STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIAL PROVISIONS, SPECIFICATIONS, AND PROPOSAL FOR FY26 SPALL REPAIRS DANIEL K. INOUYE INTERNATIONAL AIRPORT HONOLULU, OAHU, HAWAII

STATE PROJECT NO. CO1646-33

2026

NOTICE TO BIDDERS

Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for **FY26 SPALL REPAIRS, DANIEL K. INOUYE INTERNATIONAL AIRPORT, HONOLULU, OAHU, HAWAII, PROJECT NO. CO1646-33**, will begin as of the HIePRO Release Date. Bidders shall register and submit complete bids through HIePRO only. Refer to the following HIePRO link for important information on Vendor Registration: https://hiepro.ehawaii.gov/welcome.html.

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

HIePRO OFFER DUE DATE & TIME is **June 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 repairing spalls in the International Parking Structure, pedestrian and vehicle bridges, and adjacent walkway leading to T1. The estimated cost of construction is between $2,500,000.00 to $3,000,000.00.

To be eligible for award, bidders shall possess a valid State of Hawaii General Engineering "A," General Building "B," or Specialty Contractors "C-31a" 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 28, 2026**, at 9:00 a.m., HST, at the Department of Transportation, Airport Office Lobby, Daniel K. Inouye International Airport, Terminal 1 - 7th Floor, 400 Rodgers Boulevard, Suite 700. 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.

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

CURT T. OTAGURO
Deputy Director of Transportation for Airports

HIePRO RELEASE DATE: May 21, 2026

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INSTRUCTIONS FOR CONTRACTOR'S LICENSING

"A" general engineering contractors and "B" general building contractors are reminded that due to the Hawaii Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the "A" 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 (HIePRO) - 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 HIePRO 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 HIePRO 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 HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal.** The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. **Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

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

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

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

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

(1) A deposit of legal tender;

(2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, 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 HIePRO.**"

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

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

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

4.12 UTILITIES AND SERVICES is amended as follows:

Add the following after the last paragraph:

"(e) Repairs and Outages.

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

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

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:

Cement Concrete Contractor (C-31a)."

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

DIVISON 1 – GENERAL REQUIREMENTS

SECTION 01010 – DESCRIPTION OF WORK

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. Description of Work: The work to be performed under this Contract includes spall repairs at the International Parking Structure (IPS), pedestrian and vehicle bridges and adjacent walkway leading to T1 at the Daniel K. Inouye International Airport, Honolulu, Hawaii. The State may direct additional locations of work that are not indicated on the contract plans and specifications based on the needs of the Airport and the availability of funds.

B. 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; and
6. Special project requirements.

1.03 VEHICLE PARKING

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

1.04 PROVISIONS FOR FIELD OFFICE/STORAGE SPACE

Pending the availability of space on airport property, the State will issue Revocable Permit(s) to the Contractor for the use of the space, assessed at a monthly fee of $25.00 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 extremely limited, the State does not guarantee that space(s) provided to the Contractor will be in close proximity to the project site. The State will make every effort to provide the Contractor with space on airport property, however, should the State determine that no space is available for such use(s), the responsibility shall then be on the Contractor to find space outside of airport property.

1.05 LOCATION OF THE WORK

A. The work to be performed under this Contract is located at the International Parking Structure (IPS) and area on the ground level between the IPS and the lower-level roadway leading to Terminal 1 at the Daniel K. Inouye International Airport, Honolulu, Hawaii.

B. Conditions:

1. The International Parking Structure (IPS) and airport roadways shall remain operational at all times. Any damages to existing areas caused by the Contractor shall be repaired by the Contractor at no cost to the State.

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

1.06 HOURS OF WORK

A. The General Contractor shall coordinate all phases of work under this contract with the Engineer to permit the continuing operation of all existing Airport facilities which will be affected by the performance of this contract. For those construction activities which, in the opinion of the Engineer, will have a severe effect on Airport activities, the Engineer reserves the right to reschedule the work hours to non-standard work hours or to reschedule work to a time period more convenient to Airport operations, with no additional cost to the State.

Work can be performed at the construction site between the hours of 9:00 p.m. to 5:00 a.m., without considerable disruption to airport operations or other adjacent tenants and with approval by the State. Noise, including demolition work, and water proofing shall occur from 9:00 p.m. to 5:00 a.m. Contractor shall coordinate other work activities with the Engineer for the hours between 9:00 p.m. to 5:00 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. TSA citations may result in fines in excess of $13,000 per violation and the confiscation of AOA badges. Materials shall be safely secured and stored in an area designated by the Airport Manager.

C. Dependent on the type and location of work activity, the Contractor may be required to either alter the work hours and work activities or suspend work during the Airline Operational Blackout Dates listed below.

1. Winter Break (through the month of December to the second week of January);

2. The Dr. Martin Luther King, Jr. Day weekend (holiday celebrated on the third Monday in January);

3. Spring Break (varies, weeklong break, around the Easter Day weekend);

4. Golden Week (April 29 through the first week of May);

5. The Memorial Day weekend (holiday celebrated on the last Monday in May);

6. Summer Vacation (June through August);

7. The Labor Day weekend (holiday celebrated on the first Monday in September);

8. Silver Week (varies, roughly around the third week of September);

9. Veterans' Day (eleventh day in November); and

10. The Thanksgiving Day weekend (holiday celebrated on the fourth Thursday in November).

Schedule adjustments during the Airline Operational Blackout Dates shall not incur additional costs to the State of Hawaii.

D. Dependent on the type and location of nighttime work activity, the Contractor may be required to either alter the work hours and work activities, or suspend work during the Seabird Fallout Season, roughly September 15 – December 15, annually. Schedule adjustments during the Seabird Fallout Season dates shall not incur additional costs to the State of Hawaii.

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 Contractor's expense.

C. Contractor shall inspect and scan all existing surfaces and concrete structures prior to coring, cutting, or otherwise modifying them. Contractor shall notify Engineer if scanning shows that following the plans will result in damage to utilities or structural reinforcement. If relocation of concrete modifications called for in the plans is feasible to complete work, Contractor shall propose such relocation to Engineer for approval before proceeding.

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

1.09 CONSTRUCTION STAKES, LINES AND GRADES

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

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

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

D. All control points and stakes or marks which the Engineer may set shall be preserved by the Contractor. If such control points, stakes or marks are destroyed or disturbed by

the Contractor, the cost of replacing such stakes or marks will be charged against the Contractor and deducted from payments due the Contractor.

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

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

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

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

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

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

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

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

1.10 SPECIAL PROJECT REQUIREMENTS

A. Upon receipt of the Contract, the Contractor shall process and return the Contract to the State’s 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

The allowances itemized below are estimates and the amount shall not exceed the maximum amount shown in the proposal schedule. Payment will be made under:

Item No.	**Item**	**Unit**
01210.1	Unforeseen Conditions	Allowance (ALLOW)
01210.2	Security Measures	Allowance (ALLOW)

END OF SECTION

SECTION 01300 – SUBMITTALS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 PROJECT DOCUMENTATION

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

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

1.03 DETAILED CONSTRUCTION SCHEDULE

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

1. Identification by code numbers and description;
2. Duration;
3. Craft and equipment;
4. Earliest start and finish dates;
5. Latest start and finish dates;
6. Total and free float time; and
7. Highlighted Critical Path.

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

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

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

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

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

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

1.04 SCHEDULE OF VALUES

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

B. Format and Content: Use Proposal Schedule and/or the Project Specifications table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principle work or subcontract amounts down into several smaller identifiable items of work.

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

1. Project name and location

2. Project number

3. Contractor's name and address

4. Contract No.

5. Date of submittal

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

1. Related Specification Section or Division

2. Description of work

3. Dollar value and percent complete

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

1. Construction Schedule

2. Application for Payment forms including continuation sheets

3. List of Subcontractors

4. List of principle suppliers and fabricators

5. Schedule of submittals

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

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

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

1.05 OTHER SUBMITTALS REQUIRED BEFORE CONSTRUCTION

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

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

1. Superintendent.

2. Contractor's authorized representative to sign documents.

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

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

B. Name of Safety Officer.

C. Notice of Materials to be furnished.

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

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

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

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

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

1.06 SHOP DRAWINGS, SAMPLES, CATALOG CUTS, AND CERTIFICATES

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

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

identified with the applicable information specified hereinafter under "Submittal Identification."

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

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

1.07 MAINTENANCE DATA AND OPERATING INSTRUCTIONS

Six (6) copies of maintenance data and operating instructions shall be submitted by the Contractor at the conclusion of the equipment installation. The manuals shall be assembled in one or more binders, each with a title page, typed table of contents, and heavy section dividers with numbered plastic index tabs. The binders shall be a minimum of 2 inches (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 equipments with warranty start and completion dates for each item.

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

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

1.08 TEST REPORTS

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

1.09 SUBMITTAL IDENTIFICATION

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

B. _____

General Contractor's Name

PROJECT TITLE: _____
AIRPORT: _____
STATE PROJECT NO: _____
AIP PROJECT NO: _____
THIS SUBMITTAL HAS BEEN CHECKED BY THIS GENERAL CONTRACTOR AND IS CERTIFIED CORRECT AND IN COMPLIANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS.
ITEM NO: _____
SUBMITTAL NO: _____
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 01310 – PROJECT MANAGEMENT AND COORDINATION

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. Section Includes:

1. Coordination and project conditions.
2. Pre-demolition meetings.
3. Pre-testing meetings.
4. Pre-installation meetings.
5. Cutting and patching.

1.03 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify utility requirements and coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, electrical equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs. In finished areas, conceal pipes, ducts, and wiring within construction.

D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

E. After State occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize the disruption of State's activities.

1.04 PRE-DEMOLITION MEETINGS

A. When required in individual specification sections, convene pre- demolition meetings at Project site prior to commencing work of specific section.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Engineer seven (7) consecutive calendar days in advance of meeting date.

D. Prepare agenda and preside at meeting:

1. Review existing conditions.

2. Determine extent and nature of work and means, methods, techniques, sequences and procedures to be used.

3. Record existing conditions by taking photos of important project elements.

4. Review coordination with related work.

E. Record minutes and distribute copies within two (2) days after meeting to participants, with two (2) copies to Engineer, and those affected by decisions made.

1.05 PRE-TESTING MEETINGS

A. When required in individual specification sections, convene pre- testing meetings at Project site prior to commencing work of specific section for field testing.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Engineer seven (7) consecutive calendar days in advance of meeting date.

D. Prepare agenda and preside at meeting:

1. Review existing conditions of items to be tested.

2. Determine extent and nature of work and means, methods, techniques, sequences and procedures to be used.

3. Record existing conditions by taking photos of important project elements.

E. Record minutes and distribute copies within two (2) days after meeting to participants, with two (2) copies to Engineer, and those affected by decisions made.

1.06 PRE-INSTALLATION MEETINGS

A. When required in individual specification sections, convene pre- installation meetings at Project site prior to commencing work of specific section for field testing.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Engineer seven (7) consecutive calendar days in advance of meeting date.

D. Prepare agenda and preside at meeting:

1. Review conditions of installation, preparation and installation procedures.

2. Review coordination with related work.

E. Record minutes and distribute copies within two (2) days after meeting to participants, with two (2) copies to Engineer, and those affected by decisions made.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:

1. Structural integrity of element.

2. Integrity of weather-exposed or moisture-resistant elements.

3. Efficiency, maintenance, or safety of element.

4. Visual qualities of sight exposed elements.

C. Execute cutting, fittings, and patching to complete Work, and to:

1. Fit the several parts together, to integrate with other Work.

2. Uncover Work to install or correct ill-timed Work.

3. Remove and replace defective and non-conforming Work.

4. Remove samples of uninstalled Work for testing.

5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

I. Identify hazardous substances or conditions exposed during the Work to Engineer to decision or remedy.

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 01330 – SUBMITTAL PROCEDURES

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 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer's responsive action.

