STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

GENERAL REQUIREMENTS, GENERAL PROVISIONS, TECHNICAL PROVISIONS

FOR

RESTRIPING OF THE RUNWAY AND TAXIWAY

KALAUPAPA AIRPORT

KALAUPAPA, MOLOKAI, HAWAII

STATE PROJECT NO. CM5540-33

2026

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

The receiving of bids for **RESTRIPING OF THE RUNWAY AND TAXIWAY, KALAUPAPA AIRPORT, KALAUPAPA, MOLOKAI, HAWAII, STATE PROJECT NO. CM5540-33**, 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 AND TIME is January 4, 2027, 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 restriping the existing runway and taxiway markings at Kalaupapa Airport. The estimated cost of construction is between $500,000.00 and $1,000,000.00

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

The Hawaii Department of Transportation, Air and Water Transportation Facilities Division, 2016 GENERAL PROVISIONS FOR CONSTRUCTION PROJECTS, applicable to this project are available on the internet at: http://hidot.hawaii.gov/administration/con/.

A virtual pre-bid conference is scheduled for December 7, 2026, at 10:00 a.m., HST. Interested bidders shall contact Jake Shiraki, Project Manager, directly at jake.l.shiraki@hawaii.gov, no later than two working days prior to the scheduled pre-bid conference to receive the meeting invitation. All prospective bidders and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-bid conference shall be provided for clarification and information only. Any amendments to the solicitation shall be made by formal addendum and posted in HIePRO.

All Request for Information (RFI) questions and Substitution Requests shall be submitted in HIePRO **no later than December 22, 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, 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.

Bidders are hereby notified that the Department of Transportation shall affirmatively ensure that contracts entered into pursuant to this advertisement are awarded to the lowest responsible bidder without discrimination on the basis of race, color, national origin, sex, age, disability, or any other protected status recognized under applicable State and federal law.

For additional information, contact Jake Shiraki, Project Manager, by phone at (808) 838-8805, or by email at jake.l.shiraki@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: November 23, 2026

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

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

1.3 DEFINITIONS is amended as follows:

1. The following definition shall be deleted in its entirety and replaced with the following:

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

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

   "Proposal (or Bid) – The offer of a Bidder, on the prescribed HDOT form, to perform the work 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 via email no later than the RFI deadline in the Notice to Bidders."

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:

(1) Asphalt Concrete Patching, Sealing, and Striping (C-3a)

(2) Surface Treatment (C-33c)"

7.21 PUBLIC CONVENIENCE AND SAFETY is hereby added to Article VII - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC of the General Provisions:

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

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

The Contractor is responsible for the security of access points to the Airport Operational Area that are located within the limits of construction and will be fined one thousand dollars ($1,000) per incident for any breach of security at these locations. All gates leading into the AOA shall be kept locked and if required to be open, the Contractor shall provide professional security guards to attend gates. The guards must be approved by the Director and shall be required to attend a training session conducted by the Airport Manager prior to gate assignment."

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

The schedule of liquidated damages provided in Section 8.8 of the General Provisions in these specifications shall be amended to include the following:

ONE HUNDRED FIFTY DOLLARS ($150.00) per calendar day for failure to complete the work within the duration (calendar days) noted on Proposal Schedule P-1.

8.20 LIMITATION OF OPERATIONS: is hereby added to the General Provisions:

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

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

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

AC 150/5210-5D	Painting, Marking, and Lighting Vehicles Used on an Airport, dated August 2007
AC 150/5340-1M	Standards for Airport Markings
AC 150/5370-2G	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.

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 – Blasting will not be allowed.

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

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

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

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

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

"The Contractor shall conform with all sections of the "State of Hawaii, Department of Transportation, Airports Division, Contractor's Training Guide" pertaining to access and

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.

SIGNED and DATED at _____ this _____ day of _____, 2025.
(City, State)

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn before me this

_____day of_____, 20_____

Notary signature_____

Notary public, State of _____

My Commission Expires: _____

(Affix Notary Seal)

_____
Name of Corporation, Partnership, or Individual

_____
Authorized Signature

_____
Print Name and Title of Signer

NOTARY CERTIFICATION (Required)

Document Date: _____ Pages: _____

Notary Print Name: _____ _____Circuit

Document Description: _____

_____ _____

Notary Signature Date

(Affix Notary Seal)

2. Unlicensed Vehicles

Airport Liability (or General Liability) shall be required in the applicable minimum limits specified below:

a. Honolulu 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 Division.

2. Operator's permits will only be issued to persons who apply through the Airport District Security Office and pass a written exam covering those portions of the Airport Rules and Regulation relating to the operation of vehicles in Airport Operations Areas.

E. Authorized Vehicles

1. Only vehicles considered operationally safe and necessary for the performance of this contract may be allowed to operate in the AOA.

2. All motor vehicles must be painted in such a manner so as to be easily identifiable and must carry the Contractor's name on each side. These signs may be of a temporary nature applied to the side windows or doors.

The lettering shall be in bold characters of a minimum of four (4) inches in height and one and one-half (1-1/2) inches in widths, the height of logos should be a minimum of six (6) inches.

3. The Contractor's operations on, over, across, and/or immediately adjacent to any runway and/or taxiway at a towered airport shall require the use of two-way radio communication. The Contractor shall obtain the necessary equipment at his own expense.

4. No person shall operate a motor vehicle on the AOA unless he holds and carries on his person a current Motor Vehicle Operator's Permit issued by the Airport Manager.

a. The Motor Vehicle Operator's Permit will be issued only to persons who apply through the Airport Security Section and pass a written exam covering those portions of the Airport Rules and Regulations relating to the operation of vehicles in the AOA.

b. Permits issued may be suspended or revoked for cause at any time by the Airports Division.

F. Airport Operation Area Construction Pass

1. Issuance of Airport Operation Area (AOA)Construction Passes shall be limited to contractors, subcontractors, companies, organizations, individuals engaged in authorized and approved construction activity which requires a continuing need for entry into the AOA or Airfield Movement Areas. Request letters for such passes must be made to the Airport District Manager's Office in accordance with the Contractors Training Guide or applicable District requirements.

2. As a condition for security area clearance, applicants must comply with Transportation Security Regulation 1542 which requires a ten-year background Criminal History Records Check for those individuals employed under this contract.

G. Access to Movement Areas

1. Movement areas shall mean all of the runways and taxiways of the Airport which are utilized for taxiing, takeoff, and landing of aircraft.

a. Any vehicle which requires access to the movement area shall be equipped with operational radio equipment capable of positive two-way contact with Tower/Ground Control.

b. Operators of vehicles in movement areas must possess knowledge and familiarity with restricted and airfield movement areas, operational rules, regulations, and procedures, or be under direct escort by individuals meeting all of the above requirements.

2. Vehicle Operations on Movement Areas

a. 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.

b. 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.

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

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

- END OF SECTION -

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

PART I - GENERAL PROVISIONS FOR CONSTRUCTION PROJECT

(NOT PHYSICALLY INCLUDED)

The General Provisions are available at

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

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

PART II - TECHNICAL PROVISIONS

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010 – DESCRIPTION OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

B. Appendix A: Application for Visitor Permit, including:

1. Attachment A: Sponsor Responsibilities and Penalties

2. Attachment B: Visitor Rules & Regulations for Kalaupapa Settlement

3. Attachment C: Standard Operating Procedure for Site Visit to Kalaupapa Airport

C. Appendix B: Kalaupapa Airport (LUP) Photos

1.02 SUMMARY

Section Includes:

A. Location of the work

B. Description of Work

C. Hours of work

D. Safety

E. Operation of airport facilities during construction

F. Construction stakes, lines, and grades

G. 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 PROVISION FOR FIELD OFFICE/STORAGE SPACE

Pending the availability of space on airport property, the State will issue Revocable Permit(s) to the Contractor for the use of the space, assessed at a monthly fee of $25 for each Revocable Permit issued. The Contractor shall be responsible for paying for any associated County fees, inclusive of property taxes, and must notify the State Property Management Office at least 30 days in advance before vacating the premises. The space(s) may be used for a field office, staging of materials and equipment, vehicle parking or other uses subject to the approval of the State. All spaces shall be subject to the requirements of Section 01561 - CONSTRUCTION SITE RUNOFF CONTROL PROGRAM.

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

1.05 LOCATION OF THE WORK

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

B. Conditions:

1. The runway and taxiway shall remain operational during the hours specified in section 1.07(A). 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 DESCRIPTION OF WORK

A. The work to be performed under this Contract shall include furnishing and paying for all machinery, tools, equipment, labor and materials necessary for the replacement of the striping on the taxiway and runway, and replacement of joints in the concrete apron at Kalaupapa Airport, including all related work as specified.

B. The Contract Drawings show the approximate location of the striping that needs to be replaced. It is not intended nor to be inferred that the conditions as shown thereon constitute a representation by the State or its agents, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under this Contract, nor shall the State nor any of its agents be liable, for any loss sustained by the Contractor as a result of any variance between the conditions shown on the drawing and the actual conditions revealed during the progress of work or otherwise.

C. Revisions of the drawings may be made, and when deemed necessary by the Airport Manager during the progress of the work, additional detailed drawings will be furnished to the Contractor. These additional drawings will be considered as forming part of this Contract.

1.07 HOURS OF WORK

A. The Airfield must be open between 6 AM to 8 AM and 3 PM to 5 PM every day. Work can be performed at the construction site at any time from 8 AM to 3 PM Monday through Friday except State holidays and Barge Week. The Engineer will notify the Contractor when runway needs to be cleared for Medivac Operations or Emergency Flight Operations. Submit a proposed construction schedule to Engineer for review and approval within 14 calendar days prior to start of work. The Contractor shall coordinate their schedule with the Engineer if rescheduling of work or intermittent work is required, such work shall be performed at no extra cost to the State. If the Contractor elects to work overtime, compensation for State employees and for construction management consultant as authorized by the State shall be the Contractor's obligation to pay in accordance with Section 7.6 – “Overtime and Night Payment for State Inspection Services” of the General Provisions of Construction Projects (2016).

B. Contractor shall clean work areas at the end of each working shift. Rubbish, loose materials, etc. shall be disposed of daily. **Tools and equipment shall not be left unattended during work hours.** This includes tools left in unlocked vehicles, in the bed of pickup trucks, or in unlocked job sites. Materials shall be safely secured and stored in an area designated by the Airport Manager.

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. Barge Week (10 days; June through August)

7. Summer Vacation (June through August)

8. The Labor Day weekend (Holiday celebrated on the first Monday in September)

9. Silver Week (Varies; roughly around the third week of September)

10. Veterans' Day (Eleventh day in November)

11. The Thanksgiving Day weekend (Holiday celebrated on the fourth Thursday in November)

Schedule adjustments during the Airline Operation 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.

1.08 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.

1.09 OPERATION OF AIRPORT FACILITIES DURING CONSTRUCTION

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

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

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

1.10 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.

1.11 SPECIAL PROJECT REQUIREMENTS

A. Upon receipt of the Contract, the Contractor shall process and return the Contract to the State Contract Office within 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/

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

D. Barge Service: The Engineer will inform the Contractor of the 2026 barge departure date once it has been confirmed. The Contractor shall contact the Engineer for barge reservations and other requirements at least 90 days before the 2026 barge departure date.

E. Ground Transportation: There is none at Kalaupapa Settlement. Contractor shall notify the Engineer 3 working days in advance of all personnel arrivals and departures for transportation to and from the Kalaupapa Airport.

F. Air Transportation: Air service to Kalaupapa Airport can be secured through Makani Kai Air and Mokulele Airlines. Air cargo shipments can be secured through Kamaka Air.

G. All food (including drinks) will need to be brought into the settlement. There are no restaurants or stores in Kalaupapa that are available to Settlement visitors. Empty coolers or jugs can be filled with water on-site through the Settlement's pumped underground system.

H. Kalaupapa Settlement will provide housing, if required. The Contractor will be accommodated in dormitory type housing or be provided with a small plantation style house while present in the settlement. All housing will include access to a full-size kitchen, including a stove/oven, microwave, refrigerator, and some cooking utensils and plate ware, beds, bedding, pillow and pillow case, towel and washcloths.

I. Application for Visitor Permit:

1. The visitor permit should be submitted to your DOT-Airports (DOT-A) sponsor as soon as possible. This will help with the Department of Health (DOH) to schedule around any holidays, blackout days or otherwise. A copy of the latest version of the DOH Visitor Permit is included in these specifications for reference. The Contractor shall comply with all permit terms should the DOH update the permit.

2. Consequences for not submitting the permit will mean that you cannot schedule flights or visit Kalaupapa for any working reason.

3. You will need to obtain a sponsor from DOT-A or DOH. Coordinate with the designated State Project Manager to verify who this person will be.

4. The Contractor will be staying in the DOH sponsored dormitories and will be subjected to a daily fee for housing. The Contractor will need to allocate the funds and logistics for their workers to bring in food and water for all meals and snacks for their workers. Purchasing items from the Kalaupapa general store is prohibited.

5. The Contractor is subject to all requirements and rules in the Visitor Permit Application.

6. All costs associated with complying with permit terms, including pre-approval to reserve airline flights and using DOH dormitories and food for workers shall be included in the Bidder's lump sum bid. This includes if the Bidder plans to fly their work crews back and forth on weekends.

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

APPENDIX A
APPLICATION FOR VISITOR PERMIT

Application for Visitor Permit

To: Administration Office, **Kalaupapa Settlement** DATE: _____

Note: Permits must be submitted at least three (3) BUSINESS DAYS prior to visitor arrival.

I, _____, request permission to have the following personal **Visitor(s)** at Kalaupapa Settlement.

TRAVEL BY: ☐PLANE ☐TRAIL ☐OCEAN [submit with approved NPS permit]

FROM: _____ TO: _____ STAYING AT**:** _____

Date of Arrival Date of Departure

Tag	Full Name of Visitor (please print)	Home address & Emergency Phone contact #
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:

By signing below as a sponsor, I guarantee that my visitor(s) will be fully informed of and will comply with the Kalaupapa Settlement Rules & Regulations during their visit. I further confirm that I have provided each individual, prior to arrival, a copy of Attachment B, which outlines these Rules & Regulations for visitors. I fully understand, that, as a sponsor, I am responsible for ensuring compliance with these rules and that the Kalaupapa Administration reserves the right to investigate potential offenses by visitors and/or their sponsors. I acknowledge that penalties may include temporary suspension of sponsorship privileges, permanent banning of offenders, or other sanctions as deemed appropriate by the Kalaupapa Administrator.

