan.r.yoshida@hawaii.gov](mailto:jonathan.r.yoshida@hawaii.gov)

ELECTRONIC SUBMITTAL: **Bidders shall submit and upload the complete proposal to HlePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HlePRO. Bidders shall refer to SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HlePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

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

The undersigned Bidder further agrees to the following:

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

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.
7. The undersigned Bidder further agrees to the following: Pursuant to HAR §3-122-13(e), any contractor (including consultants) paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation. This includes the preparation of reports relied upon by HDOT in the development of the project scope.

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

\_\_\_\_\_  
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 (RS) 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.

Electrical Improvements  
 Kawaihapai Airfield  
 Mokuleia, Oahu, Hawaii  
 State Project No. CO2544-53

PROPOSAL SCHEDULE

Item No.	Description	Approx. Qty	Unit	Unit Price	Total
01210.1	Unforeseen Conditions	Allowance	Allowance	Allowance	\$ 200,000
01210.2	Electrical Utility Costs	Allowance	Allowance	Allowance	\$ 100,000
01210.3	Telecom Utility Costs	Allowance	Allowance	Allowance	\$ 20,000
01561.1	Construction Site Pollution Controls	Lump Sum	Lump Sum	Lump Sum	\$
01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	Lump Sum	Lump Sum	Lump Sum	\$
01562.2	Additional Management of Contaminated Media, Soil Disposal, and Soil Reuse	Allowance	Allowance	Allowance	\$ 50,000
16050.1	Electrical Improvements	Lump Sum	Lump Sum	Lump Sum	\$
<b>TOTAL AMOUNT FOR COMPARISON OF BIDS</b>					<b>\$</b>

NOTES:

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

- Note 1: Bids shall include all Federal, State, County and other applicable taxes and fees.
- Note 2: The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
- Note 3: Bidders shall complete all unit prices and amounts. Failure to do so shall be grounds for rejection of bid.
- Note 4: The State reserves the right to reject any or all Bids and to waive any defects in said Bids in the best interest of the State.
- Note 5: Submission of a Bid is a warranty that the bidder has made an examination of the project site and is fully aware of all conditions to be encountered in performing the work and the requirements of the plans and specifications.

- Note 6: The bidder's attention is directed to Section 2.11 - BID SECURITY of the General Provisions, as amended by the Special Provisions.
- Note 7: Bidder shall be paid for actual work performed as directed by the Engineer for allowance items. Bidder shall not be paid overhead and profit for unused allowance funds.
- Note 8: If the TOTAL AMOUNT FOR COMPARISON OF BIDS exceeds the funds available for the project, then the State reserves the right to negotiate with the lowest, responsive, responsible bidder as permitted under Section 103D-302, Hawaii Revised Statutes (HRS), to further reduce the scope of work and award a contract thereafter.
- Note 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. 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.**

# SURETY BID BOND

Bond No. \_\_\_\_\_

KNOW TO ALL BY THESE PRESENTS:

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

as Offeror, hereinafter called the Principal, and

\_\_\_\_\_  
(name of bonding company)

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

\_\_\_\_\_  
(State/county entity)

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

\_\_\_\_\_  
(required amount of bid security)

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

**WHEREAS:**

The Principal has submitted an offer for

\_\_\_\_\_  
(project by number and brief description)

**NOW, THEREFORE:**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name of Principal (Offeror) (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety (Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
AIRPORTS

FORMS

Sample Contract  
Performance Bond (Surety)  
Performance Bond  
Labor and Material Payment Bond (Surety)  
Labor and Material Payment Bond  
Chapter 104, HRS Compliance Certificate  
Certification of Compliance for Employment of State Residents  
Provisions to be Included in Construction Procurement Solicitations

CONTRACT

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

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

TOTAL AMOUNT FOR COMPARISON OF BIDS.....\$«BASIC\_NUMERIC»

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

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

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

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

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

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

STATE OF HAWAII

\_\_\_\_\_  
Director of Transportation

«CONTRACTOR»

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

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

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

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

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

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

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

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# PERFORMANCE BOND

## KNOW TO ALL BY THESE PRESENTS:

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

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

\_\_\_\_\_ (State/County entity)

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

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

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

- Legal Tender;**
- Share Certificate** unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_;
- Certificate of Deposit**, No. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check** No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check** No. \_\_\_\_\_, dated \_\_\_\_\_ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

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

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_,  
*(Name and Street Address of Bonding Company)*

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

its successors and assigns, hereinafter called Obligees, 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 Obligees on \_\_\_\_\_ for the following project: \_\_\_\_\_

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

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

# LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(Dollar amount of Contract)

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

- Legal Tender;
- Share Certificate unconditionally assigned to or made payable at sight to \_\_\_\_\_  
Description: \_\_\_\_\_
- Certificate of Deposit, No. \_\_\_\_\_, dated \_\_\_\_\_ issued by \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Official Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;
- Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_ accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

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

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

**NOW THEREFORE,**

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_

Name of Contractor

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
  - A. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
  - B. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day.
  
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

DATED at Honolulu, Hawaii, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
«CONTRACTOR»  
Name of Corporation, Partnership, or Individual

\_\_\_\_\_  
Signature and Title of Signer

Notary Seal  
NOTARY ACKNOWLEDGEMENT

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

Notary Seal  
NOTARY CERTIFICATION

Doc. Date: \_\_\_\_\_ #Pages: \_\_\_\_\_  
Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_  
Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
Notary signature \_\_\_\_\_  
Date \_\_\_\_\_

**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 Hawaii 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 Hawaii 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 \_\_\_\_\_, 2025.

Doc. Date: \_\_\_\_\_ # of Pages \_\_\_\_\_ 1<sup>ST</sup> Circuit

Notary Name: \_\_\_\_\_

Doc. Description: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, 1<sup>st</sup> Circuit, State of Hawai'i  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature Date

NOTARY CERTIFICATION

## **PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS**

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

- a. "Contract" means contracts for construction under 103D, HRS.
- b. "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
- c. "Construction" has the same meaning as in Section 103D-104, HRS.
- d. "General Contractor" means any person having a construction contract with a governmental body.
- e. "Procurement Officer" has the same meaning as in Section 103D-104, HRS.
- f. "Resident" means a person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii 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 Hawaii 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 Hawaii 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 Hawaii 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 Hawaii. 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.