B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.03 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in or the relevant technical section(s) as applicable. Submit list of submittals and time requirements for scheduled performance of related construction activities.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 30 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

E. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use CSI Form 12.1A or equal approved by the State Project Manager

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Use only final submittals with mark indicating approval by Engineer.

1.04 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

General: At Contractor's written request, copies of the CAD files will be provided to the Contractor for Contractor's use in connection with Project, subject to the following conditions:

CAD files shall only be used for this project.

PART 2 – PRODUCTS

2.01 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data is not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Manufacturer's catalog cuts.
e. Compliance with specified referenced standards.
f. Testing by recognized testing agency.

4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.
e. Shopwork manufacturing instructions.
f. Templates and patterns.
g. Schedules.
h. Notation of coordination requirements.
i. Notation of dimensions established by field measurement.
j. Relationship to adjoining construction clearly indicated.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (279.4 mm) but no larger than 30 by 40 inches (1016 mm).

3. Number of Copies: Submit two opaque (bond) copies of each submittal. Engineer will return one copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

E. Submittals Schedule: Comply with requirements specified in the relevant technical section(s) as applicable.

F. Application for Payment: Comply with requirements specified in the relevant technical section(s) as applicable.

G. Schedule of Values: Comply with requirements specified in the relevant technical section(s) as applicable.

2.02 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.

2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and

certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements specified in the relevant technical section(s) as applicable.

B. Contractor's Construction Schedule: Comply with requirements specified in relevant technical section(s).

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names, and addresses of Engineers and owners, and other information specified.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

L. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests

performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in the relevant technical section(s) as applicable.

O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturers.

Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Statement on condition of substrates and their acceptability for installation of product.

2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

S. Construction Photographs: Comply with requirements specified in the relevant technical section(s) as applicable.

T. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Engineer.

1. Engineer will not review submittals that include MSDSs and will return them for resubmittal.

PART 3 – EXECUTION

3.01 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.02 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Informational Submittals: Engineer will review each submittal and will not return it or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this section will not be measured or paid for separately but shall be considered incidental to and included in the price bid for various items of work in this project.

END OF SECTION

SECTION 01400 – CONTRACTOR QUALITY CONTROL PROGRAM

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 CONTRACTOR QUALITY CONTROL PROGRAM

A. GENERAL

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

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

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

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

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

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

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer. All inspection and test reports shall be stamped and signed by a licensed professional engineer.

B. DESCRIPTION OF PROGRAM

1. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

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

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

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

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

C. QUALITY CONTROL ORGANIZATION

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

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

1. Contractor Quality Control System Manager. The CQCSM shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCSM shall have a minimum of 5 years of experience in airport and/or paving and building construction and shall have had prior quality control experience on a project of comparable size and scope as the contract. The CQCSM shall be on the project full time and shall have no production duties. The CQCSM shall NOT be the point of contact for the production organization.

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

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

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

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

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

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

D. SUBMITTALS SCHEDULE

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

1. Specification item number;

2. Item description;

3. Description of submittal;

4. Specification paragraph requiring submittal; and

5. Scheduled date of submittal.

E. INSPECTION REQUIREMENTS

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

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

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

F. QUALITY CONTROL TESTING PLAN

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

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

1. Specification item number;

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

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

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

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

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

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

The testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer and State Project Manager shall be provided the opportunity to witness quality control sampling and testing. The CQCSM shall make every effort to inform the Engineer and State Project Manager at least 24 hours, or more if stated in the specifications, before such testing occurs.

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

G. DOCUMENTATION

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

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

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

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

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

f. Adherence to plans and technical specifications;
g. Review of quality control tests; and
h. Safety inspection.

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

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

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

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

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

H. CORRECTIVE ACTION REQUIREMENTS

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

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

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

I. SURVEILLANCE BY THE ENGINEER AND STATE PROJECT MANAGER

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

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

J. NONCOMPLIANCE

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

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

1. Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors in accordance with Section 8.4 – “Character and Proficiency of Workers” of the General Provisions for Construction Projects (2016).

2. Order the Contractor to stop operations in accordance with Section 8.10 – “Suspension of Work” of the General Provisions for Construction Projects (2016).

3. Determine work performed by the Contractor during periods of noncompliance to be unacceptable and subject to inspection, removal or non-payment in accordance with Section 5.12 – “Removal of Non-Conforming and Unauthorized Work: Performance of Corrective or Remedial Work” of the General Provisions for Construction Projects (2016).

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 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/

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 Section 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.

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

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

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

B. 70% of the line item price shall be paid in equal monthly payments over the duration of the contract. Failure to satisfactorily apply, maintain, or modify BMP measures and devices, and/or submittals shall result in the withholding of monthly progress payments for this line item.

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

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

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

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

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

Appendix A. Liquidated Damages Schedule for Non-Compliances

Non-Compliance	Amount
Failure to obtain coverage under an NPDES Construction Permit for construction activities associated with a project that will disturb one acre or more of land, or will be part of a larger common plan of development that will disturb one acre or more of land, as defined by DOH.	$1,000 per calendar day per violation.
Failure to obtain coverage under an NPDES Hydrotesting Permit for hydrotesting activities that will require effluent discharge into State waters or drainage systems.	$1,000 per calendar day per violation.
Failure to obtain coverage under an NPDES Dewatering Permit for dewatering activities that will require effluent discharge into State waters or drainage systems.	$1,000 per calendar day per violation.

Non-Compliance	Amount
Failure to comply with the conditions specified in an NPDES Permit, or any other applicable permit.	$1,000 per calendar day per violation.
Failure to schedule a Pre-construction BMP Inspection and receive acceptance of all associated corrective actions prior to conducting land-disturbing activities.	$1,000 per calendar day per violation.
Failure to provide corrective actions accepted by AIR-EE or their designated authorized representative by the deadlines identified in the BMP inspection report.	$1,000 per calendar day per violation.
Failure to have the accepted SSBMP Plan and amendments or the accepted SWPPP and amendments available at a project construction site.	$1,000 per calendar day per violation.
Failure to properly install or maintain a BMP specified by the SSBMP Plan, SWPPP, contract drawings and documents, or permit.	$2,000 per calendar day per violation.
Failure to have an accepted amendment to the SSBMP Plan or an accepted amendment to the SWPPP prior to implementing changes to previously accepted BMPs. Note: Advance review and acceptance can be provided to satisfy this non-compliance. However, for projects with an NGPC or NPDES permit, the written amendment shall still be formally submitted for certification and signature by the authorized representative identified in the NGPC or NDPES Permit.	$2,000 per calendar day per violation.
Failure to conduct required inspections.	$1,000 for each of the first ten violations, $2,500 for each of the next ten violations, $5,000 for each subsequent violation.

Non-Compliance	Amount
Failure to maintain required records such as BMP inspection reports, rain gauge data logs, etc.	$500 per calendar day for the first ten days of each violation, $1,000 per calendar day for the next ten days of each violation, $2,500 per calendar day for each subsequent day of violation.
Any violation resulting in a polluted discharge.	Up to $25,000 per calendar day per violation.
Note: Liquidated Damages shown in the Table shall be assessed at the discretion of the DOTA.	

Assessment of Liquidated Damages for Non-Compliance:

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

Liquidated Damages may be assessed for the following:

- Non-compliances listed in the Table, herein, included in Appendix A.
- Non-compliances have not been corrected in the timeframes noted.
- Corrective actions are not completed after a verbal notification, written warning (email or formal letter), or NOV is issued.
- Contractors are non-responsive to DOTA's directives.
- Repeated non-compliance.
- A polluted discharge has occurred.

The number of days used for the liquidated damages calculations shall start on the day that the non-compliance was required to be corrected and shall end on the day that the non-compliance is corrected and accepted. If DOTA's personnel are not able to go out

in the field to verify that the BMP deficiencies are corrected in the timeframe specified, the Contractor can send photographs showing the corrected deficiency via e-mail to the DOTA Engineer and AIR-EE along with documentation on how the deficiency was corrected. The DOTA Engineer and AIR-EE may visit the site to verify the corrective actions are acceptable. If the corrective actions are acceptable, then the clock stops on the day that the documentation was received.

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

END OF SECTION

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

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

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

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

D. The Contractor shall follow the State of Hawaii, Department of Transportation, Airports (DOTA) Programmatic Environmental Hazard Evaluation and Environmental Hazard Management Plan (DOTA EHE-EHMP). 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):

- Petroleum-related Hydrocarbons, e.g., TPH-g, TPH-d, TPH-o, BTEX, and PAHs
- Constituents of light distillate fuels and/or Chlorinated Solvents (together considered volatile organic compounds or VOCs)
- Polychlorinated Biphenyls (PCBs)
- Pesticides, e.g., Chlordane, Dieldrin
- Metals, e.g., Arsenic, Barium, Cadmium, Total Chromium, Lead, Mercury, Selenium, and Silver
- 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 <u>within the airport boundary</u>:

    a. The Contractor shall secure approval from the Engineer and AIR-EE for transport to the reuse location(s) prior to moving the soil.
    b. Soil shall not be categorized as or contain a regulated hazardous waste.
    c. Soil shall not exceed the DOH Tier 1 Environmental Action Levels (EALs) for unrestricted use.

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

    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.

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

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

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

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

Should the DOTA receive reports of any illegal dumping of material, and if illegal dumping is confirmed to have occurred, the DOTA will assess a Liquated Damages

amount of $5,000 per truck per day, until the illegally dumped material has been cleaned up or the incident has been remedied to the satisfaction of the Engineer with the DOH's concurrence. The Contractor shall not be entitled to recover any Liquidated Damages assessed, even after the non-compliance has been corrected.

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

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

END OF SECTION

SECTION 01565 – SECURITY MEASURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

1.03 SUBMITTALS

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SECURITY

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

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

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

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

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

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

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

PART 4 – MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

4.02 BASIS OF PAYMENT

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

Posting of security guards required by the State shall be paid for under an allowance item in the Proposal Schedule for Item 01210.2 Security Measures. The allowance is an estimate, and the amount shall not exceed the maximum amount shown in the proposal schedule. Additional charges by the Contractor for overhead, coordination, profit, insurances, and other incidental expenses shall not be allowed. These shall be included in the Contractor's lump sum bid price.

END OF SECTION

SECTION 01580 – TEMPORARY FACILITIES AND UTILITIES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 TEMPORARY UTILITIES DURING CONSTRUCTION

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

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

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

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

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01715 – EXISTING CONDITIONS - HAZARDOUS MATERIALS SURVEY

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

This Section includes the results of the survey for hazardous materials and is provided for the Contractor's information.

1.03 ASBESTOS-CONTAINING MATERIAL

A. The structure or structures to be renovated or modified under this Contract have been surveyed for the presence of asbestos-containing materials (ACM). A copy of the survey report, as well as any subsequent supplemental survey reports if performed, are included in this Section.

   1. The reports are included, even when no ACM was found, for the Contractor's information. Review the attached reports for the basis on which the negative ACM finding was made. Suspect ACM not previously tested or identified shall be treated as ACM unless proven otherwise. Should suspect ACM that has not been previously tested be encountered within the Contract limits, the Contractor shall notify the State Project Manager who shall coordinate additional testing if deemed necessary. Contractor shall not test any suspect ACM previously tested or any suspect ACM not previously tested unless authorized by the State Project Manager. If ACM is found, notify the Authorized Representative of the General Contractor and State Project Manager immediately.