_____ _____

Signature of Sponsor Signature of Alternate Sponsor (if required)

_____ _____

Sponsor's e-mail address *Alternate sponsor's e-mail address (if required)*

Above request is granted on _____,

SUBJECT TO RULES & REGULATIONS GOVERNING KALAUPAPA SETTLEMENT AND REVOCABLE.

_____

Kalaupapa Administrator, **Kalaupapa Settlement**

Application for Service Provider Permit

To: Administration Office, **Kalaupapa Settlement** DATE: _____

Note: Permits must be submitted at least three (3) BUSINESS DAYS prior to visitor arrival.
The DOH administration cannot guarantee flight availability for settlement access on chosen dates.

I, _____, on behalf of our organization _____, request permission to have the following **Service Provider(s)** at Kalaupapa Settlement.

TRAVEL BY: ☐PLANE ☐TRAIL ☐OCEAN [submit with approved NPS permit]

FROM: _____ TO: _____ STAYING AT**:** _____
Date of Arrival Date of Departure

Tag	Full Name of Visitor (please print)	Home address & Emergency Phone contact #
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:
		Address:
		Phone:

By signing below as a representative of my agency, I certify that our service provider(s) will be fully informed of, and will comply with, the Kalaupapa Settlement Rules & Regulations during their visit. I further confirm that I have provided each individual, prior to arrival, with a copy of Attachment B, which outlines these Rules & Regulations for visitors. I understand that, as a sponsor, I am responsible for ensuring compliance with these rules and that the Kalaupapa Administration reserves the right to investigate potential violations by visitors and/or their sponsors. I acknowledge that penalties may include temporary suspension of sponsorship privileges, permanent banning of offenders, or other sanctions as deemed appropriate by the Kalaupapa Administrator.

_____
Sponsor/Sponsoring Agency Representative

_____
Sponsor's e-mail address

Above request is granted on _____,
SUBJECT TO RULES & REGULATIONS GOVERNING KALAUPAPA SETTLEMENT AND REVOCABLE.

_____
Kalaupapa Administrator, **Kalaupapa Settlement**

ATTACHMENT A

SPONSOR RESPONSIBILITIES AND PENALTIES

Who can sponsor visitors? All patients, all employees, certain DOH volunteers and some representatives of ecclesiastical organizations that have a current agreement with NPS may sponsor visitors.

Each sponsor may sponsor **up to six (6) visitors at a time**, subject to the availability of accommodations.

Deadline: Visitor permits **MUST** be submitted to the DOH Administration Office at least three (3) State Office business days in advance of scheduled visit. **No exceptions will be allowed.**

Sponsor's Availability: A sponsor **MUST** be present in the settlement for the entire duration of their sponsored visitors' stay. More than one sponsor is allowed to apply and sign an Application for Permit, should the primary sponsor need to be away from the settlement at any time during their visitors' stay. Sponsor(s) assume all sponsorship responsibilities during any absences of the primary sponsor.

Visitors **must be accompanied by their sponsor(s) at all times when they are outside of the settlement** – specifically:

- Beyond the cattle guard located on Damien Road leading east toward Judd Park;
- Beyond the cattle guard on the dirt road leading toward the light house and beaches (dirt road adjacent to Kamehameha Street near the airport).

Settlement Access: There are three ways that visitors may access the Settlement:

Plane Access: The DOH permit approval doesn't guarantee that a visitor will be able to secure a flight reservation.

Trail Access: Approved visitors may enter and exit the settlement by trail, without their sponsor(s), ***at their own risk***. To best ensure safety, all hikers are strongly encouraged to travel with a "buddy" who has experience hiking

the Trail. The DOH administration office provides a weekly sponsored guest list to the NPS rangers to monitor and enforce permit requirements.

Boat Access: Safe sea access to the park is limited by the location and configuration of the Kalaupapa pier and seasonality of ocean conditions. Taking into consideration public safety, protection of park resources, and weather, **NPS requires a Special Use Permit for the use of a vessel within the boundary of the park. DOH will NOT approve a visitor permit application for entry from the ocean without an APPROVED NPS Special Use Permit. For more information on the Special Use Application, visit (www.nps.gov/KALA/planyourvisit/sup).**

Permit Application: Sponsors are required to fill out the full names of all visitors legibly, and exactly as the names appear on each visitor's state or government ID. Applications are not complete without sponsor name and signature. If you seek to request a change of travel dates for your visitor AFTER an application has been submitted or approved, you are required to re-submit a new application.

Once a permit application is approved, you will be notified within three business days. Sponsors are required to confirm they have received notification of permit approval.

Upon Visitor Arrival: Sponsors are required to present all visitors at the DOH Administration office immediately upon their arrival. All visitors must present a government or state-issued identification which includes their date of birth. For visitors that intend to operate a motor vehicle during their visit, a copy of a current driver's license must also be presented at sign-in. Visitors are not permitted to operate government (i.e. State or Federal) vehicles. "Service Providers" that require self-driving ground transportation for their work duties are required to confirm any special driving arrangements with the Administrator prior to arrival.

If a visitor arrives outside of office hours, sponsors are responsible to pick up visitor tags and sign-in sheets **in advance** of their visitor's arrival. Tags and sign-in sheets can be picked up during office hours, i.e. before 2:00 pm Mondays-Thursdays and before 11:00 am on Fridays.

Visitor sign-in sheets must be completed and brought back to the Administration Office on the first business day after the visitor's arrival. **Visitor tags must be returned immediately upon visitor(s)' departure**. After-hours drop box is available at the DOH Admin Office. Sponsors will incur a $5 state property loss charge per visitor tag and will not be able to sponsor visitors until payment of outstanding fines.

Accommodation Fees: Visitor(s) staying at VQ, Wilcox and VET's Cottage are expected to **pay accommodation fees upon arrival**, or at the latest, on the first business day after arrival if arrival has occurred outside of office hours.

VQ, Wilcox and VET's Cottage Accommodation: Do not remove linen, towels, dishes, cutlery, toilet paper, paper towels, cleaning supplies and other DOH property from accommodation premises. If housekeeping finds items missing or vandalized and/or excessive and unsorted trash upon visitor(s)' departure, sponsors may be fined and/or temporarily denied sponsorship privileges upon the discretion of the Kalaupapa Administration.

Important: Sponsors are responsible to **provide a copy of *Attachment B, Visitor Rules & Regulations*, to each sponsored visitor prior to their arrival**.

Sponsor(s) are responsible for all actions of their visitors, including any violations of the Visitor Rules & Regulations. Infractions of sponsor and/or visitor rules will result in the revocation of sponsorship privileges, as follows:

- **First Offense**: Resident will not be allowed to sponsor any visitors for 6 months;
- **Second Offense:** Resident will not be allowed to sponsor any visitors for 9 months;
- **Third Offense:** Resident will not be allowed to sponsor any visitors for 12-24 months;

Additional and/or more severe sanctions may be imposed based on the violation(s), and the discretion of the Kalaupapa Administration.

ATTACHMENT B

VISITOR RULES & REGULATIONS FOR KALAUPAPA SETTLEMENT

SPONSORS:	All patients, all employees, certain DOH volunteers and some representatives of ecclesiastical organizations that have a current agreement with NPS may sponsor visitors.
VISITORS:	All visitors must present a state or government-issued photo identification upon sign-in at the State Administration Office, i.e., Driver's License, State ID, etc. ALL IDs MUST HAVE BIRTH DATE ON THEM. The current daily visitor limit is **ONE HUNDRED (100) sponsored guests** within Kalawao County at any given time. All visitors to the Settlement are required to display their respective assigned visitor tag on their person at all times.
REGISTRATION:	Registration at the DOH Administration Office is required of ALL visitors immediately upon arrival. Each visitor receives their assigned visitor tag upon registration. For visitor arrivals outside of office hours, sponsors are required to pick up the sign-in sheet and the assigned visitor tag(s) in advance. The visitor permit sign-in sheet with all visitor signatures must be submitted to the admin office on the next immediate business day. Please, note that an emergency phone number of an individual outside of the settlement is required on the sign-in sheet. Applicable **accommodation fees are due upon arrival.** Anyone visiting the Settlement without a sponsor and signed permit is TRESPASSING and subject to legal action.
MAXIMUM STAY:	NO VISITOR will be permitted to spend more than **thirteen (13) days** per calendar quarter in Kalaupapa Settlement. The maximum "continuous" stay during any visit at Visitors' Quarters, Wilcox and VET's Cottage is limited **to seven (7) days and six (6) nights** per individual.
HOSTS/SPONSORS:	Sponsors MUST be present in the settlement for the entire duration of their sponsored visitor's stay. Should a sponsor need to be away from the settlement at any time during their visitors stay, an additional sponsor may/can be allowed to sign the permit and assume all sponsorship responsibilities during any absences of the original sponsor.

	Visitors must be accompanied by their sponsor(s) at all times outside of the settlement – specifically: • Beyond the cattle guards located on Damien Road leading east toward Judd Park; • Beyond the cattle guard on the dirt road leading toward the light house and beaches (dirt road adjacent to Kamehameha Street near the airport)
VISITATION OF MINORS:	Children under the age of sixteen (16) are not permitted in Kalaupapa Settlement.
PHOTOGRAPHY/VIDEO:	By law, photographs and video of patients and/or their property may NOT be taken without their written permission. Photograph and video permits are available at the State of Hawaii Administration Office and must be completed and submitted ahead of time. Photo/Video permits require patients' signature, prior to being reviewed/approved by the DOH administrator. Recording, Filming or Still Photography of any kind (still, video and audio) may require a NPS Special Use Permit. For more information visit: https://www.nps.gov/kala/planyourvisit/index.htm
HOSPITAL:	**THERE ARE NO MEDICAL OR EMERGENCY SERVICES AVAILABLE IN KALAUPAPA.** If you are sick, or have flu-like symptoms, such as fever, body ache, runny nose, nausea, coughing, etc., do not visit the Settlement. If you require medical attention or medical services while in Kalaupapa, inform your sponsor. An emergency medical response via helicopter from a neighboring island may take hours. In case of emergency, call 911 immediately. Be aware that the scarcity of cell phone reception on the peninsula may make calling for help difficult.
CARE HOME	The Kalaupapa Care Home exists solely for the care of our remaining patients that live in Kalaupapa. Visitors requesting to meet with individual patients in the Care Home should have their sponsor call the Care Home prior to their arrival to inquire about a potential appointment. An approved Visitor Permit does NOT include permission to enter the Kalaupapa Care Home. All requests for Care Home visits are subject to the review and decision of the Care Home's Nursing Supervisor.
RESTROOMS:	Public restrooms are located at the Airport Terminal, the DOH Administration Building, Slaughterhouse, and Judd Park.

VISITORS' QUARTERS:	Check-In 2:00PM, Check-Out 12:00 Noon Please inform Administration staff if you need an early check-in and/or late check-out time. If you fail to notify Admin office staff of a late check-out time, our housekeepers have the right to gather all your personal belongings and set them aside in order to proceed with their duties. Visitors are solely responsible for the safety of their belongings. Please DO NOT REMOVE any State-owned items from Visitors' Quarters, Wilcox or VET's cottage. Observe cleanliness and recycling instructions in common spaces, such as shared kitchens and bathrooms. If the visitor(s) leave(s) excessive and/or improperly sorted trash behind, their sponsor will be held liable and sponsorship rights withdrawn temporarily at the discretion of the Kalaupapa Administration. Female hygiene products: Please, dispose of these in the available trash cans. Our plumbing CANNOT handle flushed tampons and sanitary pads/napkins.
FOOD:	There are no restaurants in Kalaupapa, so please, plan for your needs and bring your own food, beverages and sundry items. Visitors may purchase a single soda, and a candy or a bag of chips per day at the Kalaupapa Store, but shopping for groceries is PROHIBITED.
LIBRARY:	The library is NOT open to the public. Please have your sponsor check with National Park Service if you wish to use library resources. Removal of materials from the library is strictly prohibited.
DRIVING IN THE SETTLEMENT:	If you intend to drive during your visit, please exercise the utmost caution and move onto the road shoulder if you see incoming vehicles – many of our residents have visual and hearing impairments, deer are pervasive within settlement bounds, and the occasional wild boar are unpredictable. Please, always be vigilant and aware of your surroundings.
SPEED LIMITS:	All drivers are expected to comply with the following speed limits: • *Hospital Zones* **15 MPH** • *Unit Home Drives* **15 MPH** • *Within the settlement proper, incl. the inner cattle guards* **25 MPH** • *Outside the settlement proper* **35 MPH**

AUTOMOBILE PASSENGERS:	All vehicles and operators must comply with all state and federal traffic regulations. Failure to comply with federal and state regulations can result in penalties, fines, and/or arrest. REMINDER: State law (HRS §291-14) only permits passengers to ride in the back of pickup trucks when: • There is no seating available in the cab • The tailgate is securely closed, and side racks are securely attached • Every passenger in the bed is seated and does not attempt to control unlashed cargo.
HUNTING:	Visitors are NOT PERMITTED to hunt or accompany a resident hunter on a hunt. Visitors are NOT PERMITTED to carry firearms.
CAMPING:	Camping is NOT ALLOWED anywhere.
USE OF NATURAL RESOURCES:	All applicable state and federal fish and game rules and regulations must be respected. Any violations of the Settlement's fish and game rules will result in the visitor being declared unwelcome and banned from future visits to Kalaupapa. Visitors may only fish with poles. No NET fishing is allowed. No opihi picking. No fishing equipment or the cleaning of fish is allowed in any building, except for Lion's Club "Ocean View" Pavilion when accompanied by a sponsor. Harvesting of sea salt is to be done under the sponsor's supervision. Please, take only what *you* need. Be mindful of others. Taking excessive amounts of sea salt will result in the visitor being declared unwelcome and, based on the severity of the violation, temporarily or permanently banned from future visits to Kalaupapa. Note: No Trespassing on DOT property, including runway area. Violations of the Kalaupapa fishing and sea salt harvesting policy should be reported to the Kalaupapa Settlement Administrator immediately following the alleged violation. For safety concerns, no diving tanks or scuba are allowed. No surf boarding or boogie boarding. No diving off the pier.
NO ANIMALS:	Visitors are not permitted to bring animals of any species into the Settlement. If a visitor requires the assistance of a service animal, their sponsor must formally request permission from the Administrator in advance.

NATIONAL HISTORIC LANDMARK PROTECTION	The entire peninsula is designated as a National Historic Landmark (NHL). Respect archeological and cultural sites. Do not remove artifacts or alter the landscape.
INHERENT RISKS	Kalaupapa Settlement, located within Kalawao County on the Makanalua Peninsula, is a remote and historically significant area overseen jointly by the Hawai'i State Department of Health (DOH) and the U.S. Department of the Interior, National Park Service (NPS). The Settlement is managed by DOH primarily to provide care and residence for individuals previously institutionalized due to Hansen's Disease and is not designed or operated as a conventional tourist destination. • Visitors understand that Kalaupapa is a **remote and undeveloped environment**, with **limited infrastructure and emergency services**. • Activities undertaken during the visit may expose individuals to **serious hazards**, including but not limited to: o Wildlife encounters o Natural disasters (e.g., tsunamis, landslides, hurricanes) o Sudden weather changes o Rugged terrain and limited accessibility Visitors voluntarily assume **all risks of injury, illness, property damage, or death**, regardless of cause or circumstance. Since the entire peninsula is designated as a National Historic Landmark (NHL) additional oversight and permitting of the construction, management and maintenance of facilities (e.g., road paving, building modifications, street lighting) is required. All improvements are guided by DOH's goal to care for patients and NPS's efforts to balance the goals of protecting, preserving and interpreting the cultural, historic and natural resources of Kalaupapa. The entirety of Kalawao County/Kalaupapa National Historical Park is therefore NOT designed for, or operating as a typical tourist destination. It is the responsibility of all Sponsors and Visitors to be aware of the inherent risks which may contribute to injury or harm during their stay. By agreeing to visit, all visitors understand and willingly assume these risks, regardless of the cause and circumstances.
WILDLIFE	When you visit national parks, you are entering animals' habitat and should behave like a polite guest. In fact, your safety and health, and that of wildlife depends on the thoughtful choices park visitors make. Risks from wildlife in national parks include potential attacks or injuries to visitors from animals that are startled, aggressive, or food-conditioned, as well as diseases transmitted between humans/pets and wildlife.

	Additionally, human activities like feeding wildlife, improper trash disposal, and getting too close can lead to food conditioning and increased aggression, ultimately resulting in harmful interactions for both people and animals.
WALKING IN THE SETTLEMENT AT NIGHT, OR WHEN LIGHTING/VISIBILITY IS POOR	Should pedestrians choose to move about the Settlement at night, or when lighting/visibility is poor they should: 1) use a lighting device that can: • illuminate their immediate surroundings, so that they may spot potential trip or fall hazards such as curbs, potholes, uneven pavement, debris or steep downward slopes, • allow drivers and other pedestrians to see them from a distance • act as an additional deterrent to both wildlife and potential human threats. 2) wear light colored and/or reflective gear.
LITTERING:	Please be respectful of this peninsula, known as Makanalua in ʻŌlelo Hawaiʻi. Be aware of and fulfill your responsibility to maintain its pristine beauty as a steward of the ʻaina (land) and all that lives and grows here.
ATTITUDE:	Honor and respect the history of those who once lived here and contribute to the protection of this unique place which those who still reside here unequivocally call "Home."
NO TRESPASSING:	Trespassing onto off-limit administrative buildings, personal residences and yards is strictly prohibited, including to pick fruit, vegetables or flowers.
BEFORE YOU LEAVE:	Make sure you return all assigned visitor tags and have paid your accommodation fees if applicable. Do not leave unsorted or excessive trash behind.

ANY VIOLATION OF THESE RULES GOVERNING ALL VISITORS WILL RESULT IN DISCIPLINARY ACTION AND SUSPENSION OF VISITATION AND SPONSORSHIP PRIVILEGES.

KALAUPAPA RISK ACKNOWLEDGMENT AND LIABILITY WAIVER

By entering Kalaupapa, all visitors acknowledge and accept the following:

1. Assumption of Risk

- Visitors understand that Kalaupapa is a **remote and undeveloped environment**, with **limited infrastructure and emergency services**.
- Activities undertaken during the visit may expose individuals to **serious hazards**, including but not limited to:
  - Wildlife encounters
  - Natural disasters (e.g., tsunamis, landslides, hurricanes)
  - Sudden weather changes
  - Rugged terrain and limited accessibility
- Visitors voluntarily assume **all risks of injury, illness, property damage, or death**, regardless of cause or circumstance.

2. Limited Services and Emergency Response

- Medical, transportation, and communication services are **extremely limited**.
- Emergency response times may be **delayed significantly** due to geographic isolation.
- Visitors are responsible for **their own safety and preparedness**, including bringing necessary supplies and understanding the terrain.

3. Historic and Cultural Protections

- Kalaupapa is designated as a **U.S. and State Historic Landmark**.
- All facilities and infrastructure are managed with the intent to **preserve cultural, historical, and natural resources**.
- Construction, modification, or unauthorized activity is strictly prohibited without appropriate permits.

4. Purpose of the Settlement

- Per Hawai‘i Revised Statutes §326, Kalaupapa Settlement is maintained by the DOH for the **care and treatment of persons with Hansen’s Disease**.
- Visitor access is **restricted and regulated** by the Department of Health.

5. Release of Liability

By entering Kalaupapa, visitors hereby release and hold harmless the State of Hawai‘i, the Department of Health, the National Park Service, and any affiliated agencies, employees, or representatives from any and all liability for personal injury, death, property loss, or other damages incurred during their visit.

By signing below or proceeding with entry, you confirm that you have read, understood, and voluntarily accept the terms of the "KALAUPAPA RISK ACKNOWLEDGMENT AND LIABILITY WAIVER".

SPONSOR NAME:			
SPONSOR SIGNATURE:			
SPONSOR E-MAIL:			
DATE OF ARRIVAL		**DATE OF DEPARTURE:**	

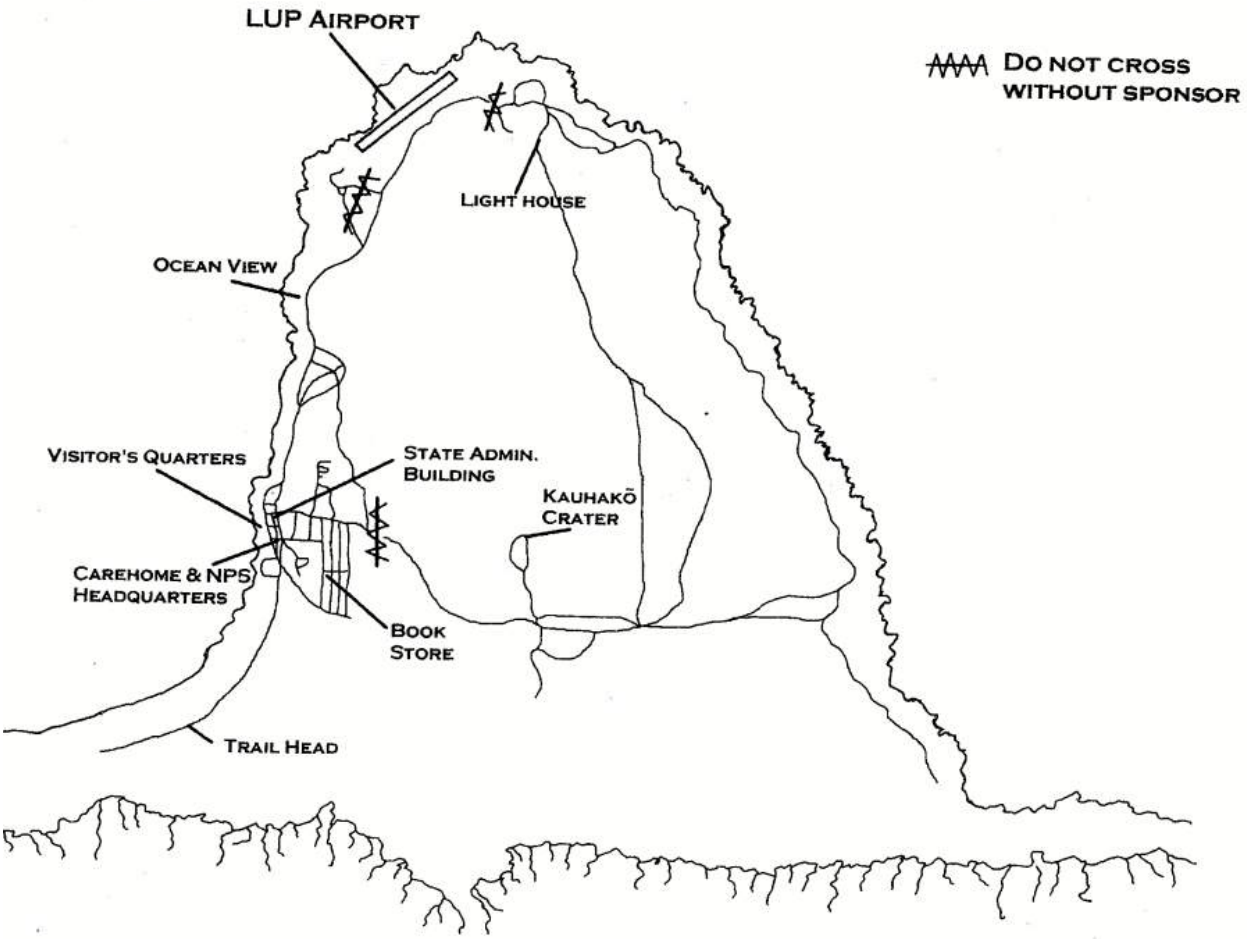
By signing below or proceeding with entry, you confirm that you have read, understood, and voluntarily accept the terms of the "KALAUPAPA RISK ACKNOWLEDGMENT AND LIABILITY WAIVER".

Tag #	Visitor(s) Full name	Signature	Date

ATTACHMENT C – Standard Operating Procedure for Performing Site Visit(s) to the Kalaupapa Airport (LUP)

1. Reach out to the Maui District to inform them of the planned travel, intended purpose, dates, etc. Mention that you will be submitting a Application for Visitor Permit to DOH.
2. Fill out Application for Visitor Permit and send to Mila Cooper-Bozhkova (mila.cooper-bozhkova@doh.hawaii.gov) and Kanani Adolpho (kanani.adolpho@doh.hawaii.gov) with a cc to the Maui District. Upon approval of the visitor permit, the permit can be provided to Mokulele, and tickets can be booked.
    a. Following completion of the visitor's permit, the form will be signed off by either Stanford Rapanot or Rose Dudoit (residents at Kalaupapa who sign off on DOT Airport needs)
    b. If requiring overnight stay, depending on available flights, would need to inquire with DOH on lodging. Permit shows lodging options at Wilcox, Visitors Quarters, and Cottages. Not sure which one of three is the "dorms", but fee per night at the "dorms" is $40.
3. On the day of planned travel, reach out to Mila and Kanani to confirm that the trip has occurred.
4. If someone is performing a site visit but needs to travel outside of the airport, they would be required to first check in at the admin office, labeled as the State Admin Building on map below.

ATTACHMENT C – Standard Operating Procedure for Performing Site Visit(s) to the Kalaupapa Airport (LUP)



APPENDIX B
KALAUPAPA AIRPORT (LUP) PHOTOS









SECTION 01100 – SUMMARY

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. Project Information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work Restrictions.
6. Specification and drawing conventions.

B. Related Requirements:

1. Section 01580 – TEMPORARY FACILITIES AND UTILITIES for limitations and procedures governing temporary use of Owner's facilities.

C. Conflicts:

1. In the event of conflicts between the requirements of this Section and any other Section of this Specification the stricter requirement in the judgement of the State Project Manager shall govern.

1.03 PROJECT INFORMATION

A. Project Identification: Project CM5540-33 – Restriping of the Runway and Taxiway

1. Project Location: Runway and Taxiway at Kalaupapa Airport

B. Owner: State of Hawaii Airport System owned and operated by the State of Hawaii, Department of Transportation, Airports

1. Owner's Representative: Mr. Marvin Moniz, Maui District Airport Manager

1.04 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and described in Section 01010 – DESCRIPTION OF WORK.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.05 ACCESS TO SITE

General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and indicated by requirements of this Section.

A. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's tenants, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

1. Schedule deliveries to minimize use of driveways and entrances by construction operations.

2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.06 COORDINATION WITH OCCUPANTS

Full Owner Occupancy: Owner will occupy site and existing adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exists unless otherwise indicated.

A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

B. Notify Owner not less than ten working days in advance of activities that will affect Owner's operations.

1.07 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Coordinate work hours with the Airport Manager.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than ten (10) working days in advance of proposed disruptive operations.

2. Obtain Owner's written permission before proceeding with disruptive operations. Contractors shall submit an "Outage Request Form" at Kahului Airport and a written request at all other airports.

1.08 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. DIVISION 01 – GENERAL REQUIREMENTS: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.

2. Abbreviations: Materials and products are identified by abbreviations.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

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 GENERAL REQUIREMENTS

A. This Section includes administrative and procedural requirements governing allowances. Certain materials, equipment, and services are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, equipment, and services to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include contingency allowances.

C. Work for Unforeseen Conditions required by the State shall be measured and paid for under allowance items in the Proposal Schedule. Payment shall be the actual cost as invoiced by the Contractor and approved by the Engineer. The Contractor shall be allowed include overhead, profit, insurances and/or any other mark-ups as stipulated in Section 9.5 of the General Provisions.

D. Related Sections include Divisions 1 through 16 Sections for items of Work covered by allowances.

1.03 SUBMITTALS

Submit in accordance with Section 01300 – SUBMITTALS.

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials and equipment delivered to the site for use in fulfillment of each allowances.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.04 COORDINATION

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

1.05 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by the Engineer for State's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products, equipment, and services ordered by the State under the contingency allowance are included in the allowance and are not part of the Contract Lump Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to State by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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.

3.03 SCHEDULE OF ALLOWANCES

See Proposal Schedule for list of allowance and its respective specification sections.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

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 award of the contract. The detailed construction schedule shall be based on a detailed critical path analysis of construction activities and sequence of operations needed for the orderly performance and completion of any separable parts of any work and all work in accordance with the contract. The schedule shall be Critical Path Method (CPM) type in the form of an arrow diagram and activity listing or comprehensive bar graph. The network diagram shall show in detail and in orderly sequence all activities on a time scale, their descriptions, durations, and dependencies, necessary and required to complete all work and any separable parts thereof. The schedule shall show in detail the following information for each activity.

1. Identification by code numbers and description;

2. Duration;

3. Craft and Equipment;

4. Earliest start and finish dates;

5. Latest start and finish dates;

6. Total and free float time; and

7. Highlighted critical path.

B. The construction schedule shall be complete in all respects, covering in addition to activities at the site of work, off-site activities such as design, fabrication, and procurement of equipment; the scheduled delivery dates of such equipment; submittal and approval of shop drawings and samples; ordering and delivery of materials; inspections; and testing. The schedule shall also include a manpower forecast by crafts. The detailed construction schedule shall be supplemented by

a three-week schedule prepared by the Contractor and submitted to the 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 award 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."