   2. If there is ACM outside of the areas in which work will be performed, this ACM shall not be disturbed in any way.

B. If applicable, the Contractor shall notify his employees, subcontractors and all other persons engaged in the renovation work of the presence of asbestos in accordance with the requirements of Chapter 110, Article 12-110-2(f)(1)(B) of the Occupational Safety and Health Standards, State of Hawaii.

C. In the event that work is required in any area on the site other than those designated in the project scope, the Contractor shall request copies of the asbestos survey reports for each such area from the Authorized Representative of the General Contractor. Based on the information contained in the additional survey(s), notify all persons on the project as indicated in paragraph 1.03B above.

1.04 LEAD-BASED PAINT AND LEAD-CONTAINING PAINT

A. The Contractor shall notify his employees, subcontractors and all other persons engaged in the project that lead-containing paint (LCP), which includes lead-based paint (LBP), may be present in the existing building(s) and at the job site. Conduct work in accordance with the requirements of Title 12 (Department of Labor and Industrial Relations), Subtitle 8 (Division of Occupational Safety and Health), Chapter 148.1 (Lead Exposure in Construction), Hawaii Administrative Rules.

B. The Contractor shall understand that all paints within the project site are assumed to be LBP and LCP. The Contractor shall also understand that the assumptions are for design purposes only and do not satisfy the requirements of HIOSH Chapter 12-148.1.

C. The Contractor may perform lead content testing of existing painted surfaces at the Contractor's expense.

D. Review the project's scope of work and ensure that all workers that need to be involved understand that all paint within the project site are assumed to be LBP and LCP. Contractor must understand that the assumption that lead paint is present on all painted surfaces within the project site are for design purposes only, and may not satisfy any of the requirements of the State of Hawaii: Occupational Safety and Health Administration Standard OSHA 29 CFR 1926.62, "Lead".

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SURVEYS (ATTACHED)

A. Hazardous Materials Survey Report, *Hazardous Materials Survey Report in Support of the State of Hawaii Department of Transportation International Parking Garage Repairs*, dated September 2025, 33 pages, prepared by Kaimana Environmental Solutions LLC.

B. Contractor shall identify areas for additional testing and obtain approval from the State Project Manager prior to testing of these additional areas. Conduct work in accordance with all applicable Federal, State, and local regulations.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

A. Work under this Section will not be measured nor paid for separately but shall be considered incidental to and included in the bid prices under Item 01562.1.

B. Any additional work for areas not included in the above referenced project shall be paid under Allowance 01562.2.

END OF SECTION

Hazardous Materials Survey Report in Support of the State of Hawaii Department of Transportation International Parking Garage Repairs
State Project No. CO1646-33, IDIQ Task Order 31

Daniel K. Inouye Airport
300 Rodgers Boulevard
Honolulu, HI 96819

Prepared for:

Oceanit Laboratories
828 Fort Street Mall, Suite 600
Honolulu, HI 96813

Prepared by:

KAIMANA
environmental solutions

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Honolulu, Hawaii 96828
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September 2025

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Table of Contents

Figures

Attachments

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List of Acronyms

%	percent
ACM	asbestos-containing materials
DOH	State of Hawaii Department of Health
EPA	United States Environmental Protection Agency
HIOSH	Hawaii Occupational Safety and Health
KES	Kaimana Environmental Solutions LLC
LBP	lead-based paint
LCP	lead-containing paint
NESHAP	National Emission Standard for Hazardous Pollutants
NIST	National Institute of Standards and Technologies
NVLAP	National Voluntary Laboratory Accreditation Program
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
mg/cm^2	milligram per square centimeter
OSHA	United States Occupational Safety and Health Administration
US	United States

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Introduction/Background

Kaimana Environmental Solutions LLC (KES) was retained by Oceanit Laboratories to collect samples of suspect hazardous materials from suspect building components at the International Parking Garage located at the Daniel K. Inouye International Airport. Located at 300 Rodgers Boulevard Honolulu, HI 96819 (Figure 1).

Hazardous materials sampling was completed in support of planned concrete spall repairs for the State of Hawaii Department of Transportation, Airports Division Project No. CO1646-33, IDIQ Task Order 31. Suspect building components planned for disturbance were tested for the presence of asbestos fibers and total lead in paint. The following sections outline the investigation methodology, results and recommendations based on the data collected.

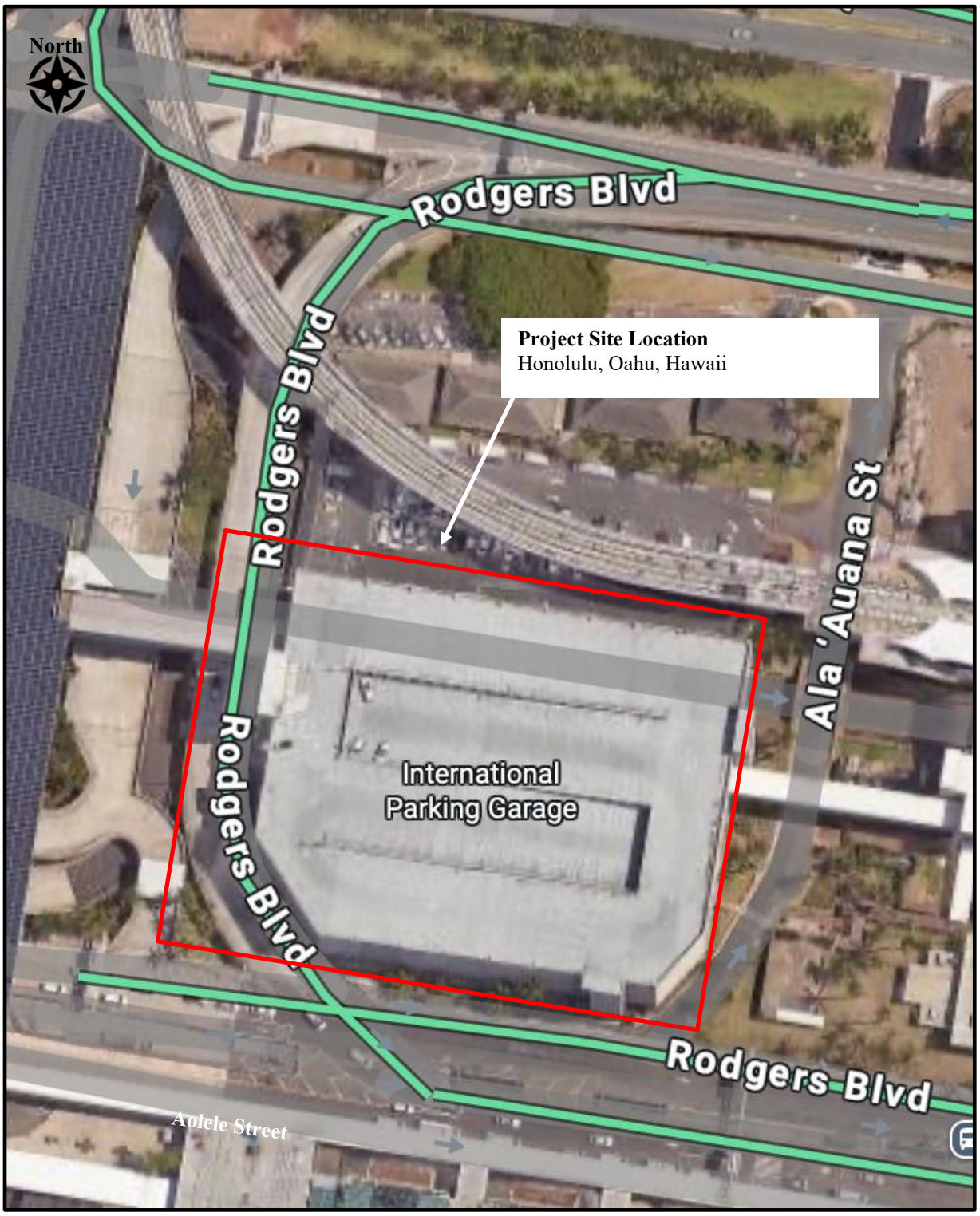
Asbestos Survey

Regulatory Framework

The United States Environmental Protection Agency (EPA), under its National Emission Standard for Hazardous Pollutants (NESHAP) regulations (40 Code of Federal Regulations [CFR] 61 Subpart M), defines asbestos-containing materials (ACM) as those which contain greater than 1 percent (%) asbestos. NESHAP also categorizes ACM as either being a friable material, a Category I non-friable material, or a Category II non-friable material. Friable materials are defined as those that can be reduced to powder by hand pressure. Category I non-friable materials can include asphalt roofing materials, resilient floor covering excluding linoleum (e.g., floor tiles), packings, and gaskets. Category II nonfriable materials are cementitious materials, such as stucco and asbestos cement board.

NESHAP has also established requirements and recommendations for controlling emissions of asbestos fibers during the demolition of buildings containing asbestos. When a building containing asbestos is to be demolished, NESHAP requires that the friable ACM and some types of nonfriable ACM be removed before demolition of the structure. Non-friable ACM must be assessed on a case-by-case basis to determine whether the materials will become friable during the demolition activities. In addition, the State of Hawai‘i Department of Health (DOH) institutes minimum requirements pertaining to the processing, handling, and disposal of ACM. These requirements also minimize the release of asbestos fibers from facilities being demolished or renovated (Hawaii Administrative Rules [HAR] 11-501).

FIGURE 1: PROJECT LOCATION MAP



Asbestos Sample Collection Methodology

KES provided a state certified asbestos Inspector (State of Hawaii Certification Number HIASB-3280) to conduct a survey of the suspect ACM building components at the project site planned for disturbance in accordance with DOH and EPA rules. The asbestos survey was conducted on 8/28/2025.

Sample collection followed the EPA publication, Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials. The sampling locations were selected to characterize suspected ACM scheduled to be disturbed during planned repair activities at the Site. A representative building component section was carefully cut and placed in a labeled, resealable plastic bag for each sample. The condition of the suspect ACM was noted. The samples were logged and recorded following strict chain-of-custody procedures and submitted to Hawaii Analytical Laboratory (Hawaii Analytical) for analysis by polarized-light microscopy using the method outlined in 40 CFR 763, Attachment A to subpart F, Interim Method for the Determination of Asbestos in Bulk Insulation Samples. Hawaii Analytical is accredited for bulk asbestos analysis through successful participation in the United States Department of Commerce, National Institute of Standards and Technologies (NIST), National Voluntary Laboratory Accreditation Program (NVLAP).

Asbestos Survey Results

None of the suspect ACM samples collected at the project site contained asbestos fibers at, or above the regulatory level of 1% asbestos. Therefore, no special handling or disposal provisions are required for disturbance of the tested materials. Attachment 1 includes photos of the sampled building components. Attachment 2 includes a summary table that details the components sampled and the asbestos laboratory analytical results, and Attachment 3 includes the laboratory analytical results reports.

Asbestos Conclusions and Recommendations

Based on the survey conducted, asbestos fibers were not detected in any of the samples collected at the project site. Therefore, no special handling, worker protections or disposal provisions are required for disturbance of the tested materials.