Electronic Submittal: The Contractor shall provide all submittals excluding samples, items required to be in “original form”, and other designated submittals as directed by the Engineer in electronic “pdf” form via the internet as directed by the Engineer. Submittals received after Noon (HST) shall be considered received the following working day, or after receipt of the hard copies and not the date submitted by the Contractor.

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

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

1.07 MAINTENANCE DATA AND OPERATING INSTRUCTIONS

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

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

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

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

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

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

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

1.08 TEST REPORTS

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

1.09 SUBMITTAL IDENTIFICATION

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

B. _____
General Contractor's Name

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

ITEM NO. _____

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

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

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

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

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

1.10 AS-BUILT DRAWINGS

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

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

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

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

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

AS-BUILT DRAWINGS/SPECIFICATIONS

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

_____

CONTRACTOR'S NAME

_____

Signature Date

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

1.11 GUARANTEES

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01301 – CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS

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. It is expressly understood and agreed that the rate of progress and the time of completion of the Work are of the essence for this Contract. The Work shall be executed with such progress as required to prevent any delay to this contract and to other Contractors working on other contracts at the site. This includes the Contract milestone dates and constraints and the general completion of the Work of the Contract.

B. The Work specified in this section includes the preparation and submittal of a Construction Progress Schedule and schedule updates and revisions to the Construction Progress Schedule.

C. The Contractor shall prepare and submit a Baseline Construction Progress Schedule in accordance with the requirements of this section. By preparing and submitting the Baseline Construction Schedule and monthly Schedule Updates, the Contractor represents that it can and intends to safely execute the contracted Work and all portions thereof including all activities of Subcontractors, equipment vendors, and suppliers and including submittals and re-submittals within the specified times and constraints. The Contractor also represents that the Bid price covers all costs associated with the execution of the Work in accordance with the Construction Schedule and Contract Documents.

1.03 PURPOSE OF THE SCHEDULE

A. This section specifies requirements and procedures for the Contractor to prepare construction schedules, cost loaded schedule, resource loaded scheduled, cash flow projections, manpower projection, and cost and schedule reports. The purpose of the schedules and reports shall be to:

1. Ensure adequate planning and timely execution of the work by the Contractor;

2. Establish a baseline Contract schedule which subsequent monthly schedule updates will be compared against to determine overall progress and performance towards satisfactory completion of the Project;

3. Facilitate coordination and interfacing of the Contractor's work with others as needed;

4. Assist the Engineer in monitoring progress;

5. Establish the amount of the monthly progress payment to be made to the Contractor;

6. Establish the amount of daily manpower required to complete the Project within the Contract duration;

7. Evaluate proposed changes to the Contract and subsequent impacts to the construction schedule;

8. Effectively determine impacts of time extensions and change order costs of this Contract to overall Project completion.

B. The Contractor shall be required to provide and maintain at a minimum the following:

1. Monthly Requirement:

a. Construction schedule
b. Schedule of values for progress payment application
c. Cash flow projection
d. Manpower projection
e. Monthly status report (Narrative)

1.04 DEFINITIONS

A. Baseline Construction Progress Schedule: The accepted baseline schedule for the construction Contract, demonstrating the planned activities, activity costs, resources and activity durations as the Project was bid.

B. Cash Flow: For construction costs, reflects scheduled expenditures based on activity cost loading. This is the anticipated Contractor billings (gross) before the withholding of retention and is estimated by the Contractor.

C. Cost Loaded Schedule: Allocating bid estimate cost to each schedule activity which forms the basis for anticipated Contractor billings (gross) before the withholding of retention and is estimated by the Contractor.

D. Early Finish: The earliest a schedule activity is expected to finish, based on its relationship (logic) to other activities in the project.

E. Early Start: The earliest a schedule activity is expected to start, based on its relationship (logic) to other activities in the project.

F. Late Finish: The latest a schedule activity can finish, based on its relationship (logic) to other activities on the project, and still permit the project to be completed on time.

G. Late Start: The latest a schedule activity can start, based on its relationship (logic) to other activities on the project, and still permit the project to be completed on time.

H. Resource Loaded Schedule: A report that identifies by activity all direct field labor to perform the Work.

I. Original Duration: The amount of time, in calendar days, an activity is expected to take to complete at the beginning of a project.

J. Total Float: The number of days by which a part of the Work in the construction schedule may be delayed from its early start/finish dates without necessarily extending the contract completion date.

K. Work Activity: An activity which requires time and resources to complete and should be performed before the Contract is considered complete.

L. Critical Path: A continuous sequence of schedule network activities with the least amount of total float ending at a contract milestone.

M. Longest Critical Path: A continuous sequence of schedule network activities that begins with notice to proceed milestone and ends at the project completion milestone.

N. Milestone: A significant schedule event identified in the contract as a “milestone”.

O. Critical Path Method (CPM): Schedule development that starts with a proper plan sequenced from beginning to end, followed by time driven forward and backward passes to establish (1) Critical Path and (2) Float for all other paths.

1.05 SUBMITTALS

A. Work Breakdown Structure [WBS] and Activity Coding Plan

B. Baseline Construction Progress Schedule

C. Cost and Resource Loaded Schedule

D. Monthly Updated Schedule Reports, including Narrative

1.06 QUALIFICATIONS

The Contractor shall employ or retain the services of a Project Scheduler who shall have a minimum of ten (10) years verifiable experience in construction work sequencing, productivity, and scheduling as well as preparing and maintaining detailed construction schedules using the most current version of Primavera P6. Within seven (7) calendar days after Administrative Notice to Proceed, the Contractor shall submit the Project Scheduler’s resume to the Engineer. The Engineer reserves the right to reject the proposed scheduler based on the lack of qualifications. The Contractor’s scheduler shall attend all meetings pertaining to scheduling of the Work. This person, along with the Contractor’s management team, is expected to work closely with the Engineer to deliver acceptable products outlined in this section and comply with the Reports requirements of this section.

1.07 BASELINE CONSTRUCTION PROGRESS SCHEDULE REQUIREMENTS

A. The Critical Path Method (CPM) type construction schedule will be used to monitor job progress. The Contractor shall be responsible for providing all information concerning the sequencing, logic, and duration of all activities as well as providing the initial CPM logic network (in electronic and paper form) diagram and tabular report data.

B. The Contractor shall use Primavera P6 latest version, and a hardware system commensurate with the size of the project. The system shall be capable of handling, processing, printing, and plotting all data required to satisfy the requirements of this section. All electronic files submitted to the Engineer shall be compatible with Primavera P6 latest version.

C. Within 14 days after Administrative Notice to Proceed, the Engineer shall schedule and conduct a preconstruction scheduling conference to commence development of the required construction schedule. At the meeting, the requirements of this section will be reviewed with the Contractor, the Contractor shall present their proposed methodology for the Construction Progress Schedule, sequence of operations, and resource and quantity loading methodology. The Contractor shall submit to the Engineer a written copy of its proposed WBS and coding system or activity identification system for labeling all Work activities. The WBS and activity coding/identification scheme shall be acceptable to the Engineer. The Engineer shall review and accept the WBS, the coding structure, and activity identification system within 14 days after submission by the Contractor. The Contractor shall make all modifications to the proposed WBS, the coding structure, and activity identification system that are requested by the Engineer and shall employ that coding, structure, and system in its Baseline Construction Progress Schedule submission. The WBS shall be correlated with the Contractor's Schedule of Values and the cost loaded schedule. Develop other activity codes and values needed to comply with the reporting requirements listed herewith, subject to acceptance by the Engineer.

D. The activities contained within the schedules shall be cost loaded to equal the Contract Total Price with Sub-Totals that match the Schedule of Values. Overhead and profit shall be prorated on all activities for the entire project length. The Contractor shall not unbalance the activity cost loading. Together, the Cost Loaded Schedule and the Schedule of Values shall form the basis for the Pay Application Report and all monthly payment requests.

E. The Contractor shall collect data and information from subcontractors, suppliers, and equipment manufacturers for incorporation into the Baseline Construction Progress Schedule. The baseline schedule submittal shall include certification in the form of signatures from subcontractors, suppliers and equipment manufacturers validating data collected for schedule development.

F. Within 30 days after Administrative Notice to Proceed the Contractor shall submit the Baseline Construction Progress Schedule to the Engineer including a written narrative to further explain the plan as set forth in its CPM logic network and schedule.

G. The Work activities comprising the Baseline Construction Progress Schedule shall be of sufficient detail to assure adequate planning and execution of the Work such that, in the judgment of the Engineer, it provides an appropriate basis for forecasting, monitoring, and evaluating the progress of the Work. Work activities shall conform to the following requirements:

1. Describe Work activities using consistent terminology such that the Work is readily identifiable for assessment of completion.

2. Subdivide the Work into activities of duration no longer than 14 calendar days each, except as to non-construction activities (such as procurement of materials, delivery of materials, delivery of equipment, and concrete curing) and any other activities for which the Engineer may approve a longer duration.

3. The construction time as determined by the schedule from early start to late finish for any subphase, phase, or the entire project shall not exceed the Contract times specified or shown in the Contract Documents. One day shall be the smallest time unit shown unless otherwise directed by the Engineer.

4. Activities labeled "start," "continue," or "completion" will not be allowed. Logic relationships between activities shall be limited to finish to start type relationships. The use of durations between activities, or lags, shall not be permitted.

5. Show the following information for each Work activity.

    a. WBS and activity identification number consistent with the coding accepted by the Engineer. The WBS and activity identification shall be cross-referenced with the Contractor’s Schedule of Values.
    b. Performance responsibility, subcontractor, trade code (GEN, MECH, ELEC, CARP, PLAST, etc.), and separate General Contractor identification.
    c. Duration (in calendar days).
    d. Work location code and description of the physical plant area involved.
    e. Cost data as described herein.

H. The Baseline Construction Progress Schedule shall contain the following standard milestones:

1. Notice to Proceed

2. Mobilization

3. Construction Start

4. Contract Milestones and constraints in Section 01014 - Work Sequence for each phase of work.

5. Substantial Completion

6. Final Completion

I. The Baseline Construction Progress Schedule shall begin with the date of issuance of the Notice to Proceed and not exceed the maximum contract days provided by the Contract. It shall include, but not be limited to, the following items as appropriate to this Contract:

1. Resource activity loading showing, at a minimum, the composite crew, the classification (e.g., foreman, journeyman, etc.) of the individual craftsman comprising the crew, materials, and equipment associated with each activity shown on the schedule, plus any other information required by the Engineer.

2. Quantity loading for unit price bid items showing, at a minimum, estimated quantities to be installed or removed as indicated by the contract drawings, or as determined by the Contractor in preparation of its Bid, associated with major activities shown on the schedule, plus any other information required by the Engineer.

3. Type of work to be performed, sequences, and labor trades involved, including performance responsibility and trade code.

4. All purchases, submittals, submittal reviews, fabrication, deliveries, manufacturer factory tests, field tests, readiness tests, and installation activities for all materials and equipment for which the Contractor intends to seek payment, including stored materials.

5. Delivery, installation, check-out/testing, startup, and commissioning of Owner-furnished equipment and/or materials in accordance with the schedule dates set forth in the Specifications or furnished by the Owner.

6. Engineer review, and approval of shop drawings and material samples showing a 30 calendar day minimum time specified for the Engineer’s review of submittals, unless the submittal is of the type requiring a longer period of time. 21 calendar days duration shall be allocated for the Engineer’s review of Contractor resubmittals.

7. Approvals required by regulatory agencies or other third parties.

8. Identification of all subcontract work and assignments of responsibility for performing specific activities.

9. Access to and availability of work areas including all anticipated outages, flow diversions, or bypass pumping.

10. Connection to all existing plant systems and equipment.

11. All temporary utilities and construction.

12. Interruption and shut down requests of facilities or utilities to allow for new connections.

13. All start up, testing, training, and assistance required under the Specifications.

14. Timing of the phased or total takeover by Owner.

15. Identification of any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as two (2) shifts, six (6) day weeks, overtime, or work at times other than regular days or hours, shall be clearly identified in the Construction Progress Schedule.

16. Contractor activities that will be coordinated with Owner on-going activities.

17. Contractor-obtained permits.

18. Material and Equipment Installation

    a. Installation
    b. Check out
    c. Operations and Maintenance manuals submittal/approval
    d. Training lesson plans submittal/approval
    e. Training of Owner staff

19. Preparation of coordination and layout drawings.

20. Clearly identify all non-work days in the schedule, such as, holidays, or other non-work periods.

21. Specific Work activities, including but not limited to, site work, underground piping and electrical duct banks, structural excavation, soil testing, backfill, placement of sheeting, foundations, formwork erection, rebar placement, placing of concrete, stripping forms, concrete curing, installation of process piping, electrical conduits and wiring, instrumentation and controls conduits and wiring, terminations, other materials and equipment, and cleanup.

22. Time Allowance for Inclement Weather:

    a. Normal weather conditions shall be considered and included in the planning and scheduling of all weather sensitive schedule activities. 13 inclement weather days per calendar year shall be included in the baseline schedule.

b. Schedule activity duration(s) shall be formulated with allowance for normal weather conditions. Any activity which could be impacted by normally anticipated inclement weather (precipitation, temperature, wind, etc.), due to the time period which the Contractor has scheduled the work, shall include an adjustment to include the anticipated weather impact from normal weather conditions. “Inclement weather” is a lost workday, caused by inclement weather conditions, and is defined as a day in which the Contractor’s workforce cannot work 50 percent or more of the day thereby resulting in a delay to the critical path.

c. The total number of inclement weather days identified in paragraph 22. a. shall be reflected in a schedule activity titled “Inclement Weather”. The duration for this activity shall be the total number of inclement weather days for the total contract time. The inclement weather activity’s successor shall be the Project completion milestone. The predecessor activities shall be the last project activities that occur before Project completion. The Contractor shall notify the Engineer in writing when a lost workday has occurred due to inclement weather in accordance with the Baseline Construction Schedule update requirements. As inclement weather days occur, are recognized and approved by the Engineer as an inclement weather day, the inclement weather activity duration will be reduced to account for the approval of an inclement weather day. If the number of actual inclement weather delay days exceeds the number of inclement weather delay days in paragraph 22. a., the Contractor shall notify the Engineer in writing. Such delays shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek a non-compensable extension of time.

23. Punchlists.

24. Final cleanup.

25. Specific information required by the Engineer.

26. Required inspections by the Authority Having Jurisdiction and the Engineer.

J. The Contractor shall submit copies of detailed CPM network diagram of each of the following:

1. Predecessors/Successor Report showing the predecessor activities and successor activities for each activity in the Baseline Construction Progress Schedule, sorted by Early Start. This report shall flag any activity that has been constrained.

2. Electronic file(s) containing all data related to the Baseline Construction Progress Schedule including PDF and XER format.

3. Lists of planned submittals and procurement activities.

K. The Baseline Construction Progress Schedule shall demonstrate the final level of detail for each activity and shall contain the required relationships completely identified and the durations of each activity correctly depicted. The Baseline Construction Progress Schedule shall be developed as follows:

1. The Baseline Construction Progress Schedule shall contain no Contract changes or delays which may have been incurred during the interim schedule development period. These changes will be entered at the first update after the Baseline Construction Progress Schedule has been accepted and a change to the Contract time or duration was made via an approved Change Order.

2. The Baseline Construction Progress Schedule submitted for review and approval by the Engineer shall be un-statused and the data date shall be the contract notice to proceed date.

3. The Baseline Construction Progress Schedule shall clearly indicate the longest critical path of activities from Notice to Proceed to the Contract completion date.

4. The Baseline Construction Progress Schedule will contain all cost information assigned each of the specific activities at the final level of detail. Each activity shall be cost loaded to permit initial generation of a cash flow curve and resource curve.

5. The Contractor shall submit certification that the approved construction schedule has been reviewed and discussed with all subcontractors, suppliers and vendors as it relates to their work prior to commencement of their work.

6. Once the Baseline Construction Progress Schedule is accepted it becomes the schedule of record and the basis for future schedule updates.

7. After the acceptance of the Baseline Construction Progress Schedule, no changes shall be made therein without approval of the Engineer.

L. Initial Baseline Construction Progress Schedule. Contractor's first (1st) payment application will be processed if the initial Baseline Construction Progress Schedule has been submitted by the Contractor and approved by the Engineer. If the initial Baseline Construction Schedule has been submitted and is not approved at the time of the Contractor's first payment application, only mobilization costs as allowed pursuant to the General Conditions, and to the extent otherwise supported by the Contractor as due and owing, shall be paid by Engineer.

M. Monthly Updates to the Baseline Construction Progress Schedule. Contractor's monthly payment applications shall not be accepted and processed for payment by the Engineer without Baseline Progress Schedule updates submitted in the time and manner required by this specification which accurately reflect the allowable costs due under the Contract Documents, and are accepted by the Engineer.

1.08 RESOURCE LOADED SCHEDULE

A. Contractor shall provide a Resource Loaded Schedule detailing the number of work force employees needed on a work day basis to complete the work within the contract duration.

B. Any proposed changes to the Resource Loaded Schedule may only be made with the acceptance of the Engineer.

C. Manpower resources shall be listed in the Resource Library of the Primavera Software and the Contractor shall assign manpower resource loading by trade for each work activity of the schedule.

1.09 FLOAT OWNERSHIP AND EARLY COMPLETION

A. Project float, total float, slack time, or contingency within the Construction Progress Schedule (i.e., the difference in time between the projected early completion date and the required Contract completion date), and free float or critical path float within the overall Construction Progress Schedule is not for the exclusive use of either Engineer or the Contractor but is jointly owned by both and is an expiring resource available to and shared by both as needed to meet Contract milestones and the Contract completion date. Pursuant to the float sharing requirements of the Contract, use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity times, or imposed dates shall be cause for rejection of the Construction Progress Schedule and any revisions or updates. The use of float time shall be shared as directed by the Engineer.

B. Engineer-initiated changes that extend or shorten the Contract Times shall be the sole basis to adjust the Contract completion date. Delays in the critical path not associated with proper requests for time extensions in accordance with the General Conditions and General Requirements shall be deemed to be the responsibility of the Contractor.

C. Any delays to the Contractor's early completion date shall be non-compensable and is considered Project Float which is not for the exclusive use of the Contractor or Engineer. The interface and coordination with other contractors and stakeholders preclude acceptance of a zero float early finish schedule.

D. The only allowable constraint for use in the construction schedule will be for contract milestone dates using a "Finish no later than" constraint, unless approved by the Engineer.

1.10 PROGRESS OF THE WORK

Monthly Schedule Updates:

A. Once the Baseline Construction Progress Schedule is accepted by the Engineer, the Contractor shall be responsible for preparing and submitting update information on logic, physical percent complete, cost percent complete, actual start and finish dates, duration changes, and related reports, diagrams, and schedules based on the Progress Payment cycle.

B. On a date determined by the Engineer, the Contractor shall meet with the Engineer to review the monthly progress schedule update. The Contractor and the Engineer will review the updated construction schedule and discuss the content of the narrative report. The Engineer shall be allowed seven (7) calendar days after the meeting to review and accept or reject the construction schedule update. Rejected construction schedule updates shall be resubmitted to the Engineer within seven (7) days, at which time a new seven (7) day review period by the Engineer will begin. Submittal at the monthly construction schedule update to the Engineer shall be a condition precedent to the making of any payments, which are due or may become due under the terms of the Contract.

C. All subsequent monthly schedule updates shall be compared to the Baseline Construction Progress Schedule. In addition, each current monthly update shall be compared to the last month's update. Each update shall be labeled by period with data date and report date identified on the hard copy and electronic file.

D. The monthly update of the Baseline Construction Progress Schedule shall include the following:

1. One (1) electronic copy (PDF and XER) of the schedule, with data date and monthly period clearly marked.

2. Four (4) copies and PDF of the CPM computer printout and arrow diagram which shall:

    a. Compare baseline schedule activities against current update activities.
    b. Clearly identify longest critical path and near critical path activities with less than 30 days of total float

3. Four (4) copies and PDF of the CPM computer printout and arrow diagram which shall:

4. Four (4) copies and PDF of successor/predecessor, total float, and 90 day look ahead reports.

5. Four (4) copies and PDF of the monthly summary cost activity report, oriented to the monthly payment requisition level of detail.

6. Four (4) copies of the narrative report.

E. Schedule Updates shall be provided monthly with the request for progress payment.

F. Default progress data provided from the scheduling system shall not be allowed. Actual start and finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual start and finish dates in the Construction Progress Schedule database shall match those dates provided from the Contractor Daily Reports. Failure of the Contractor to document the actual start and finish dates on the Contractor Daily Report for every in-progress or completed activity and to ensure that the data contained on the Contractor Daily Reports is the sole basis for schedule updating shall result in the disapproval of the Contractor 's schedule and the inability of the Engineer to evaluate the Contractor's progress for payment purposes.

G. Activities that have reported progress without predecessor activities being completed, Finish Start Relationship (FS) (Out-of-Sequence Progress) will not be allowed except on a case-by-case basis with the approval from Engineer. A written explanation of each activity shall be included in the monthly submittal. The Engineer may direct that changes in schedule logic be made to correct any or all out-of-sequence Work.

H. The Contractor shall identify each month any changes to the schedule, such as: new activities, constraint changes, deleted activities, activity duration changes, activity description changes, and changes in logic relationships between activities. Logic changes shall be described with an explanation of the rationale for the change provided in the report.

I. The Contractor shall not constrain the schedule with artificial logic ties and/or constraint dates and/or any other scheduling techniques that may distort the activity float and total float associated with the critical path activities and the schedule in general.

J. The Contractor shall provide a schedule report defining the times at which schedule work activity submittals are required. This submittal schedule shall be tied to early start/early finish and late start/late finish work activity dates to ensure that time has been allowed for review and return.

K. The updated construction progress schedule, as approved by the Engineer, shall determine the amount of Progress Payment to the Contractor on a monthly basis. Change order work shall be identified in the schedule as a new activity inserted into the affected schedule logic. The schedule activity shall be cost loaded once the change order is approved for payment by the Engineer.

1.11 NARRATIVE PROGRESS REPORT

A. Prepare a narrative progress report to be submitted with the monthly schedule update that summarizes cost and schedule status as outlined below.

B. Prepare and submit a summary cost activity report with each progress payment. The cost information shall be updated by activity and summarized for each

month. The sum of all monthly costs shall be equal to the contract amount plus approved change orders.

C. The costs shall be summarized for each pay application and the sum of all pay applications shall be shown as costs to-date, along with the remaining contract balance.

D. The Narrative Report shall include and be in the following format:

1. The Contractor 's transmittal letter.

2. Schedule report indicating each activity on the CPM Schedule that has been:

   a. Completed during this reporting period;
   b. In progress during this reporting period;
   c. Scheduled for the next reporting period.

3. Analysis, by critical path, of each negative path describing:

   a. The nature of the critical path;
   b. Impact on other activities, milestones, and completion dates;
   c. Recommendations for recovery of the delays.

4. Current and anticipated delays.

   a. Cause of the delay;
   b. Corrective action and schedule adjustments to correct the delay;x`
   c. Impact of the delay on other activities, milestones, and completion dates.

5. Change in construction sequence, logic changes, relationship changes, or duration changes and the rationale associated with each change.

6. Pending issues and status of other items:

   a. Permits;
   b. Contract modifications;
   c. Time extension requests;
   d. Long-lead procurement items.

7. Tabular schedule reports tabulated by:

   a. Contractor /early start;
   b. Total float/early start;
   c. Area/early start;
   d. Activity number.

8. Added/deleted activities.

9. Out of Sequence Report describing the necessity of each activity relationship shown therein.

10. Illogical Progress/Restraint Reports (if any).

11. Contract complete date status.

12. Ahead of schedule and number of days.

13. Behind schedule and number of days.

14. Summary of project status including cumulative information to date, variance, and forecast at completion.

15. Other project or scheduling concerns.

16. Review and update of CPM Schedule.

17. Safety Reports and any code violations or warnings.

18. Computer disk containing the latest CPM schedule update file.

19. Provide a report of ENGINEER activities such as; e.q. owner supplied equipment, shutdowns, permits, inspections, approvals, start-up and training activities, etc.

1.12 THREE (3) WEEK LOOK AHEAD

The Contractor shall provide a three (3) week look ahead schedule from the current Construction Progress Schedule, in Primavera report format which shall include the week in which the schedule is presented, plus the two (2) successive weeks thereafter. The three week (3) look ahead shall be submitted to the Engineer no later than 24 hours prior to the weekly project progress meeting.

1.13 TIME EXTENSION REQUESTS

A. Requests for time extensions shall be submitted in the time and manner specified in the General Conditions.

B. Request for time extension shall be submitted within seven (7) calendar days of the event that created the extension of time.

C. Time Impact Analysis (TIA):

1. The Contractor shall submit a *Fragnet of the* TIA to the Engineer with each request for an adjustment in contract time or when the Contractor or the Engineer consider an approved or anticipated change that may impact the critical path or contract progress.

2. The Contractor shall submit a TIA within seven (7) calendar days of receiving a request from the Engineer.

3. The TIA shall illustrate the impact of each change or delay on the current scheduled completion date (or internal milestone) and utilize the baseline schedule as modified by change order(s) and a data date closest to and prior to the event being analyzed.

4. The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impacted schedule shows that incorporating the event modifies the critical path and the scheduled completion date of the accepted schedule, the difference between the scheduled completion dates of the two schedules shall be equal to the adjustment of contract time.

5. The Contractor shall allow the Engineer seven (7) calendar days after receipt of a TIA to approve or reject the submitted TIA.

6. All approved TIA schedule changes shall be shown on the next schedule update schedule.

7. When a TIA is rejected by the Engineer the Contractor shall meet with the Engineer to discuss to discuss and resolve the issues. If an agreement is not reached, the Contractor shall be allowed within seven (7) calendar days after the meeting to submit a Notice of Claim. The Contractor shall not show any activities related to the TIA in any schedule updates until and if such time the TIA and or claim is approved by the Engineer.

8. Changes that affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension or deletion of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed one or more days because of the ordered change.

9. Changes that do not affect the controlling operation on the critical path will not be considered as a basis for time adjustment.

1.14 REMEDIAL MEASURES AND RECOVERY SCHEDULE

A. If at any time during the Project, the Contractor fails to complete a critical or near critical activity by its latest completion date, thereby causing potential delay to the contract completion date, the Contractor will be required, within seven (7) days, to submit to the Engineer a written statement as to how and when it plans to recover the schedule delay. The recovery plan and schedule changes shall be reflected during the next schedule update period.

B. Delays to Critical Path: Whenever it becomes apparent from the current monthly update that delays to the critical path have resulted and that these delays are through no fault of the Engineer and hence, that the Contract completion date will

not be met, or when so directed by the Engineer, the Contractor shall submit to the Engineer for review a written statement of the steps it intends to take to remove or arrest the delay to the schedule. The Contractor shall promptly provide such level of effort to bring the Work back on schedule.

C. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner, or procedure to recover delays to the CPM Schedule be considered justification for contract modification or extra Work.

D. The Engineer may require the Contractor, at any time during the Project, to develop a more detailed schedule/fragnet than depicted in the detailed schedule to provide a clearer understanding of the effort needed to complete a specific area or task.

1.15 FINAL SCHEDULE UPDATE

A. As a condition precedent to any release of retention, the last update to the Construction Progress Schedule submitted shall be identified by the Contractor as the As-Built Construction Schedule. The As-Built Construction Schedule shall reflect the exact manner in which the project or portion thereof was actually constructed including start and completion dates, activities, sequences, and logic ties.

B. This schedule submission shall be accompanied by a certification, signed by an officer of the company and the Contractor's Project Manager and Project Scheduler, stating "To the best of our knowledge, the enclosed final update of the Construction Progress Schedule accurately reflects the actual start and completion dates and logical relationships of all activities contained herein and represents an accurate depiction of the way in which the project was constructed."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 REQUIRED REPORTS

Report No.	**Report Description and Frequency**
1.	**THE BASELINE CONSTRUCTION PROGRESS SCHEDULE CPM LOGIC DIAGRAMS** shall be plotter drawn CPM logic diagrams and submitted on sheets 30 inches by 42 inches or as otherwise directed by the ENGINEER. The activity box shall include, at a minimum, the following: activity number, activity description, original durations, total float, and activity constraints. The logic diagram shall be submitted until the Baseline Construction Progress Schedules are accepted. All CPM logic diagrams shall clearly identify all contract milestones and the projects longest critical path to project completion.