Lead Paint Survey

Regulatory Framework

The EPA and the Department of Housing and Urban Development (HUD) define LBP as paint or other surface coatings containing lead levels equal to or greater than 1.0 milligram per square centimeter (mg/cm^2) or 0.5% by weight (other equivalent units are: 5,000 micrograms per gram [µg/g], 5,000 milligrams per kilogram [mg/kg], 5,000 parts per million [ppm] by weight). Lead-containing paint (LCP) is paint containing lead at any level less than (<) 5,000 mg/kg. The EPA RCRA regulations set the limit of leachable lead in lead-containing waste at 5.0 milligrams per liter (mg/L). This level is established by an

analytical method called Toxicity Characteristic Leaching Procedure (TCLP). Waste that contains leachable lead at concentrations ≥5.0 mg/L is defined as hazardous waste and must be transported to a hazardous waste treatment, storage, or disposal (TSD) facility. Lead-containing waste or potential waste shown to have a total lead content ≥100 mg/kg may exceed the RCRA TCLP standard for leachable lead, and must be analyzed by TCLP prior to disposal. Thus, while the EPA does not regard work performed on paint containing <5,000 mg/kg to be a LBP activity, the waste from such activities may still be regarded as hazardous under RCRA.

Lead Paint Sample Collection Methodology

KES provided a State certified Lead-Based Paint Inspector (State of Hawaii Certification Number PB-0480) to collect paint chip samples from painted surfaces at the Site planned for disturbance in accordance with EPA guidelines and recommendations on 8/28/2025. A paint scraper was used to collect paint chip samples from the painted surfaces planned for disturbance during construction. Each sample was placed in a clean resealable plastic bag, labelled, catalogued and delivered to Hawaii Analytical for analysis of total lead under EPA Method 7082m.

Lead Paint Survey Results

No lead-based paint or lead-containing paint was detected in any of the samples collected from painted surfaces at the project site.

Lead Paint Conclusions and Recommendations

Since no lead-based paint or lead-containing paint was detected in any of the samples collected from painted surfaces at the project site planned for disturbance, no special handling/disposal or air monitoring provisions are required for disturbance of the tested painted substrates.

Significant Assumptions

There is a possibility that even with the proper application of proper methodologies that there may be conditions that exist at the project site that could not be identified within the scope of the assessment or which were not reasonably identifiable from the available information. KES believes that the information obtained from the investigation concerning the project site is reliable. However, KES cannot and does not warrant or guarantee that the information provided by these sources is accurate or complete. The methodologies of this assessment are not intended to produce all-inclusive or comprehensive results, but rather to provide the Client with reliable information relating to project site conditions within the context of the scope of work included in this investigation.

References

Hawaii Revised Statutes, Chapter 342P: Asbestos and Lead

Hawaii Administrative Rules 11-501: Asbestos Rules

Hawaii Administrative Rules 11-261: Hazardous Waste Management Identification and Listing of Hazardous Waste

Attachment 1: Photo Log

Photo Log

No asbestos detected in tested Vertical Support Pillars

No lead detected in blue wall paint inside the International Parking Garage

No asbestos detected in spalled concrete ceiling joints

No lead detected in white concrete ceiling joint paint inside the International Parking Garage

Photo Log

No asbestos detected on the underside of Terminal 1 Parking Garage Freeway Viaduct

Attachment 2: Laboratory Analytical Results Summary Table

Asbestos Results Summary Table

Sample ID	***Material***	***Color***	***Condition***	***Location***	***Asbestos Content***	***Estimated Material Amount (Square Feet)***
N-1	*Concrete Pillar*	*Gray (unpainted)*	*Good to Poor*	*7th Floor Vertical Support Pillars with Spall*	*ND*	*220*
N-2	*Concrete Pillar*	*Gray (unpainted)*	*Good to Poor*	*7th Floor Vertical Support Pillars with Spall*	*ND*	
N-3	*Concrete Pillar*	*Gray (unpainted)*	*Good to Poor*	*7th Floor Vertical Support Pillars with Spall*	*ND*	
N-4	*Concrete Ceiling Joint*	*White*	*Good to Poor*	*7th Floor ceiling*	*ND*	*180*
N-5	*Concrete Ceiling Joint*	*White*	*Good to Poor*	*7th Floor ceiling*	*ND*	
N-6	*Concrete Ceiling Joint*	*White*	*Good to Poor*	*7th Floor ceiling*	*ND*	
N-7	*Concrete Ceiling*	*Gray (unpainted)*	*Good to Poor*	*7th floor western stairwell*	*ND*	*120*
N-8	*Concrete Ceiling*	*Gray (unpainted)*	*Good to Poor*	*7th floor western stairwell*	*ND*	

Sample ID	Material	Color	Condition	Location	Asbestos Content	Estimated Material Amount (Square Feet)
N-9	Concrete Ceiling	Gray (unpainted)	Good to Poor	7th floor western stairwell	ND	
N-10	Concrete Driveway Skim Coat	Gray (unpainted)	Poor	6th floor Terminal 1 driveway bridge connection	ND	120
N-11	Concrete Driveway Skim Coat	Gray (unpainted)	Poor	6th floor Terminal 1 driveway bridge connection	ND	
N-12	Concrete Driveway Skim Coat	Gray (unpainted)	Poor	6th floor Terminal 1 driveway bridge connection	ND	
N-13	Concrete Ceiling Joint	White	Good to Poor	6th Floor ceiling	ND	180
N-14	Concrete Ceiling Joint	White	Good to Poor	6th Floor ceiling	ND	
N-15	Concrete Ceiling Joint	White	Good to Poor	6th Floor ceiling	ND	
N-16	Concrete Ceiling Joint	White	Good to Poor	5th Floor ceiling	ND	180
N-17	Concrete Ceiling Joint	White	Good to Poor	5th Floor ceiling	ND	

Sample ID	Material	Color	Condition	Location	Asbestos Content	Estimated Material Amount (Square Feet)
N-18	Concrete Ceiling Joint	White	Good to Poor	5th Floor ceiling	ND	
N-19	Concrete Ceiling Joint	White	Good to Poor	4th Floor ceiling	ND	180
N-20	Concrete Ceiling Joint	White	Good to Poor	4th Floor ceiling	ND	
N-21	Concrete Ceiling Joint	White	Good to Poor	4th Floor ceiling	ND	
N-22	Concrete Freeway Viaduct	Gray (unpainted)	Good to Poor	Underside of Terminal 1 Parking Garage Freeway Viaduct	ND	680
N-23	Concrete Freeway Viaduct	Gray (unpainted)	Good to Poor	Underside of Terminal 1 Parking Garage Freeway Viaduct	ND	
N-24	Concrete Freeway Viaduct	Gray (unpainted)	Good to Poor	Underside of Terminal 1 Parking Garage Freeway Viaduct	ND	

Lead Paint Chip Results Summary Table

Sample ID	***Substrate***	***Location***	***Color***	***Condition***	***Lead Content (mg/kg)***	***Estimated Material Amount (Square Feet)***
NL-1	*Concrete*	*7th Floor Interior Wall*	*Blue*	*Good*	*ND*	*> 5,000*
NL-2	*Concrete*	*7th Floor Interior Ceiling*	*White*	*Good*	*ND*	*> 5,000*

ND = Lead Not Detected At or Above the Laboratory Detection Limit

Attachment 3: Laboratory Analytical Data Reports

Hawaii Analytical Laboratory
ANALYTICAL REPORT

Monday, September 8, 2025

Mr. Max Solmssen
Kaimana Environmental Solutions
PO Box 11890
Honolulu HI 96828

Phone Number: (808)341-3546
Email: max@kaimanaenv.com

Lab Job No: 202507837
Total Analyzed: 2
Date Collected: 8/28/2025
Date Submitted: 9/2/2025
Project Name: HNL International Parking Garage, State Project No. CO1646-33. IDIQ TO 31

Total Lead (paint chips)

NIOSH Method: 7082m LEAD by FAAS

Lab Sple No.	Sample ID / Description	Results	Units	Date Analyzed
202557822	NL-1	< 40	mg/kg	9/3/2025
202557823	NL-2	< 40	mg/kg	9/3/2025

All Quality Control data are acceptable unless otherwise noted.

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Lab Job No: 202507837
Total Analyzed: 2
Date Collected: 8/28/2025
Date Submitted: 9/2/2025
Project Name: HNL International Parking Garage, State Project No. CO1646-33. IDIQ TO 31

General Comments
The sample[s] analysis subject of this analytical report were conducted in general accordance with the procedures associated with the "analytical method" referenced above. The analysis of sample relates only to the sample analyzed, and may or may not be representative of the original source of the material submitted for our analysis. All analysts participate in interlaboratory quality control testing to continuously document profiency. This report is not to be duplicated except in full without the expressed written permission of Hawaii Analytical Laboratory. This report should not be construed as an endorsement for a product or a service by the AIHA LAP, LLC or any affiliated organizations. Sample and associated sampling / collection data (e.g. air volume or surface area) is reported as provided by client. TWA values have been calculated based on information supplied by the client that the laboratory has not independently verified. Results have not been corrected for blank determinations unless noted in remarks. Unless otherwise indicated the sample condition at the time of receipt was acceptable. Measurement of uncertainty for lead in paint, dust, airborne particulates, and soil taken from and around buildings and related structures is available upon request. MRL for lead air is 5ug; MRL for lead wipe is 5ug; MRL for lead paint or soil is 40 mg/kg for a 0.25g

Results and Symbols Definitions
> This testing result is greater than the numerical value listed.
< This testing result is less than the numerical value listed.
# = Analytical methods marked with an "#" are not within our AIHA LAP, LLC Scope of Accreditation.
MRL = Method Reporting Limit

Jennifer Hsu Liao
Laboratory Manager

Hawaii Analytical Laboratory
ANALYTICAL REPORT

Tuesday, September 9, 2025

Mr. Max Solmssen
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Lab Job No: 202507837
Date Submitted: 9/2/2025
Your Project: HNL International Parking Garage, State Project No. CO1646-33. IDIQ TO 31, 8/28/25

Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202557798	**N-1**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557799	**N-2**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557800	**N-3**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557801	**N-4**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557802	**N-5**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557803	**N-6**		NONE DETECTED		None detected		Binder + other	9/4/2025
Layer	Gray caulking like material							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202557803	**N-6**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557804	**N-7**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete (1)							
Comments								
202557804	**N-7**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete (2)							
Comments								
202557805	**N-8**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete (1)							
Comments								
202557805	**N-8**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete (2)							
Comments								
202557806	**N-9**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete (1)							
Comments								
202557806	**N-9**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete (2)							
Comments								
202557807	**N-10**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	Gray / red paint coat							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202557807	**N-10**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557808	**N-11**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	Gray / red paint coat							
Comments								
202557808	**N-11**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557809	**N-12**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	Gray / red paint coat							
Comments								
202557809	**N-12**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557810	**N-13**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557810	**N-13**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Tan concrete							
Comments								
202557810	**N-13**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	White paint / skimcoat							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202557811	**N-14**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557811	**N-14**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Tan concrete							
Comments								
202557811	**N-14**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	White paint / skimcoat							
Comments								
202557812	**N-15**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	Beige paint / skimcoat							
Comments								
202557812	**N-15**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557812	**N-15**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	White paint / skimcoat							
Comments								
202557813	**N-16**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557813	**N-16**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Tan concrete							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202557813	**N-16**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	White paint / skimcoat							
Comments								
202557814	**N-17**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557814	**N-17**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Tan concrete							
Comments								
202557814	**N-17**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	White paint / skimcoat							
Comments								
202557815	**N-18**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Gray concrete							
Comments								
202557815	**N-18**		NONE DETECTED		None detected		Cementitious + other	9/4/2025
Layer	Tan concrete							
Comments								
202557815	**N-18**		NONE DETECTED		None detected		Paint + binder + other	9/4/2025
Layer	White paint / skimcoat							
Comments								
202557816	**N-19**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Gray concrete							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202557816	**N-19**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Tan concrete							
Comments								
202557816	**N-19**		NONE DETECTED		None detected		Paint + binder + other	9/8/2025
Layer	White paint / skimcoat							
Comments								
202557817	**N-20**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Beige cementitious material							
Comments								
202557817	**N-20**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Gray concrete							
Comments								
202557817	**N-20**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Tan concrete							
Comments								
202557817	**N-20**		NONE DETECTED		None detected		Paint + binder + other	9/8/2025
Layer	White paint / skimcoat							
Comments								
202557818	**N-21**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Gray concrete (1)							
Comments								
202557818	**N-21**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Gray concrete (2)							
Comments								

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Bulk Asbestos Determination

Lab Sple No.	Sample ID / Description	Asbestos Present?	Type	%v/v	Other Fibrous	%v/v	Matrix	Date Analyzed
202557818	**N-21**		NONE DETECTED		None detected		Paint + binder + other	9/8/2025
Layer	White paint / skimcoat (1)							
Comments								
202557818	**N-21**		NONE DETECTED		None detected		Paint + binder + other	9/8/2025
Layer	White paint / skimcoat (2)							
Comments								
202557819	**N-22**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Beige concrete							
Comments								
202557819	**N-22**		NONE DETECTED		None detected		Calcite + binder + other	9/8/2025
Layer	White material							
Comments								
202557820	**N-23**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Beige concrete							
Comments								
202557821	**N-24**		NONE DETECTED		None detected		Cementitious + other	9/8/2025
Layer	Beige concrete							
Comments								

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Your Project: HNL International Parking Garage, State Project No. CO1646-33. IDIQ TO 31, 8/28/25

General Comments
The bulk sample[s] analysis subject of this analytical report were conducted in general accordance with the procedures outlined in the United States Environmental Protection Agency's "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA-600/M4-82-020, Dec. 1982) and / or "Method for Determination of Asbestos in bulk Building Materials" (EPA-600/R-93-116, July 1993). The analysis of each bulk sample relates only to the material examined, and may or may not represent the overall composition of its original source. Floor tile and other resinously bound materials, when analyzed by the EPA methods referenced above may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. Gravimetric treatment, which HAL does not offer, may also be appropriate for certain NOB (non-friable organically bound) materials. Unless specifically requested by clients, NOB samples can be subcontracted to a NVLAP accredited lab, or else, they will be analyzed by HAL using regular PLM technique. In addition, alternative methods of identification, including Transmission Electron Microscopy (TEM) may or may not be applicable. We utilize calibrated visual area estimation on a routine basis and do not conduct point counting unless specifically requested to do so. Estimated error for the visual determinations presented are 75% relative (<1 to 10%), 65% relative (11 to 19%), 50% relative (20 to 34%); 40% relative (35 to 50%), 35% relative (51 to 60%), and 25% relative (>60% v/v). We will not separate layers which in our opinion are not readily discernable. This report is not to be duplicated except in full without the expressed written permission of Hawaii Analytical Laboratory. This report must not be used by the client to claim product certification, approval or endorsement by NVLAP, NIST or any agency of Federal Government. Unless otherwise indicated, the sample condition at the time of receipt was acceptable.

Results and Symbols Definitions
> This testing result is greater than the numerical value listed.
< This testing result is less than the numerical value listed.
None Detected = asbestos was not observed in the sample. If trace amount of asbestos was detected below our quantifiable limits of 1.0%, <1% (trace) would be indicated and the asbestos type listed. Point counting, where applicable, are recommended to improve accuracy.

Eva Skogsberg
Laboratory Manager

HAWAII ANALYTICAL LABORATORY, LLC
3615 Harding Avenue, Suite 308
Honolulu, HI 96816
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https://analyzehawaii.com

☐ New Client?

Report To*	Max Solmssen
Company	Kaimana Environmental Solutions LLC
Address*	PO Box 11890 Honolulu, HI 96828
Phone / Cell No.*	(808) 341-3546
Report results to	Max Solmssen
Email / Fax	max@kaimanaenv.com

Invoice To*	Stefan Mrozewski
Company	Oceanit Laboratories
Address*	828 Fort Street Mall, Ste 600 Honolulu, HI 96813
Phone / Cell No.*	(808) 954-4197
Purchase Order No.	
Email Invoice To	smrozewski@oceanit.com

Need Results By*:
- ☑ 5 Working Days (WD)
- ☐ 4 WD
- ☐ 3 WD
- ☐ 2 WD
- ☐ 24 hours
- ☐ 6 hours or less
- ☐ 4 hours or less
- ☐ 1-2 hours

Site/Project Name: HNL International Parking Garage, State Project No. CO1646-33. IDIQ TO 31

Client Project No.:

Verbal results? ☐

Sampled By & Certif. # :

Special Instructions:

PLM POSITIVE STOP Instructions:
- ☐ + stop / SAMPLE
- ☐ + stop / LAYER

Lab Report No.: 202507837

	Sample ID	Sample Description*	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	N-1	Concrete	8/28/25	bulk	N/A	Asbestos		202557798
2	N-2	Concrete	8/28/25	bulk	N/A	Asbestos		202557799
3	N-3	Concrete	8/28/25	bulk	N/A	Asbestos		202557300
4	N-4	Concrete	8/28/25	bulk	N/A	Asbestos		202557801
5	N-5	Concrete	8/28/25	bulk	N/A	Asbestos		202557802
6	N-6	Concrete	8/28/25	bulk	N/A	Asbestos		202557803
7	N-7	Concrete	8/28/25	bulk	N/A	Asbestos		202557804
8	N-8	Concrete	8/28/25	bulk	N/A	Asbestos		202557805
9	N-9	Concrete	8/28/25	bulk	N/A	Asbestos		202557806
10	N-10	Concrete	8/28/25	bulk	N/A	Asbestos		202557807
11	N-11	Concrete	8/28/25	bulk	N/A	Asbestos		202557808
12	N-12	Concrete	8/28/25	bulk	N/A	Asbestos		202557809

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
Max Solmssen	9/2/25 14:30pm	Haley Leavitt	09-02-25P04:31 RCVD

*Sample description can be paint chips, concrete, specific sample collection location, etc...
If matrix is 'soil', please specify if it is a FOREIGN SOIL SAMPLE (outside Hawaii) in the comment section.
All samples submitted are subject to Hawaii Analytical Laboratory terms and conditions.
*Required fields, failure to complete these fields may result in a delay in your samples being processed.

☐ via HAC ☐ via USPS ☐ via drop box ☐ via FedEx ☐ via pick up
awb#: 173-.....

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Report To*	: Max Solmssen
Company	: Kaimana Environmental Solutions LLC
Address*	: PO Box 11890 Honolulu, HI 96828
Phone / Cell No.*	: (808) 341-3546
Report results to	: Max Solmssen
Email / Fax	: max@kaimanaenv.com

Invoice To*	: Stefan Mrozewski
Company	: Oceanit Laboratories
Address*	: 828 Fort Street Mall, Ste 600 Honolulu, HI 96813
Phone / Cell No.*	: (808) 954-4197
Purchase Order No.	:
Email Invoice To	: smrozewski@oceanit.com

Need Results By*:

- ☑ 5 Working Days (WD)
- ☐ 4 WD
- ☐ 3 WD
- ☐ 2 WD
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Site/Project Name: HNL International Parking Garage, State Project No. CO1646-33. IDIQ TO 31

Client Project No.:

Verbal results? ☐

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Special Instructions:

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Lab Report No.: 202507837

	Sample ID	Sample Description*	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	Lab Sample(s) No.:
1	N-13	Concrete	8/28/25	bulk	N/A	Asbestos		202557810
2	N-14	Concrete	8/28/25	bulk	N/A	Asbestos		202557811
3	N-15	Concrete	8/28/25	bulk	N/A	Asbestos		202557812
4	N-16	Concrete	8/28/25	bulk	N/A	Asbestos		202557813
5	N-17	Concrete	8/28/25	bulk	N/A	Asbestos		202557814
6	N-18	Concrete	8/28/25	bulk	N/A	Asbestos		202557815
7	N-19	Concrete	8/28/25	bulk	N/A	Asbestos		202557816
8	N-20	Concrete	8/28/25	bulk	N/A	Asbestos		202557817
9	N-21	Concrete	8/28/25	bulk	N/A	Asbestos		202557818
10	N-22	Concrete	8/28/25	bulk	N/A	Asbestos		202557819
11	N-23	Concrete	8/28/25	bulk	N/A	Asbestos		202557820
12	N-24	Concrete	8/28/25	bulk	N/A	Asbestos		202557821

Relinquished By (Print and Sign)	Date/Time	Received By (Print and Sign)	Date/Time
		Haley Leavitt Haley Leavitt	09-02-25P04:31 RCVD

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PLM POSITIVE STOP Instructions:
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Lab Report No.: 202507837

	Sample ID	Sample Description*	Date Sampled* (mm/dd/yy)	Collection Medium	Sample Area / Air Volume	Analysis Requested*	Method Reference	***Lab Sample(s) No.:***
1	NL-1	Blue Wall	8/28/25	bulk	Paint Chips	Total Lead		202557822
2	NL-2	White Ceiling	8/28/25	bulk	Paint Chips	Total Lead		202557823
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

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SECTION 01800 - SPECIAL REQUIREMENTS FOR CONTRACTORS ON THE AOA

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 OF WORK

A. Provide all materials, labor, equipment, and tools necessary to complete the Special Requirements for Contractors on the Air Operations Area (AOA).

B. The requirements of the Section are essential for ensuring public and worker safety on this project; hence, the Contractor shall comply with all requirements of this section when performing work on the AOA. Should the Contractor fail to comply with any requirement of this section; work may be delayed or temporarily suspended without contract time extensions.

C. Liquidated damages or fines may result. All liquidated damages or fines resulting from violations due to improper activity, inattention, or failure to comply with required airport procedures; shall be borne by the Contractor.

1.03 PROJECT LIMITATIONS

The project normal working hours shall refer to SECTION 01010 – DESCRIPTION OF WORK. The Contractor shall work continuously during the project duration. No work shall be performed during State Holidays or when weather conditions restrict construction from occurring.

1.04 AOA SECURITY REQUIREMENTS

A. AOA Access Points: The Contractor will be assigned only one access point for each work phase, and shall ensure that all of their personnel, vehicles, and equipment enter and exit the AOA only through the assigned access point.

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

If the State deems an emergency situation has rendered the assigned access point unusable the Contractor will be assigned a temporary access point for the remaining workday. Should the original assigned access point remain unusable for a prolonged period, the Contractor will be assigned a new access point the following day and shall be responsible for all requirements at the new assigned access point.

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

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

D. AOA Access Gates: Should the Contractor's assigned AOA access point be through an unguarded gate, the Contractor shall be responsible for the following:

1. Obtain the AOA access gate key(s) from the Airport Security Office (a $500.00 deposit is required per key).

2. Provide all gate guards required. Each gate guard shall possess the following expertise:

a. Familiarity with all of the AOA security access clearance requirements.
b. Knowledge related to AOA access badge, AOA vehicle decal, and airport vehicle operator requirements.
c. A communication device and specific instructions to call for assistance whenever problems occur.

3. Proper control of the AOA access gate in accordance with all required airport security procedures.

4. Close the AOA access gate during prolonged periods of inactivity; and close and lock whenever the AOA access gate is not in use, or is unattended.

1.05 AOA OPERATIONAL SAFETY REQUIREMENTS

A. It is the explicit intent of this contract that the safety of aircraft, and all of the personnel and equipment under the Contractor's jurisdiction, be the highest priority; hence, the Contractor shall carefully plan the operations of all personnel and equipment under their jurisdiction to provide for the free and unobstructed movement of all aircraft on the AOA, and to provide for the uninterrupted operation of visual and electronic signals used to guide aircraft while all personnel and equipment under their jurisdiction traverses the AOA.