2. **ACTIVITY LISTING SCHEDULE REPORT** sorted by Total Float (TF) and Early Start Date (ES): As part of Baseline Construction Progress Schedule Submittal and Monthly Schedule Updates

3. **CRITICAL PATH SCHEDULE REPORT** sorted by Total Float (TF) with logic ties shown: As part of Baseline Construction Progress Schedule Submittal and Monthly Schedule Updates

4. **THREE WEEK LOOK AHEAD SCHEDULE REPORT** sorted by Total Float (TF) with one week of history and three week look ahead: As part of Baseline Construction Progress Schedule Submittal and Monthly Schedule Updates

5. **RESOURCE LOADED SCHEDULE AND LISTING OF ALL LABOR RESOURCES**
As part of Baseline Construction Progress Schedule Submittal

6. **ACTIVITY LISTING** of all activities with all predecessor and successor activities shown: As part of Baseline Construction Progress Schedule Submittal and Monthly Schedule Updates

7. **PURE LOGIC DIAGRAM** network plot of all activities in predecessor diagram format: As part of Baseline Construction Progress Schedule Submittal

8. **COST LOADED ACTIVITY REPORT** without progress: As part of Baseline Construction Progress Schedule Submittal

9. **UPDATED COST LOADED REPORT WITH PROGRESS** and cost values shown: As part of Baseline Construction Progress Schedule Submittal and Monthly Schedule Updates

10. **COST CURVE (CASH FLOW CURVE)** sorted by early start and early finish dates: As part of Baseline Construction Progress Schedule Submittal and Monthly Schedule Updates

11. **RESOURCE HISTOGRAM,** per period and cumulative resource curves: As part of Baseline Construction Progress Schedule Submittal

12. **CONTRACTORS DAILY REPORTS**, submitted daily identifying the start and finish dates of schedule work activities and total number of men on the project per day and project weather condition and description of work performed.

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 01500 – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

B. The Contractor shall procure any necessary permits required to complete the work specified in this Section.

1.02 DESCRIPTION OF WORK

A. This section describes the requirements for temporary water pollution, dust, and erosion control.

1. Including detailed plans, diagrams, and written site-specific best management practices (BMP); constructing, maintaining, and repairing temporary water pollution, dust, and erosion control measures at the project site, including local material sources, work areas and haul roads; removing and disposing hazardous wastes; control of fugitive dust (defined as uncontrolled emission of solid airborne particulate matter from any source other than combustion); and complying with applicable State and Federal permit conditions.

2. Work associated with dewatering activities and complying with conditions of the National Pollutant Discharge Elimination System (NPDES) general permit coverage authorizing discharges associated with construction activity dewatering.

Requirements of this section also apply to borrow pit operations, haul roads and Contractor’s storage sites located outside of the project site.

1.03 SUBMITTALS

A. Submit in accordance with Section 01300 - SUBMITTALS.

B. The Contractor shall submit the following items within 30 calendar days after the Notice to Proceed Date:

1. Submit proposed means, methods, techniques and procedures to be used for temporary water pollution, dust and erosion control.

2. Submit Best Management Practice to ensure dust/water and construction debris does not enter the drainage system within Airport property in compliance with the current Airport’s Division NPDES permit.

PART 2 - PRODUCTS

2.01 MATERIALS

Materials shall conform to the following:

A. Silt Fences. Comply with ASTM D6462, Standard Practice for Silt Fence Installation.

B. Compost Filter Sock. To be “Filtrexx Siltsoxx” or approved equal. To be a minimum of 10-inches in diameter and filled with wood mulch. Sock barrier fill shall not contain biosolids and should be consistent with EPA guidelines. The filter socks shall be staked with 2”x2” wooden stakes or #4 steel rebar with safety cap at a minimum of 10-feet on center when placed on unpaved surfaces only.

C. Stabilized Construction Entrance. Geotextile filter fabric for stabilization shall conform to the following section of the 2005 Standard Specification for Road and Bridge Construction: Section 716. Aggregate shall be basalt material 3” to 6” coarse aggregate.

D. Alternative materials or methods to control, prevent, remove and dispose pollution are allowable if acceptable to the Engineer.

PART 3 - EXECUTION

3.01 PRECONSTRUCTION REQUIREMENTS

A. Water Pollution Dust, and Erosion Control Meeting. Submit site specific BMP to the Engineer. Schedule a water pollution, dust, and erosion control meeting with the State Engineer after site specific BMP is accepted in writing by the Engineer. Meeting shall be scheduled 14 days before start of construction work. Discuss sequence of work, plans and proposals for water pollution, dust, and erosion control.

B. Water Pollution, Dust, and Erosion Control Submittals. Submit the following:

1. Written site-specific BMP describing activities to minimize water pollution and soil erosion into State waters, drainage or sewer systems. BMP shall include the following:

    a. An identification of potential pollutants and their sources.
    b. A list of all materials and heavy equipment to be used during construction.
    c. Descriptions of the methods and devices used to minimize the discharge of pollutants into State waters, drainage or sewer systems.
    d. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.
    e. Methods of removing and disposing hazardous wastes encountered or generated during construction.

f. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.
g. Spill control.
h. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
i. Methods of storing and handling of oils, paints and other products used for the project.
j. Material storage and handling areas, and other staging areas.
k. Concrete truck washouts.
l. Concrete waste control.
m. Fueling and maintenance of vehicles and other equipment.
n. Tracking of sediment offsite from project entries and exits.
o. Litter management.
p. Toilet facilities.
q. Other factors that may cause water pollution, dust and erosion control.

2. Provide plans indicating location of water pollution, dust and erosion control devices; provide plans and details of BMPs to be installed or utilized; show areas of soil disturbance in cut and fill, indicate areas used for storage of aggregate (indicate type of aggregate), asphalt cold mix, soil or waste, and show areas where vegetative practices are to be implemented. Indicate intended drainage pattern on plans. Include separate drawing for each phase of construction that alters drainage patterns. Indicate approximate date when device will be installed and removed.

3. Construction schedule.

4. Name(s) of specific individual(s) designated responsible for water pollution, dust, and erosion controls on the project site. Include home and business telephone numbers, fax numbers, and e-mail addresses.
5. Description of fill material to be used.

Date and sign BMP. Keep accepted copy on site throughout duration of the project. Revisions to the BMP shall be included with original BMP. Modify contract documents to conform to revisions. Include actual date of installation and removal of BMP. Obtain written acceptance by the Engineer before revising BMP.

Follow guidelines in the “Best Management Practices Manual for Construction Sites in Honolulu”, in developing, installing, and maintaining BMPs for all projects. Follow Honolulu’s City and County “Rules for Soil Erosion Standards and Guidelines” for all projects on Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii projects.

C. Construction Requirements. Do not begin work until submittals detailed in Item 3.01, paragraph B. “Water Pollution, Dust, and Erosion Control Submittals” are completed and accepted in writing by the Engineer.

Install, maintain, monitor, repair and replace site-specific BMP measures, such as for water pollution, dust and erosion control; installation, monitoring, and operation of hydrotesting activities; removal and disposal of hazardous waste indicated on plans, concrete cutting slurry, concrete curing water; or hydrodemolition water.

Furnish, install rain gage in a secure location for projects that require NPDES permit from the Department of Health prior to field work including installation of site-specific BMP. Provide rain gage with a tolerance of at least 0.05 inches of rainfall, and an opening of at least 1-inch diameter. Install rain gage on project site in an area that will not deter rainfall from entering the gate opening. Maintain rain gage and replace rain gage that is stolen, does not function properly or accurately, is worn out, or needs to be relocated. Do not begin field work until rain gauge is installed and site specific BMPs are in place.

Address all comments received from the Engineer.

Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.

Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.

Limit maximum surface area of earth material exposed at any time to 300,000 square feet. Do not expose or disturb surface area of earth material (including clearing and grubbing) until BMP measures are installed and accepted in writing by the Engineer. Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff and wind before end of workday.

Protect exposed or disturbed surface area with mulches, grass seeds or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate of 125 pounds per acre. For hydromulch use the ingredients and rates required for mulches and grass seeds.

Apply fertilizer to mulches, grass seed or hydromulch at a rate of 450 pounds per acre. Apply an additional 250 pounds per acre every 90 calendar days.

Install velocity dissipation measures when exposing erodible surfaces greater than 15 feet in height.

BMP measures shall be in place and operational (such as shaping the earthwork to control and directing the runoff) at the end of workday. Shaping earthwork may include constructing earth berms along the top edges of embankments if acceptable to the Engineer.

Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto

the road immediately. Modify stabilized construction entrances to prevent mud from being tracked onto road. Stabilize entire access roads if necessary. Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Engineer.

Provide temporary slope drains of rigid or flexible conduits to carry runoff from cuts and embankments. Provide portable flume at the entrance. Shorten or extend temporary slope drains to ensure proper function.

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

1. Hydro-mulching the lower region of embankments in the immediate area.

2. Placing an 8- to 15-inch layer of excavated rock, if available on-site, without reducing the cross section of the drainageway. Rocks shall be less than four inches in diameter.

3. Installing check dams and salutation control devices.

4. Other methods acceptable to the Engineer.

Provide for controlled discharge of waters impounded, directed, or controlled by project activities or erosion control measures.

Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be source of fugitive dust.

Cleanup and remove any pollutant that can be attributed to Contractor.

Install or modify BMP measures due to change in Contractor’s means and methods, or for omitted condition that should have been allowed for in the accepted site specific BMP or a BMP that replaces an accepted site specific BMP that is not satisfactorily performing.

Properly maintain all BMP features. Inspect, prepare a written report, and make repairs to BMP measures at following intervals:

1. Weekly during dry periods.

2. Within 24 hours of any rainfall of 0.5 inch or greater which occurs in a 24-hour period.

3. Daily during periods of prolonged rainfall.

4. When existing erosion control measures are damaged or not operating properly as required by site specific BMP.

Remove, destroy, replace or relocate any BMP that must be removed, destroyed, replaced or relocated due to potential or actual flooding, or potential danger or damage to project or public.

Maintain records of inspections of BMP work. Keep continuous records for duration of the project. Submit weekly copy of records to the Engineer.

In addition to weekly reports, submit to the Engineer all amounts spent initializing and maintaining BMP during previous week. Amount spent includes, but is not limited to: purchases of erosion control material, construction of storage areas, and installation of water pollution, erosion and dust control measures. Submit report weekly along with site inspection report.

Protect finished and previously seeded areas from damage and from spillover materials placed in upper lifts of embankment.

The Contractor's designated representative specified in item 3.01, paragraph (B)(4), shall address any BMP concerns brought up by the Engineer within 24 hours of notification, including weekends and holidays. Failure to satisfactorily address these concerns, the Engineer reserves the right to employ outside assistance or use the Engineer's own labor forces to provide necessary corrective measures. The Engineer will charge Contractor such incurred costs plus any associated project engineering costs. The Engineer will make appropriate deductions from Contractor's monthly progress estimate. Failure to apply BMP measures shall result in either or both the establishment and increase in the amount of retainage due to unsatisfactory progress or withholding of monthly progress payment. Continued failure to apply BMP measures may result in one or more of the following: assessment of liquidated damages, suspension, or cancellation of Contract with Contractor being fully responsible for all additional costs incurred by the State.

D. Hydrotesting Activities. If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, obtain an NPDES Hydrotesting Waters Permit from Department of Health, Clean Water Branch (DOH-CWB).

Do not begin hydrotesting activities until the DOH-CWB has issued a Notice of General Permit Coverage (NGPC). Hydrotesting operations shall be in accordance with conditions in NGPC. Submit a copy of the NPDES Hydrotesting Waters Application and Permit to the Engineer.

E. Dewatering Activities. If excavation of backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, obtain NPDES General Permit Coverage authorizing discharges associated with construction activity dewatering from Department of Health, Clean Water Branch (DOH-CWB). If permit is required, prepare and submit permit application (CWB-NOI Form G) to DOH-CWB.

Do not begin dewatering activities until DOH-CWB has issued Notice of General Permit Coverage (NGPC). Conduct dewatering operations in accordance with conditions in NGPC. Submit copy of NPDES Hydrotesting Waters Application and Permit to the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this Section, except for Additional Water Pollution, Dust, and Erosion Control, will not be measured for payment but will be paid for at the contract Lump Sum Price.

Work for added Additional Water Pollution, Dust, and Erosion Control required by the State shall be paid for under allowance items in the Proposal Schedule. Payment shall be the actual cost as invoiced by the Contractor and approved by the Engineer. The Contractor shall not be allowed to include overhead, profit, insurances and/or any other mark-ups which shall be considered incidental to and included in the lump sum.

Item No.	Item	Units
01500.1	Installation, Maintenance, Monitoring, and Removal of BMP	Lump Sum
01500.2	Additional Water Pollution, Dust, and Erosion Control	Allowance

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.

END OF SECTION

SECTION 01524 – CONSTRUCTION WASTE MANAGEMENT

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

Section includes administrative and procedural requirements for the following:

A. Salvaging nonhazardous demolition and construction waste.

B. Recycling nonhazardous demolition and construction waste.

C. Disposing of nonhazardous demolition and construction waste.

1.03 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS

General: Achieve End-of-Project rates for salvage/recycling of **75** percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following but not limited to:

A. Demolition Waste:

1. Concrete

2. Joint Sealant

B. Construction Waste:

1. Site-clearing waste

1.05 SUBMITTALS

A. Submit in accordance with Section 01300 - Submittals.

B. Waste Management Plan: Submit plan within 30 days of date established for the Notice of Award.

1.06 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use **Form CWM-7** for construction waste and Form CWM-8 for demolition waste. Include the following information:

1. Material category

2. Generation point of waste.

3. Diversion/Recycler Hauler or Location

4. Total quantity of waste in tons.

5. Quantity of waste salvaged, both estimated and actual in tons.

6. Quantity of waste recycled, both estimated and actual in tons.

7. Total quantity of waste recovered (salvaged plus recycled) in tons.

8. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Qualification Data for waste management coordinator.

1.07 QUALITY ASSURANCE

Waste Management Conference: Conduct conference at Project site to comply with requirements in the General Provisions of the contract. Review methods and procedures related to waste management including, but not limited to, the following:

A. Review and discuss waste management plan including responsibilities of waste management coordinator.

B. Review requirements for documenting quantities of each type of waste and its disposition.

C. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

D. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

E. Review waste management requirements for each trade.

1.08 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of waste generation, potential recycling hauler or locations, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:

1. Total quantity of waste.

2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.

3. Total cost of disposal (with no waste management).

4. Revenue from salvaged materials.

5. Revenue from recycled materials.

6. Savings in hauling and tipping fees by donating materials.

7. Savings in hauling and tipping fees that are avoided.

8. Handling and transportation costs. Include cost of collection containers for each type of waste.

9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with Section 01010 – DESCRIPTION OF WORK for operation, termination, and removal requirements.

B. Waste Management Coordinator: Waste management coordinator shall be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.

2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Section 01560 – ENVIRONMENTAL CONTROLS for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.03 RECYCLING DEMOLITION WASTE

A. Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch size.

B. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

    1. Pulverize concrete to maximum 1-1/2-inch size.

D. Metals: Separate metals by type.

    1. Structural Steel: Stack members according to size, type of member, and length.

    2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

E. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

F. Conduit: Reduce conduit to straight lengths and store by type and size.

3.04 RECYCLING CONSTRUCTION WASTE

A. Packaging:

    1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

    2. Polystyrene Packaging: Separate and bag materials.

3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees.

3.05 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

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

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIFICATIONS

SECTION 01524 – CONSTRUCTION WASTE MANAGEMENT

APPENDIX A

FORM **CWM-1**: CONSTRUCTION WASTE IDENTIFICATION							
MATERIAL CATEGORY	GENERATION POINT	EST. QUANTITY OF MATERIALS RECEIVED* (a)	EST. WASTE - % (b)	TOTAL EST. QUANTITY OF WASTE* (c=a X b)	EST. VOLUME cy (cm)	EST. WEIGHT tons	REMARKS AND ASSUMPTIONS

*Insert units of measure

FORM **CWM-2**: DEMOLITION WASTE IDENTIFICATION				
MATERIAL CATEGORY, DESCRIPTION OF GENERATION POINT	EST. QUANTITY	EST. VOLUME cy (cm)	EST. WEIGHT tons	REMARKS AND ASSUMPTIONS

FORM **CWM-3**: CONSTRUCTION WASTE WORK PLAN						
MATERIAL CATEGORY, DESCRIPTION OF GENERATION POINT	DIVERSION / RECYCLER HAULER OR LOCATION	TOTAL EST. QUANTITY OF WASTE tons (a)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTATION PROCEDURES
			EST. AMOUNT SALVAGED tons	EST. AMOUNT RECYCLED tons	EST. AMOUNT DISPOSED TO LANDFILL tons	

FORM **CWM-4**: DEMOLITION WASTE REDUCTION WORK PLAN						
MATERIAL CATEGORY, DESCRIPTION OF GENERATION POINT	DIVERSION / RECYCLER HAULER OR LOCATION	TOTAL EST. QUANTITY OF WASTE tons (a)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTATION PROCEDURES
			EST. AMOUNT SALVAGED tons	EST. AMOUNT RECYCLED tons	EST. AMOUNT DISPOSED TO LANDFILL tons	

FORM **CWM-5**: COST/REVENUE ANALYSIS OF CONSTRUCTION WASTE REDUCTION WORK PLAN								
MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A X B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H=D+E+F+G)
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pails								
Site Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

FORM **CWM-6**: COST/REVENUE ANALYSIS OF DEMOLITION WASTE REDUCTION WORK PLAN								
MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A X B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H=D+E+F+G)
Asphaltic Concrete Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood or OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangars								
Valves								
Sprinklers								
Mech. Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panels								
Transformers								
Other:								

FORM **CWM-7**: CONSTRUCTION WASTE REDUCTION PROGRESS REPORT								
MATERIAL CATEGORY, DESCRIPTION OF GENERATION POINT	DIVERSION / RECYCLER HAULER OR LOCATION	TOTAL EST. QUANTITY OF WASTE tons (a)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED tons (d = b + c)	TOTAL QUANTITY OF WASTE RECOVERED % (d / a X 100)
			ESTIMATED tons	ACTUAL tons (b)	ESTIMATED tons	ACTUAL tons (c)		

FORM **CWM-8**: DEMOLITION WASTE REDUCTION PROGRESS REPORT								
MATERIAL CATEGORY, DESCRIPTION OF GENERATION POINT	DIVERSION / RECYCLER HAULER OR LOCATION	TOTAL EST. QUANTITY OF WASTE tons (a)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED tons (d = b + c)	TOTAL QUANTITY OF WASTE RECOVERED % (d / a X 100)
			ESTIMATED tons	ACTUAL tons (b)	ESTIMATED tons	ACTUAL tons (c)		

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 SUBMITTALS

A. Submit in accordance with Section 01300 – Submittals.

B. In addition to the security plan as specified in Section 01565 – SECURITY MEASURES, submit drawings showing locations for temporary dust and noise control protection, including details of barrier construction, to be submitted within 30 calendar days after NTP.

1.03 REFERENCES

The following FAA Advisory Circulars or later versions and FAA Regulations specify these requirements:

AC 150/5340-1M	Standards for Airport Markings
AC 150/5370-2G	Operational Safety on Airports During Construction

1.04 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.

1.05 TEMPORARY TAXIWAY CLOSURE

A. Place low profile barricades at each end of the closed taxiway segment. Barricades shall be marked with diagonal, alternating orange and white stripes, and supplemented with either steady burning or flashing red lights. Flashers must meet luminance requirements of the State Highway Department and mounted on barricades and spaced at no more than 10 feet. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations.

B. Barricades are not permitted in any active safety area or on the runway side of a runway hold line.

C. Spacing of barricades must be such that a breach is physically prevented barring a deliberate act.

1. Barricades intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded.

2. Barricades intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles.

3. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished with ropes, securely attached to prevent FOD.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT & 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, & 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 MATERIALS CONTROL

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

3.05 OCCUPATIONAL HEALTH AND SAFETY

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

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

All work specified in this Section shall not be measured nor paid for separately but shall be considered incidental to item 01561.1, Construction Site Pollution Controls.

END OF SECTION

SECTION 01561 – CONSTRUCTION SITE POLLUTION CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

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

C. This Section also applies to construction support activities including concrete or asphalt batch plants, rock crushing plants, equipment staging yards/areas, material storage areas, excavated material disposal areas, borrow areas, waste management facilities, sanitary facilities, material storage areas, and temporary equipment fueling locations, regardless of their proximity to the Airport Property and State Right-of-Way. For areas serving multiple construction projects or operating beyond the completion of the construction project in which it supports, the Contractor shall be responsible for securing the necessary permits, clearances, and documents, and following the conditions of the permits and clearances, at no cost to the State.

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

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

1.03 REFERENCES

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

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

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

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

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

4. DOTA Industrial 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 SWPPP: The Contractor shall submit a SSBMP Plan (for projects disturbing less than one acre) or SWPPP (for projects disturbing one acre or more) using the latest DOTA template for acceptance by AIR-EE. If a SSBMP Plan or SWPPP was prepared by the Designer, the Contractor shall revise the plan using the latest template to include additional information required of the Contractor and any changes the Contractor proposes. The SSBMP Plan or SWPPP shall include site-specific temporary BMPs

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

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

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

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

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

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

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

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

E. Documentation: A copy of the accepted original or amended SSBMP Plan or SWPPP, with the signed certification by the authorized representative filed with DOH for SWPPPs, shall be kept on site or at an accessible location so that it can be made available at the time of an on-site inspection, or upon request by the Engineer, AIR-EE, DOTA's designated authorized representative, and/or DOH/EPA Representative.

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

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

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

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

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

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

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

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

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

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

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

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

3.02 CONSTRUCTION REQUIREMENTS

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

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

C. Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff, and wind before the end of each work day. Coordinate and schedule the work to the maximum extent possible to minimize the amount of exposed or disturbed surface area of earth material.

D. Install and maintain stabilized construction entrances/exits, including any wheel washes, to minimize tracking of dirt and mud onto roadways, sidewalks, and other paved areas. Restrict traffic to stabilized construction entrance areas only. Clean dirt, mud, or other material tracked onto the road, sidewalk, or other paved area by the end of the same day in which the track-out occurs. If tracking is excessive or sediment is being transported farther along the pavement or sidewalk by other vehicles traveling outside of the construction site, conduct cleaning and sweeping immediately. Modify stabilized construction entrances/exits, as needed, to prevent mud from being tracked onto road. Stabilize entire access roads if necessary.

E. Maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas within the project limits free from dust that would cause a hazard to the work, airport

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

F. Cover exposed surfaces of materials completely with tarpaulin or a similar device when transporting aggregate, soil, excavated material, or other materials that may be a source of fugitive dust.

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

1. Hydromulching cuts and fills that may erode.

2. Installing check dams or other silt control devices.

3. Other methods acceptable to AIR-EE.

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

I. Disturbed Area Stabilization: Immediately initiate stabilization of exposed soil areas upon completion of land-disturbing activities for areas where disturbance has permanently or temporarily ceased on any portion of the site. Land-disturbing activities have permanently ceased when clearing and excavation within any area of the construction site that will not include permanent structures has been completed. Land-disturbing activities have temporarily ceased when clearing, grading, or excavation within any area of the site will not resume for a period of 14 or more calendar days, but such activities will resume in the future. The term "immediately" is used in this Section to define the deadline for initiating stabilization measures. "Immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the land-disturbing activities have temporarily or permanently ceased.

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

a. For projects with an NPDES Construction Permit:

i. 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.

ii. 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	Units
01561.1	Construction Site Pollution Controls	Lump Sum

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

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

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

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

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

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

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

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

Appendix A. Liquidated Damages Schedule for Non-Compliances

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

Non-Compliance	Amount
Failure to have an accepted amendment to the SSBMP Plan or an accepted amendment to the SWPPP prior to implementing changes to previously accepted BMPs. Note: Advance review and acceptance can be provided to satisfy this non-compliance. However, for projects with an NGPC or NPDES permit, the written amendment shall still be formally submitted for certification and signature by the authorized representative identified in the NGPC or NDPES Permit.	$2,000 per calendar day per violation.
Failure to conduct required inspections.	$1,000 for each of the first ten violations, $2,500 for each of the next ten violations, $5,000 for each subsequent violation.
Failure to maintain required records such as BMP inspection reports, rain gauge data logs, etc.	$500 per calendar day for the first ten days of each violation, $1,000 per calendar day for the next ten days of each violation, $2,500 per calendar day for each subsequent day of violation.
Any violation resulting in a polluted discharge.	Up to $25,000 per calendar day per violation.
Note: Liquidated Damages shown in the Table shall be assessed at the discretion of the DOTA.	

Assessment of Liquidated Damages for Non-Compliance:

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

Liquidated Damages may be assessed for the following:

- Non-compliances listed in the Table, herein, included in Appendix A.

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

The number of days used for the liquidated damages calculations shall start on the day that the non-compliance was required to be corrected and shall end on the day that the non-compliance is corrected and accepted. If DOTA's personnel are not able to go out in the field to verify that the BMP deficiencies are corrected in the timeframe specified, the Contractor can send photographs showing the corrected deficiency via e-mail to the DOTA Engineer and AIR-EE along with documentation on how the deficiency was corrected. The DOTA Engineer and AIR-EE may visit the site to verify the corrective actions are acceptable. If the corrective actions are acceptable, then the clock stops on the day that the documentation was received.

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

END OF SECTION

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

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

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

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

D. The Contractor shall follow the State of Hawaii, Department of Transportation, Airports (DOTA) Programmatic Environmental Hazard Evaluation and Environmental Hazard Management Plan (DOTA EHE-EHMP). References to the Site-specific Construction-Environmental Hazard Management Plan (C-EHMP) do not apply unless contamination is identified during construction that warrants additional plans, if directed by DOH.

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

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

G. Should the Contractor deviate from the DOTA EHE-EHMP or Site-Specific EHMP, the Contractor shall be responsible to prepare or modify any existing Hawaii Department of Health (DOH) required C-EHMP. Any planned deviation

from construction EHMPs will require written notification to and approval by DOH and the DOTA Engineering Branch, Environmental Section (AIR-EE) prior to implementation. The Contractor shall detail deviations from standard practices and explain how those deviations will be protective of human health and the environment.

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

1. Petroleum-related Hydrocarbons, e.g., TPH-g, TPH-d, TPH-o, BTEX, and PAHs

2. Constituents of light distillate fuels and/or Chlorinated Solvents (together considered volatile organic compounds or VOCs)

3. Polychlorinated Biphenyls (PCBs)

4. Pesticides, e.g., Chlordane, Dieldrin

5. Metals, e.g., Arsenic, Barium, Cadmium, Total Chromium, Lead, Mercury, Selenium, and Silver

6. Per- and Polyfluoroalkyl Substances (PFAS)

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

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

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

The Contractor shall coordinate with AIR-EE, as well as have any C-EHMP approved by the HEER Office, prior to the start or continuation of any related ground disturbing activities.

1.03 REFERENCES

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

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

1. DOTA EHE-EHMP

2. DOTA Construction Best Management Practices (BMP) Manual

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

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

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

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

4. HEER Office Construction EHMP Template.

C. State of Hawaii Administrative Rules, Title 11, DOH
https://health.hawaii.gov/opppd/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

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

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

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

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

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

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

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

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

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

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

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

1.04 SUBMITTALS

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

1. Preconstruction Submittals:

   a. Final Contractor C-EHMP reviewed and approved by AIR-EE and the HEER Office.
   b. Notification to DOH HEER Office at least 90 calendar days prior to disturbing contaminated soil at “HEER Sites”.
   c. Written request to deviate from the DOTA EHE-EHMP or Site-Specific EHMP for review and approval by DOH and AIR-EE.

2. Construction Submittals:

   a. Revised C-EHMP reviewed and approved by AIR-EE and the HEER Office.
   b. Written request to deviate from the DOTA EHE-EHMP or Site-Specific EHMP for review and approval by DOH and AIR-EE.
   c. Release Notification to DOTA and HEER Office.
   d. Spills/Leaks reporting
   e. UST Removal Report

3. Post-construction Submittals:

a. Project Close-out Report submitted within 30 calendar days after work is completed.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 GENERAL WORK PROCEDURES

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

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

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

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

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

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

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

H. Contractor shall report construction activities in areas with contaminated soil or groundwater in accordance with an applicable C-EHMP or the DOTA EHE-

EHMP. Contractor shall coordinate with the DOH HEER Office, the Engineer, and AIR-EE.

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

3.02 PRECONSTRUCTION REQUIREMENTS

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

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

   a. Procedures, engineering controls, and methods the Contractor will use during the excavation, soil stockpiling and segregation, temporary storage, testing, handling, treatment, backfilling, and disposal of contaminated media, work area isolation, construction barriers, dust control, decontamination, and emergency management.
   b. Names of the Contractor's and their subcontractor's qualified personnel who will be supervising or managing contaminated materials at the site. Include the personnel's phone number and qualifications.
   c. Name(s) of the Contractor's QEP, including their qualifications.
   d. Proposed schedule of work.
   e. Location map of temporary contaminated stockpiles and other contaminated media storage, including infrastructure such as pipes and appurtenances, if applicable.
   f. All documents required as part of the appendices to the DOTA EHE-EHMP (e.g., health and safety plan and completing the management plans in the appendices) or C-EHMP applicable appendices (e.g., health and safety plan, construction material documents, etc.).