B. With the exception of actual construction methods, the Federal Aviation Administration (FAA), Airport Traffic Control Tower (ATCT) will have full authority to control the Contractor's movements within the existing movement area. If the FAA, ATCT notifies the Contractor to temporarily halt operations, the Contractor shall effectively notify all personnel and equipment under its jurisdiction, without using lighted flares, to cease all work and move all equipment and themselves away from hazardous areas.

C. The Contractor is responsible for all of their movements on the AOA. Should the State deem that an escort, flagman, or driver fails to perform their duties, that escort,

flagman, or driver may be terminated, or suspended and required to undergo additional training.

1.06 AOA COMMUNICATION DEVICES

The Contractor shall have at least two (2) people on the AOA possessing and continuously monitoring the following fully charged communication devices:

A. A two-way radio capable of communicating on frequencies 118.90 (Tower) and 121.90 (Ground); with a spare charged battery and

B. A cellular telephone, with a listing of all required emergency contact numbers.

1.07 AOA TRAVEL ROUTE

The Contractor will be assigned only one (1) travel route per work phase, and shall ensure that all of their personnel, vehicles, and equipment traverses the AOA only along the assigned travel route.

Should the State deem that an emergency situation has caused the assigned travel route to become unusable the Contractor will be assigned a temporary travel route for the duration needed and shall be responsible for all requirements associated with the new assigned travel route.

1.08 AOA AUTHORIZED VEHICLES

Only vehicles considered safe, and required to complete the contracted work will be allowed to operate on the AOA. Each vehicle operating on the AOA shall be authorized, possessing:

A. An AOA vehicle decal obtained from the Airport Security Office and displayed on the driver's side front bumper (use of an AOA temporary vehicle permit is not allowed).

B. Insurance coverage as required by Article 7.1 of the General Provisions, and further amended by the Special Provisions.

1.09 VEHICLE AND EQUIPMENT REQUIREMENTS ON THE AOA

Each vehicle and driven piece of equipment shall possess the following when operating or staging on the AOA.

A. Operations occurring at night, or during periods of poor visibility, shall require a Flashing Amber Beacon mounted atop each vehicle /equipment's highest point.

B. Daylight operations with clear visibility, shall require a Checkered Orange and White Flag attached to a staff that is mounted to each vehicle and/or equipment in lieu of a Flashing Amber Beacon. The flag shall be at least a three-foot square with a checker pattern of international orange and white squares that are at least one- foot on each side.

C. Two placards shall be on both sides of each vehicle or equipment at all times to identify the vehicle or equipment owner. Placards shall contain the company name in letters at least four-inches (4") tall, or six-inch (6") minimum-sized company logo.

D. All additional equipment marking, lighting and positioning that may be required by the FAA.

1.10 AOA DRIVERS

All people operating a vehicle or any driven piece of equipment on the AOA shall possess the following license, permit and expertise:

A. Current and valid Hawaii State Driver's License.

B. Current and valid Airport Vehicle Operator's Permit.

C. Complete Airport Familiarization.

D. An understanding and ability to identify the following:

1. All RSA's (Runway Safety Area), TWSA's (Taxiway Safety Area).

2. All AOA Markings, Lighting, and Signing.

3. The Need for Control of FOD (Foreign Object Debris).

4. All AOA Equipment for Aircraft.

5. All AOA Critical Areas.

6. All AOA Travel Routes for the Various Work Places.

E. An understanding and ability to follow all ground vehicle operation and communication requirements while operating on the AOA.

F. Successful completion of all AOA driver training require by the Airport Operations Manager.

1.11 AIRPORT VEHICLE OPERATOR'S PERMIT

Airport vehicle operator's permit shall only be issued to people that apply through the Airport Security Office and pass a written exam covering portions of the Airport Rules and Regulations related to vehicle operations on the AOA.

1.12 AOA ESCORTS

While operating on the AOA, the Contractor shall provide at least one escort for every five (5) vehicles and/or equipment under their jurisdiction. The Airport Operations Manager shall approve all escorts prior to any work commencing; hence, each escort shall possess:

A. All AOA Driver Requirements.

B. Both AOA Communications Devices previously specified.

C. Knowledge about the assigned access points and travel routes for the project.

D. Successful completion of all AOA driver training required by the Airport Operations Manager. Each escort shall pass an exam given by the Airport Operations Manager, which demonstrates they possess an understanding and ability to follow all ground vehicle operation and communication requirements while operating on the AOA.

1.13 AOA TRAFFIC CONTROL

The Contractor shall furnish and provide the following traffic control devices to block off entrances of working area:

A. Runway Lighted X's: Wherever working within an RSA.

B. Low-Profile Barricades: Low-profile barricades shall be any one of the following: however, if option a or b is selected, the Contractor shall be responsible for water filling and emptying these types of barricades as part of their contracted work.

1. Neubert Aero Corporation's reusable Airport Low-Profile Barricade Model No. NAC-PC 2410 with at least one battery-powered red barricade light, or

2. Multi-Barrier Safety Barricade Model No. AR-10x96 with at least one Multi- Barrier 360 degree solar-powered light, or

3. Constructed barricades as indicated on plans.

4. All Low-profile barricades shall be spaced fifteen (15) feet on center, and used as follows:

a. Restrict aircraft from taxiing into work areas: Barricades shall extend across the full TWY/RWY width, with one (1) barricade places on the TWY/RWY centerline.
b. Channel aircraft around work areas: Barricades shall be placed ten (10) feet away from active RSAs/TWSAs.

C. Reflective Cones: Reflective cones shall be used to demarcate AOA travel routes and locations where vehicles shall yield to aircraft.

1.14 AOA FOD CONTROL

The Contractor shall keep all work areas, AOA Travel Routes, and all adjacent areas clean at all times. Unless otherwise stated in this contract, or otherwise directed by the Airport Manager, the Contractor shall properly haul and dispose all removed pavement materials and collected debris to a site off the Airport. The State will require remedial cleaning from the Contractor whenever their FOD Control Operations are unsatisfactory. Upon receipt of

notification, the Contractor shall be ready to start remedial cleaning at the jobsite within one-hour. Notification by telephone will be deemed as official.

1.15 AOA FLAG PERSONS

Should the plans require flag persons along the AOA Travel Route, each flag-person shall possess:

A. AOA Driver as state in Sections 1.05.E.3, 1.05.E.4, and 1.05.E.6.

B. Both AOA Communication Devices previously specified in Section 105.A.

C. A traffic directing LED (Light-Emitting Diode) Light Baton.

D. A broom and dustpan to assist in AOA FOD Control.

1.16 AIRPORT STAGING AREAS

The Contractor shall only stage its vehicles and equipment at State approved areas. No vehicle or equipment shall park within four (4) feet of a security fence. Demarcation of the staging area shall be as follows:

A. Weighted Lighted Barricades shall be placed around the staging area perimeter at a maximum of twenty feet (20') on center.

B. Yellow Barrier Tape with the words "CAUTION DO NOT ENTER" continuously printed on the tape shall be used with barricades to demarcate the staging area perimeter.

1.17 COORDINATION OF CONSTRUCTION ON THE AOA

A. Work on the AOA requires RWY and TWY closures that demand proper notification to numerous agencies responsible for public safety; thus, the Engineer shall receive the following sufficiently accurate information from the Contractor.

B. Maximum height equipment: Equipment height shall be submitted to the State at least thirty-five (35) consecutive calendar days prior to construction. Construction shall not commence until the State receives confirmation from the FAA. All reported heights shall be the maximum heights among all vehicles or equipment used to compete the contracted work, and includes proper notification to the State whenever the reported maximum heights are to be exceeded.

C. Detailed work schedule: See SECTION 01300 – SUBMITTALS.

D. Cancellations: The Contractor shall only cancel work through the Engineer, Airport Operations Manager, or Airport Duty Manager. Whenever a cancellation is not made and the Contractor is not at the assigned AOA Access Point within thirty (30) minutes of the start time; all Contractor closures for the remaining workweek will be cancelled. The Contractor shall reimburse the State six hundred dollars ($600.00) for every work cancellation the State deems unjustified. This reimbursement is to compensate the

State for all unnecessary costs related to cancelling existing and coordinating new closures.

1.18 CONSTRUCTION LIGHTING REQUIREMENTS

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

1.19 ENVIRONMETAL AND HEALTH REQUIREMENTS

A. The Contractor shall perform the following in accordance with all applicable federal, state, local, and airport rules and regulations related to environmental pollution control, abatement, and fire code.

B. Airport water: Airport water shall not be drawn from a top lacking a reverse pressure principal backflow prevention device. Water valves shall be opened and closed so that water hammers are not produced.

C. Waste Disposal: Waste disposal shall be performed properly. Materials shall not be burned, and construction wastes shall not be disposed into Airport storm water or sewer systems.

D. Restoration: Completely restore to an acceptable condition; staging area, work area, AOA travel routes, and areas adjacent to the aforementioned.

E. When the Contractor damages and existing Airport perimeter fence, the Contractor shall perform immediate repairs on the fence to prevent inadvertent entry and maintain Airport Security.

F. Vehicle/equipment leaks and material spills: Shall be handled by the following five-step process, and pertains to all fluids other than potable water:

1. All leaked or spilled fluids shall immediately be kept from entering the Airport storm water and sewer systems.

2. All fluid leaks or spills shall be respectively fixed or stopped, immediately after ensuring that the fluids are kept out of the Airport storm water and sewer systems.

3. All areas containing the leaks or spills shall be properly cleaned and restored.

4. Dispose all wastes per SECTION 1.08.B.

5. Submit proper documentation to the State showing that all leaks or spills were properly cleaned and disposed.

G. Erosion control: The Contractor shall provide any essential temporary drainage, dikes, and similar facilities to prevent erosion damage to the site. Run-off shall be controlled to prevent damage to the surrounding areas.

H. Dust control: The Contractor shall take positive measures to ensure that dust is properly controlled without chemicals and/or oil treatments.

I. Noise control: Noise control shall be within the levels that comply with all applicable regulations.

1.20 OTHER REQUIREMENTS

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

B. Any new TSA (Transportation Security Administration) security requirements.

C. Any additional operational safety requirement generated by the FAA.

D. Provide additional lights along AOA travel routes should the Engineer deem additional safety enhancements are needed.

E. Any new environmental and health requirements generated by the EPA (Environmental Protection Agency) or DOH (Department of Health).

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

DIVISION 3 – CONCRETE

SECTION 03730 – CONCRETE REPAIR

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

This section is for locating and confirming the size of defective areas in the concrete structure and repairing of all concrete spalls, delaminations, honeycombing, cracks and other defective concrete within the existing concrete structure. This section applies to locations as designated on the plans as well as all other locations encountered by the Contractor and DOTA.

1.03 REFERENCES

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

B. American Concrete Institute (ACI):

1. ACI 117: (2010; Errata 2011) Specifications for Tolerances for Concrete Construction and Materials and Commentary

2. ACI 503.7: (2007) Specification for Crack Repair by Epoxy Injection

3. RAP-2: Crack Repair by Gravity Feed with Resin

C. ASTM International (ASTM):

1. ASTM C928: (2020a) Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Materials for Concrete Repairs

2. ASTM D4580: (2012) Standard Practice for Measuring Delaminations in Concrete Bridge Decks by Sounding

D. International Concrete Repair Institute (ICRI):

1. IRCI 310.2R: (2013) Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair

1.04 SUBMITTALS

A. Submit in accordance with SECTION 01330 – SUBMITTAL PROCEDURES

B. Preconstruction Submittal:

1. Submit for record, a qualification statement by the Contractor listing their completed concrete repair projects within the past 10 years, including size, location, owner, engineer/architect and contact numbers. Contractor Qualifications shall comply with Section 1.06.B

2. Schedule indicating proposed methods and sequence of operations for the concrete repair work. This includes phasing, temporary barricades, and equipment to be used.

3. Construction phasing plan in the International Parking Structure (IPS). Refer to notes on Sheet S-001 and example schematic phasing plans on Sheets S-102 and S-103.

C. Product Data:

1. Product data of all materials used for concrete repair under this section. Product data shall also include test data, certificates, and manufacturer's instructions for the following items:

   a. Concrete patching materials- identifying the location where each type of material is to be used.
   b. Crack repair materials identifying the location where each type of material is to be used.

D. Material Safety Data Sheets: Furnish the manufacturer's Material Safety Data Sheets for each of the materials present at any time on the job site.

E. Product Test Reports: For each repair material.

F. Temporary Shoring: Where required, temporary shoring and/or bracing shop drawings shall be provided along with stamped and signed calculations. The Contractor shall engage a structural engineer licensed in the state of Hawaii to provide the design of all temporary shoring/bracing systems to complete the work.

G. Documentation of Repairs: Include records of each repaired concrete area including spalls and cracks. Documentation shall include the following:

1. The date of concrete repair mortar placement or date of epoxy gravity feeding or injection.

2. The location of the center of each repair rectangle, or crack location is indicated by the distance from the two nearest column lines.

3. Dimension of the spall repair rectangle or length of crack repair.

1.05 QUALITY CONTROL

A. General Requirements:

1. To protect personnel from overexposure to toxic materials, conform to the applicable manufacturer's Safety Data sheets or local regulations.

2. Inspection and testing of work must be in accordance with established procedures, manufacturer's instructions, specific instructions from DOTA if given, or recommended practices as referenced herein and the Contract Documents.

B. Manufacturer Qualifications: For each product, manufacturer shall employ factory-authorized services representatives who are available for consulation and project-site inspection and assistance.

C. Contractor Qualifications: An experienced installer who has completed at least five (5) years experience in concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

D. Tolerances: Construction tolerances for repairs must conform to ACI 117. Where existing condition do not allow tolerances to conform to ACI 117, use the details and materials for such conditions as indicated in the Contract Documents. For conditions not shown or that are different than indicated in the Contract Documents, notify DOTA before proceeding with the work at those locations.

E. Observation of Work: DOTA will observe the Work of the Contractor at various phases during the repair process. The observations will include a visual observation of the repair patches, and sounding the patched areas with a hammer to check for soundness. The Contractor shall provide access for DOTA for their observations. The access will include the work platform used by the Contractor to perform the work. The platform shall be operated by the Contractor's personnel, if applicable, and shall be in accordance with OSHA safety requirements. The Contractor shall provide access to DOTA on five (5) days during the construction process for random observations. The five days will not be sequential and will be scheduled according to the Contractors production schedule. DOTA will schedule with the Contractor in advance to arrange for the observations. A punch list will be compiled as a result of the observation. Upon receipt of the punch list, the Contractor shall make the necessary repairs, and provide one (1) additional day of access for DOTA for final observation.

F. Rejection of Installed Work: DOTA shall have the right to reject all work which is not in compliance with the requirements of the drawings and specifications.

1. Replacement of rejected work may require that the materials in place in the rejected areas be entirely removed to the solid concrete deck. Use methods that shall produce acceptable work. Additional surface preparation may be required. The Contractor shall research and define these procedures and complete the

additional surface preparation and reapplication of the repair material at no extra cost to the State.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver all materials in original tightly sealed containers or unopened packages, clearly labeled and containing manufacture's name, labels, date of manufacture, product identification, manufacturer's instructions for mixing, and warning for handling and toxicity.

B. All repair materials shall be stored in a manner to prevent deterioration for the intrusion of foreign matter. Any material which has deteriorated or that has been damaged shall not be used for concrete repair and shall be promptly removed from the site. The storage of materials and equipment shall not be limited to areas designated by the DOTA, and shall be secured under lock and key at all times.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Only one (1) brand of proprietary concrete repair material shall be used in any single repair operation unless compatibility between brands can be proven with actual test or performance data.

B. Bonding Agent and Anti-Corrosion Coating: 3-component, solvent-free, moisture tolerant, epoxy-modified, cementitious product for use as a bonding agent and anti-corrosion coating. Minimum Compression Strength (ASTM C-109) of 4,500 psi (31026.42 kPa) after 3 days and 8,500 psi (58605.46 kPa) after 28 days. Bonding agent must be provided by the same manufacturer as patching material.

C. Patching Material:

1. Polymer-modified Portland cement mortar: Two component, polymer modified containing a penetrating corrosion inhibitor in its formulation. Minimum compressive strength (ASTM C-109) of 3,000 psi (20684.28 kPa) after 1 day, 4,000 psi (27579.04 kPa) after 7 days, and 6,000 psi (41368.56 kPa) after 28 days. Portland cement, trowel grade mortar which has high abrasion resistance, suitable for horizontal, vertical, and overhead surfaces, of a class and grade to suit requirements. Refer to the manufacturer's specifications for preparation and application guidance.

2. Patching material and bonding adhesive shall be supplied by the same manufacturer and shall be fully compatible with each other.

3. Component A shall be a liquid polymer emulsion of an acrylic copolymer base and additives. Component A shall contain an organic, penetrating corrosion inhibitor which has been independently proven to reduce corrosion in concrete via ASTM G3 (half-cell potential tests). The corrosion inhibitor shall not be calcium nitrite,

and shall have a minimum of 5 years of independent field testing to document performance on actual construction projects.

4. Component B shall be a blend of selected portland cements, specially graded aggregates, admixtures for controlling setting time, water reducers for workability, and an organic accelerator. The materials shall be non- combustible, both before and after cure. The materials shall be supplied in a factory-proportioned unit. The polymer-modified, portland cement mortar must be placeable from 1/2-in. to 1-in. in depth per lift for horizontal applications.

5. To prepare a polymer-modified portland cement concrete: aggregate shall conform to ASTM C-33. The factory proportioned unit shall be extended with 42-lb. max. of a 3/8 inch (9.52 mm). (No.8 distribution per ASTM C-33, Table II) clean, well-graded, saturated surface dry aggregate, having low absorption and high density.

D. Water: ASTM C 94 and potable

E. Curing Compound: For curing of Patching Material, cover with wet burlap or approved equal.

F. Crack Repair Epoxy: Low viscosity, high strength, resin adhesive that conforms to ASTM C-881 specifications. Resin must be applicable for gravity feed installation method for horizontal cracks and pressure injection installation method for vertical and overhead cracks. Epoxy used for securing injection ports for pressure injection installation shall be provided by the same manufacturer as the pressure inject epoxy.

G. Sacrificial Galvanic Anodes (when required): shall be puck-shaped, pre- manufactured, and consist of electrolytic high-grade zinc in compliance with ASTM B418-95a Type 1 cast around a pair of steel electric lead wire in compliance with bright annealed ASTM A82-97a and encased in a highly alkaline cementitious shell with a pH of 14 or greater. The cementitious shell shall contain no chlorides, or other corrosive constituents as per ACI Guideline No. 222.

H. Other Materials: All other materials, not specifically described but required for the successful completion and installation of the work shall be as selected by DOTA.

PART 3 – EXECUTION

3.01 JOB CONDITIONS

A. Adhere to the manufacturer's printed instructions regarding weather and climate condition restrictions on the use of all materials supplied in this section.

B. Do not apply the materials if it is raining or if rain is imminent. Take proper precautions to protect newly placed and completed repairs from weather conditions such as strong wind or rain.

C. Do not man scaffolds or lift equipment in wind or rain conditions that makes working dangerous.

D. Protection: Precautions shall be taken to avoid damage to any surface near the work area due to slippage.

E. Barricades: Erect temporary barricades and railings, to prevent people from entering the project area. Coordinate with DOTA on final location and placement.

3.02 PROTECTION OF WORK

A. Do not allow construction loads to exceed the loads that a structural member or structure is safely capable of supporting without damage. Provide supplemental support if construction loads are expected to exceed safe load capacity.

B. Use all means necessary to protect the materials of this section before and during installation and to protect this work and the work of all other trades. In the event of damage during installation, immediately make repairs and replacements necessary to the approval of the DOTA at no additional cost to the State.

C. Protect repair materials from environmental damage by weather events during the length of the curing period.

3.03 REPAIR QUANTITY VERIFICATION

A. Locate the area of unsound concrete or delamination based on the construction drawings. Verify the dimensions shown in the drawing, using hammer-sounding or chain-drag sound methods in accordance with ASTM D4580/D4580M. Denote and mark perimeter boundaries and notify DOTA to approve the unsound concrete layout boundaries.

B. If the size of the item differs during repair from the approved dimensions due to unforeseen conditions, notify DOTA prior to commencing concrete repair work for approval.

C. If additional spalls/ delaminations, or cracks that are not shown on the construction drawings are found mark the repair perimeter with spray paint or chalk and, notify DOTA prior to commencing concrete repair work for approval.

3.04 EQUIPMENT FOR CONCRETE SPALL PREPARATION

A. Means and methods used for concrete removal and surface preparation must be selected and used such as to minimize damage to the structure and to the concrete substrate that remains.

B. Equipment for Concrete Removal: Removal equipment and techniques must be suitable to produce concrete surface profiles and a level of cleanliness in designated areas as required by this specification and the contract Documents.

1. Cutting Equipment: Cutting, lifting, and transporting equipment must be adequate to cut, support, and transport concrete sections without incurring any damage to the existing structure.

2. Concrete Breakers: Provide sharp tips on breaker equipment to minimize microcracking damage in partial depth removal.

C. Materials for Formwork and Embedded Items

1. Install and remove formwork without damaging or staining the existing structure or repairing material.

2. Forms used for polymer concrete/mortars must be tight enough to hold the material that is used without leaking. All surfaces where bond is not desired, but which are exposed to the monomer or resin, must be treated with a form release agent.

3.05 CONCRETE REPAIR SURFACE PREPARATION

A. Immediately prior to placing the repair mortar or concrete, the Contractor shall thoroughly clean the existing concrete surfaces and formed repair areas, and apply a low resistivity bonding agent or cement slurry as recommended by the repair mortar manufacturer.

B. Exposed reinforcing and structural steel shall be cleaned to remove all loose and built-up rust, asphalt residue, and all other contaminants detrimental to achieving an adequate bond. It may be necessary to use hand tools to remove the scale from the reinforcing steel or anchor bolts.

C. The surface shall be free of spalls, laitance and all traces of foreign material. If necessary, detergent cleaning shall precede blast cleaning to ensure the removal of contaminants that are detrimental to achieving an adequate bond. Ultra-high hydro-demolition of 10,000 psi (68947.60 kPa) or more is an acceptable method of total surface preparation.

D. Any additional surface preparation shall be in accordance with the manufacturer's recommendations for the patching material which is used. All un- chipped surfaces that will receive new material shall be mechanically roughened to the greater of a 1/8 inch (3.18 mm) amplitude or manufacturer's recommendation.

3.06 CONCRETE SPALL REPAIR INSTALLATION

A. All work shall be performed in such a way as to eliminate any dust, vapors, or odors from entering into the interior spaces. No dust or debris shall come in contact with vehicles parked nearby the construction area. The contractor shall clean the vehicle of such dust and debris if it occurs. Every precaution necessary to achieve this shall be implemented.

B. No “feathering” of patching material shall be allowed. All patching will include saw cutting around the entire perimeter of the repair.

C. Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner. All patching material shall be sanded smooth after the repair is complete and material curing is complete. The finish surface shall be flush with the surrounding concrete surface, and shall not be visually evident after application of the coating. Failure to accomplish this shall require the Contractor to remove the coating, and further sand the surface until flush at no cost to the State.

D. The Contractor shall supply and place additional reinforcing steel as directed by the Engineer when the existing reinforcing steel has a section loss of 25% or greater. The reinforcing steel shall be of the same type and size as the existing and spliced with a minimum lap length of 30 bar diameters. Exposed reinforcing steel shall be sandblasted clean and maintained to a near-white condition. The Contractor shall roughen all areas of the existing sound concrete substrate to a 0.24 inch (6 mm) amplitude using methods acceptable to the DOTA.

E. If required by the manufacturer, the reinforcing steel shall receive two (2) coats of corrosion-inhibiting bonding agent at 20 mils (0.508 mm) each, a total of 40 mils (1.016 mm) DFT. The concrete surface shall receive one (1) coat at 20 mins DFT. The contractor shall follow the manufacturer’s specifications for the recommended time between the application of the bonding agent and patching mortar.

F. Where existing components are removed, the contractor shall repair, patch, and finish all flooring, wall, and ceiling surfaces to match the existing condition.

G. Compatibility: Before patching, verify compatibility with and suitability of substances, including compatibility with in-place finishes or primers.

H. Finishes: Spall repairs in all areas, both landside and airside, shall match all existing finishes, including but not limited to architectural finishes, textural finishes, exposed aggregate, plaster protective coating, and custom forming as required, unless otherwise directed by DOTA. Contractor shall coordinate with Construction Manager for any clarifications prior to proceeding with the work. The Contractor is responsible for correcting any finishes that result from failure to seek clarification at their own expense.

    1. Contractor shall submit finish product information for review and approval prior to installation.

    2. For each finish condition, Contractor shall finish a representative area and proceed with full application of repairs typical of the representative area only upon approval from DOTA.

    3. Any additional repairs identified, that are not shown on the contract drawings, shall be reviewed and verified by DOTA prior to the Contractor proceeding with

repairs to ensure finish requirements are clearly understood and applied accordingly.

I. Immediately before placing the repair material or installing formwork, make the repair area available for inspection by the DOTA. Obtain acceptance by the Contracting Officer of surface preparation before proceeding with Work. If the Work is rejected, perform additional operations to the satisfaction of DOTA.

J. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.07 IN-PLACE TEST OF REPAIRS

A. Utilizing a 2-pound hammer, test all completed concrete spall repairs to locate hollow or ringing-sounding areas. A hollow sound generally will indicate that either the repair material has not completely filled the space from which the damaged concrete was removed or that it has not adequately bonded to the concrete substrate. Submit a revised method of installation to prevent the non- compliant work from happening again.

B. The Contractor shall remove the repair mortar from hollow or ringing sounding areas, prepare the surfaces of the exposed reinforcing bars and the sound concrete substrate, if necessary, form and then place, cure, and finish the new repair mortar at no additional cost to the State. Upon completion, the repairs will be retested by DOTA.

3.08 CRACK REPAIR BY GRAVITY FLOW

A. Locate and identify the crack, and sound surface, and mark the extent for approval if it is different from what is shown in the drawing.

B. Remove dust, laitance, grease, curing compounds, waxes, impregnations, foreign particles, efflorescence, and other bond-inhibiting materials from the surface.

C. If the crack surface is packed solid with dirt/or debris, remove the debris by routing the crack surface with a crack chaser or grinder, and follow up with compressed air to remove fines. Prior to application, blow the crack out with oil- free compressed air.

D. Allow the repair area to dry for at least 24 hours before applying the resin.

E. Prepare the surface per the manufacturer's recommendations and repair cracks using the gravity feed method.

F. Resin for gravity feed shall be epoxy or high molecular weight methacrylates (HMWM) with maximum viscosities of 200 cps. Should moisture be present within cracks epoxy should be used as the resin.

G. Remove excessive resin and match the texture and appearance of the surrounding concrete.

3.09 CRACK REPAIR BY PRESSURE INJECTION

A. Locate and identify the crack, and sound surface, and mark the extent for approval if it is different from what is shown in the drawing. Do not mark over the crack.

B. Remove dust, laitance, grease, curing compounds, waxes, impregnations, foreign particles, efflorescence, and other bond-inhibiting materials from the surface.

C. If crack surface is packed solid with dirt/or debris, remove the debris by routing the crack surface with crack chaser or grinder, follow up with compressed air to remove fines. Prior to application, blow crack out with oil-free compressed air.

D. Allow the repair area to dry for at least 24 hours before applying epoxy.

E. Where the concrete surface adjacent to the crack are deteriorated, "v" groove the crack until sound concrete is reached.

F. Prepare surface per manufacturer's recommendations and repair cracks using the injection method.

G. Epoxy shall conform to ASTM C-881 specifications.

H. Remove excessive epoxy and match the texture and appearance of the surrounding concrete.

3.10 CLEANING

A. Surfaces Not Involved in the Repairs: Adjacent surfaces damaged by staining left by concrete work, or other concrete materials shall be completely restored to the original new conditions with respect to color and texture to the acceptance by DOTA.

B. Remove debris and rubbish from the site daily. Prevent debris and rubbish from entering the waterway. Debris and rubbish shall not be allowed to accumulate on the site. Debris shall be removed and transported in a manner that will prevent spillage into the open channel, onto the adjacent ground and streets.

C. Upon completion of the work, remove all materials, tools, forming materials, catchments, work platforms, refuse, and debris generated by the work specified in this section.

D. Cracks Repaired by Gravity Flow:

1. The uncured epoxy resin adhesive can be cleaned from tools with an approved solvent. The cured epoxy resin adhesive can only be removed mechanically.

2. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

E. Cracks Repaired by Pressure Injection:

1. After the epoxy resin adhesive for grouting has cured, the epoxy resin adhesive for sealing cracks and porting devices shall be removed as required by DOTA. Clean the substrate in a manner to produce a finish appearance acceptable to DOTA.

2. The uncured epoxy resin adhesive can be cleaned from tools with an approved solvent. The cured epoxy resin adhesive can only be removed mechanically.

3. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this section will not be measured for payment, but will be paid for at the Contract Lump Sum prices. The Contract prices shall be full compensation for all materials, labor, tools, equipment, and all other incidentals necessary to complete the work. Payment will be made under:

Item No.	**Item**	**Unit**
03730.1	Spall Repairs	Lump Sum
03730.2	Crack Repairs	Lump Sum
03730.3	Plaster Infill Removal	Lump Sum

END OF SECTION

DIVISION 9 – FINISHES

SECTION 09900 – PAINTING AND COATING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION OF WORK

Section includes surface preparation and the application of paint systems on exterior concrete and plaster fascia.

1.03 SUBMITTALS

A. Submit in accordance with SECTION 01330 - SUBMITTAL PROCEDURES.

B. Product Data: For each type of product. Include preparation requirements and application instructions.

C. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas.

2. Printout of current “MPI Approved Products List” for each product category specified, with the proposed product highlighted.

3. VOC content.

1.04 DELIVERY, STORAGE AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees Fahrenheit (7.22 degrees Celsius).

1. Maintain containers in clean condition, free of foreign materials and residue.

2. Remove rags and waste from storage areas daily.

1.05 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees Fahrenheit (35 degrees Celsius).

B. Do not apply paints in rain, fog, or mist; when relative humidity exceeds 85 percent.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Paint, General:

1. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its “MPI Approved Products List.”

2. Liquid applied epoxy coating, high build, corrosion and chemical resistant, minimum 98% solids.

3. Material Compatibility:

   a. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   b. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
   c. All materials of a specified painting system, including primer, intermediate, and finish coats, shall be produced by the same manufacturer.

4. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

5. Finish: Dry film thickness, color, gloss and texture to match existing.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

D. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

E. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

3.03 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

   1. Use applicators and techniques suited for paint and substrate indicated.

   2. Paint surfaces behind moveable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.

   3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

   4. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surfaces imperfections. Cut in sharp lines and color breaks.

3.04 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: The State may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.

2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.05 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, and other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by the State, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

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

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:	FY26 Spall Repairs Daniel K. Inouye International Airport Honolulu, Oahu, Hawaii
PROJECT NO.:	CO1646-33
COMPLETION TIME:	TWO HUNDRED SEVENTY (270) 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
ELECTRONIC SUBMITTAL:	**Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Bidders shall refer to SPECIAL PROVISIONS 2.8 PREPARATION AND DELIVERY OF BID for complete details. FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE GROUNDS FOR REJECTION OF THE BID.**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned Bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.

3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned Bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.

2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.

5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.

6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

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.

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

Name of Joint Contractor	Nature and Scope of Work
1.	
2.	
3.	

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 IRS) 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.

FY26 SPALL REPAIRS

Daniel K. Inouye International Airport
Honolulu, Oahu, Hawaii
Project No. CO1646-33

PROPOSAL SCHEDULE

Item No.	Description	Approx. Qty	Unit	Unit Price	Total
DIVISION 1 – GENERAL REQUIREMENTS					
01210.1	Unforeseen Conditions	ALLOW	ALLOW	ALLOW	$ 500,000
01210.2	Security Measures	ALLOW	ALLOW	ALLOW	$ 200,000
01561.1	Construction Site Pollution Controls	LS	LS	LS	$
01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	LS	LS	LS	$
01562.2	Additional Management of Contaminated Media, Soil Disposal, and Soil Reuse	ALLOW	ALLOW	ALLOW	$ 200,000
DIVISION 3 – CONCRETE					
03730.1	Spall Repairs	LS	LS	LS	$
03730.2	Crack Repairs	LS	LS	LS	$
03730.3	Plaster Infill Removal	LS	LS	LS	$
TOTAL AMOUNT FOR COMPARISON OF BIDS					$

NOTES:

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

Note 1: Bid 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: If a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.

Note 5: The State reserves the right to reject any or all Bids and to waive any defects in said Bids in the best interest of the State.

Note 6: 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 7: The bidder's attention is directed to Section 2.11 - BID SECURITY of the General Provisions as amended by the Special Provisions.

Note 8: 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 9: If the TOTAL AMOUNT FOR COMPARISION 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 10: **Bidders shall submit and upload the complete proposal to HIePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HIePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HIePRO.**

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

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

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 for Compliance for Employment of State Residents (HRS Ch. 103B, as amended by Act 192, SLH 2011)

Provisions to be Included in Construction Procurement Solicitation

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 Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

_____
(State/County entity)

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

_____DOLLARS $_____),
(Dollar amount of Contract)

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

☐ **Legal Tender;**

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

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

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

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

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

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

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

WHEREAS:

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

_____

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____, _____.

(Seal)_____
Name of Contractor

_____
Signature*

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

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

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

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

WHEREAS, the above-bound Principal has signed Contract with the Obligee on _____for the following project:_____
_____
_____
_____
_____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

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

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

Signed this _____day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

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

_____DOLLARS ($_____)
(Dollar amount of Contract)

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

☐ **Legal Tender;**

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

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

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

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

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

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

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

WHEREAS:

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

_____

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)_____
Name of Contractor

_____
Signature*

_____
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

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

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

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

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

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

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

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

Notary Seal
NOTARY CERTIFICATION

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

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 Chapter103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on. Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ and
(Name of Contractor or Subcontractor Company)
for the Project Contract indicated above, _____ was in
(Name of Contractor or Subcontractor Company)
compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are 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 _____1ST Circuit
Notary Name: _____
Doc. Description: _____
_____
_____

_____
Notary Public, 1" Circuit, State of Hawai`i
My commission expires: _____

_____
Notary Signature Date
NOTARY CERTIFICATION

EXHIBIT 2

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 Statues §103D-702.

3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.