3.03 CONSTRUCTION REQUIREMENTS

A. Soil Excavation and Stockpiling:

1. Notify the DOH HEER Office at least 90 calendar days prior to disturbing contaminated soil at "HEER Sites" utilizing the HI DOH e-Permitting System - Notification of Construction Activities (HEER Office). Version 1.7 (hawaii.gov) or most recent version available. Obtain AIR-EE's review and concurrence prior to submittal to DOH.

2. The disturbance of contaminated media shall be performed in accordance with the DOTA EHE-EHMP or the Contractor's approved C-EHMP, where applicable. The HEER Office and AIR-EE shall be immediately notified if

contaminated media not previously known or anticipated is encountered. The HEER Office will determine whether additional sampling is required. The Contractor shall provide a location map with Global Positioning System (GPS) coordinates and approximate depth below ground surface at which contaminated media were encountered to the Engineer and AIR-EE.

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

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

B. Soil Testing and Disposal:

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

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

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

For the purposes of this Section "off-site" is defined as any location outside of the established project construction boundary from which excavated soil was generated. There are two off-site soil disposal/reuse categories applicable to this

Section: (1) Off-site within the Airport Boundary, and (2) Off-site and outside of the DOTA Airport Property. “On-site” refers to within the construction project boundary from which excavated soil was generated.

1. For off-site soil reuse within the airport boundary:

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

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

    a. The Contractor shall confirm and comply with the disposal/receiving facility’s testing requirements, as well as their standards for disposal/reuse.
    b. Soil that is a regulated hazardous waste shall be disposed at an approved United States Environmental Protection Agency (EPA) regulated facility.
    c. Soil that is above the DOH Tier 1 EALs for commercial/industrial use but not a regulated hazardous waste shall be disposed of at a DOH or EPA permitted disposal facility (i.e., landfill).
    d. Soil that is below the Hawaii Department of Health (DOH) Tier 1 Environmental Action Levels (EAL) for unrestricted use may be reused at an appropriate location as approved by the Engineer and AIR-EE.
    e. For any contaminated media removed from Airport property to an approved facility, the Contractor shall be responsible for its legal transport and disposal. Contractor shall provide to the Engineer copies of any soil disposal receipts.

3. For on-site soil reuse:

    a. The Contractor shall representatively test all soils designated for on-site reuse. Testing can occur either *in situ* prior to excavation or after excavation. Soil that does not exceed applicable DOH Tier 1 Environmental Action Levels (EAL) for unrestricted use may be reused on-site (within construction site boundaries) with AIR-EE approval.
    b. Soil with contaminants that exceed DOH Tier 1 EALs may be approved for on-site (within construction site boundaries) reuse with written approval from AIR-EE and when the following conditions are met:

        i. Contaminated soil is reused within other contaminated areas in the proximity of its original location and for which a

long term EHE-EHMP has been established and (if necessary) can be readily modified to accommodate that change in site conditions.

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

iii. Contaminated soil is reused at an elevation above the tidally influenced high water table, and at least one foot below the finish surface grade, with the most contaminated soil placed at the bottom of the excavation and cleanest soil toward the ground surface. A minimum of one foot of clean soil shall comprise the final, top backfill layer and, unless waived by DOTA and DOH, an impervious layer shall cap this top layer.

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

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

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

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

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

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

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

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

conducted by copying the Engineer and AIR-EE on all correspondence and copies of correspondence provided upon request.

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

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

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

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

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

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

    a. Location relative to fixed landmarks, including GPS coordinates. Provide a location map that shows the UST and pipelines that were encountered. The map shall include a North arrow and a scale.
    b. Depth, diameter, length, and type of piping. Describe the condition of the pipe.
    c. Volume and type of fuel or product, including analytical laboratory reports for the product recovered.
    d. Beginning and ending fluid levels, if applicable.
    e. Flow rates, if applicable.
    f. Direction of flow.
    g. Detailed photographs.
    h. Detailed description of actions taken following the discovery, such as cutting, product removal, and disposal.

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

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

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

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

E. Reporting requirements:

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

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

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

3.04 POST-CONSTRUCTION REQUIREMENTS

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

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

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

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

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

5. Any results from air monitoring.

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

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

    a. A copy of the signed agreement from the receiving facility acknowledging the sample test results and indicating acceptance of the soil.
    b. Documentation of the quantity of soil received by the facility.
    c. Copies of the test results of the soil sampling.
    d. All certifications, disposal forms, waste manifests, and summary logs.

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

    a. Copies of the test results of the soil sampling.
    b. The quantity of soil that was re-used.
    c. Location map of the re-used soil. Include GPS coordinates of its emplaced limits.
    d. A brief description of the purpose of the reused soil (e.g., general fill, utility trench backfill material, etc.). Include the depth and thickness of its placement.

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

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

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work specified in this Section will be paid through the Allowance Item No. noted below.

Item No.	Item	Units
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

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

AIRPORTS

SPECIFICATIONS

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

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 award of the 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 Special Provisions, Paragraph 8.21 – "OPERATION OF CONTRACTOR'S MOTOR VEHICLE AND PERSONNEL IN RESTRICED 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 award of the Contract. Only authorized personnel working on this project shall be allowed to obtain badges. The Contractor shall be responsible to pay for all costs associated with complying with airport security requirements, including obtaining airport security identification badges.

Currently, the fee to obtain a new airport identification badge is $60.00, but due to the changing fee structure of these services, the Contractor shall inquire with the Kahului Airport Pass & ID office at (808) 872-3874. For other Airport Districts cost inquiries should be made the District Manager's office.

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

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

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

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF PAYMENT

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

Item No.	Item	Units
01565.1	Security Measures	Allowance

Posting of security guards required by the State shall be paid for under an allowance item in the Proposal Schedule. 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.

END OF SECTION

SECTION 01580 - TEMPORARY FACILITIES AND UTILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES DURING CONSTRUCTION

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

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

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

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

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01700 – MOBILIZATION AND DEMOBILIZATION

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 REFERENCES

“Hawaii Standard Specifications for Road, Bridge, and Public Works Construction, 2005,” are hereby incorporated into and made a part of these specifications by reference unless otherwise modified hereinafter.

1.03 MOBILIZATION

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

1.04 DEMOBILIZATION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

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

and the bidder's proposal shall be deemed to have been submitted for the amounts as reduced and adjusted in accordance herewith.

B. Demobilization will not be measured for payment.

4.02 BASIS OF PAYMENT

A. Mobilization will be paid for at the Contract Lump Sum Price.

Item No.	Item	Units
01700.1	Mobilization, assuming use of the 2026 barge at no cost to the Contractor (Not to exceed 6% of sum of all items, excluding this item and allowances)	Lump Sum
01700.2	Demobilization, using Contractor-supplied transport	Lump Sum
01700.3	Cost Variability for Shipping	Allowance

B. Partial payment will be made as follows:

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

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

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

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

END OF SECTION

DIVISION 2 – SITE CONSTRUCTION

SECTION 02210 – SELECTIVE DEMOLITION

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. Extent of selective demolition work is indicated on the drawings. Selective demolition work includes, but is not limited to, selective demolition, removal, and subsequent disposal of all materials indicated or required to be removed.

B. It shall be the responsibility of the Contractor to examine the project site and determine for himself the existing conditions.

C. Execute all work in an orderly and careful manner with due consideration for all items of work to remain.

D. Obvious conditions which exist on the site shall be accepted as part of the work, even though they may not be clearly indicated on the Drawings and/or described herein, or may vary therefrom.

E. All debris of any kind accumulated from the work of this Section shall be disposed off the site.

F. Protect all building interior at all times from damage during construction work. Coordinate with roofing work to provide temporary cover, weather protection, waterproofing, etc. as required over unfinished work area at the end of each day and during rain to prevent damage.

G. Schedule construction work in sections or phases to be able to protect exposed area from rain damage.

H. Protect all existing conditions surrounding the work area, including, but not limited to, walkways, parking, landscaping, etc. at all times from damage.

I. Any damage as a result of demolition work and any neglect to provide protection shall be fixed new at Contractor's own expense.

J. Demolish and remove materials as indicated on the drawings and as required to perform work under this project.

K. Carefully remove and salvage, relocate, or return to the State as indicated on the drawings.

L. Remove/relocate existing furniture, equipment, pictures, signage, blinds, etc. as required to perform demolition work. Return all items to its original location, unless otherwise indicated or directed by the Engineer, after completion of work.

M. Permits, Notice, Etc.:

1. The Contractor shall procure and pay for all necessary permits or certificates that may be required in connection with this work.

2. The Contractor shall serve proper notice and consult with the Engineer regarding any temporary disconnections of waterline or other utility lines in the area which may interfere with the removal work, and all such lines where necessary shall be properly disconnected or relocated before commencing with the work.

1.03 SUBMITTALS

A. Submit in accordance with Section 01300 - SUBMITTALS.

B. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work for review prior to commencement of work. Include coordination for temporary shut-off and continuation of utility services as required, together with details for dust and noise control protection.

1.04 REFERENCES

Refer to the following section of the State Standard Specifications for Road and Bridge Construction, 2005, and subsequent Special Provisions as applicable to the County of Maui.

A. Section 629 – PAVEMENT MARKINGS

1.05 JOB DESCRIPTIONS

A. Condition of Structure: The State assumes no responsibility for actual condition of items or portions of pavement or other items to be demolished.

B. Existing Conditions: Conditions existing at time of commencement of contract will be maintained by the State insofar as practicable.

C. Occupied Spaces: Do not interfere with use of occupied spaces. Maintain free and safe passage to and from occupied spaces.

D. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor, may be removed from structure as work progresses. Transport salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.

E. Explosives: Use of explosives will not be permitted.

F. Utility Services: The existence of above and below ground and exposed and concealed utility lines other than those shown on the drawings is not definitely known. Should any other utility lines be encountered, the Contractor shall immediately notify the Engineer and follow his direction as to procedure. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations. Do not interrupt existing utilities serving occupied building or facilities, except when authorized in writing by the Engineer. Outages and interruptions must be accepted in advance by the Engineer. Submit written notice of outages and interruptions not less than fourteen days in advance of intended outage. Report damage, however slight, immediately. Do not repair or reconstruct any pipe, conduit, or installation without authorization, except perform emergency repairs immediately.

G. Dust Control:

1. Keep dust within acceptable levels at all times, including non-working hours, weekends and holidays, in conformance with Hawaii Administrative Rules, Title 11, Department of Health, Chapter 60.1, Air Pollution Control, latest edition as amended.

2. Mechanical dry sweeping not permitted. Vacuuming, wet mopping, approved limited dry hand, wet or damp sweeping is acceptable.

3. During loading operations, water down debris and waste materials to allay dust.

4. The method of dust control and all costs incurred thereof shall be the responsibility of the Contractor.

H. Noise Control:

1. Noise shall be kept within acceptable levels at all times in conformance with Hawaii Administrative Rules, Title 11, Department of Health, Chapter 46 - Community Noise Control, latest edition as amended. The Contractor shall obtain and pay for community noise permit from the State Department of Health when the construction equipment or other devices emit noise at level exceeding the allowable limits.

2. All internal combustion engine powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.

3. Conform to noise control related to events at the project site or adjoining facilities as directed by the Engineer.

I. Other Controls:

1. Wherever trucks and/or vehicles leave the site and enter surrounding paved streets, the Contractor shall prevent any material from being carried onto the pavement. Waste water shall not be discharged into existing streams, waterways, or drainage systems such as gutter and

catch basins unless treated to comply with Department of Health pollution regulations.

2. Trucks hauling materials shall be covered as required by PUC regulation. Trucks hauling fine materials shall be covered.

J. Existing Conditions: The Contractor shall be responsible for protection of existing conditions for the entire duration of the project. Damage to the existing conditions as a result of the work of this Section shall be corrected at Contractor's own expense.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 INSPECTION

Prior to commencement of selective demolition work, inspect areas in which work will be performed. Inventory existing conditions of structure surfaces, equipment or surrounding properties which could be misconstrued as damage resulting from selective demolition work; photograph, video or otherwise document and file with the Engineer prior to starting work.

3.02 SELECTIVE DEMOLITION

A. Perform selective demolition work, including all improvements indicated on the drawings, in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.

1. Demolish concrete in small sections. Cut concrete at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.

2. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction. All dust shall be suppressed by a fog spray or other approved method.

B. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to the Engineer in written, accurate detail. Pending receipt of directive from the Engineer rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.03 PROTECTIONS

Provide temporary barricades and other forms of protection as required to protect the general public from injury due to selective demolition work.

A. Erect temporary barricades as required, to prevent people from entering into project area to the extent as approved by the Engineer. The extent of barricade may be adjusted as necessary with the approval of the Engineer. This work shall be accomplished at Contractor's own expense.

B. When necessary, the Contractor shall provide, erect and maintain lights, barriers, etc., as required by traffic and safety regulations with special attention to protection of life.

C. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or elements to be removed, and adjacent facilities or work to remain.

D. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

E. Life safety procedures and provisions shall be in conformance with all applicable Federal, State, and City and County regulations, including OSHA.

F. Remove protections at completion of work.

3.04 DAMAGES

Provide temporary barricades and other forms of protection as required to protect the general public from injury due to selective demolition work.

3.05 TRAFFIC

A. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from the Engineer. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations, as directed by the Engineer.

B. Buildings and facilities which are essential for public use for the construction period shall be provided with safe pedestrian passageways around the construction site as per ADAAG 201.3, 206, and ADAAG Chapter 4.

3.06 DISPOSAL OF DEMOLISHED MATERIALS

Remove debris, rubbish, and other materials resulting from demolition operations from building site daily. Transport and legally dispose of materials off site. Burning of removed materials is not permitted on project site.

3.07 HAZARDOUS MATERIALS

If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

3.08 MATERIAL STORAGE

Removed items to be re-installed by the Contractor shall be stored in a secured area. The Contractor shall be responsible for all items and shall replace any missing items at his own expense.

3.09 CLEAN-UP AND REPAIR

A. Upon completion of demolition work, remove tools, equipment, and demolished materials from site.

B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

C. Where exposed existing surfaces and/or materials are damaged or left unfinished by the removal work, the resultant exposed unfinished surfaces shall be repaired, patched, filled or finished to match the adjoining existing surfaces. Where the method of repair work is not indicated or specified, the Contractor shall perform the repair work in accordance with the best recognized workmanlike procedure.

D. All existing grass areas disturbed or damaged due to construction or ingress or egress to the site shall be repaired to its original conditions. Grass areas shall be recultivated, topsoiled, and then grassed with the same kind and type of material as existing.

E. Trenches, holes, depressions, and pits left by the removal of miscellaneous improvements shall be backfilled with suitable material and compact to 95% maximum dry density as determined by ASTM D 1557.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this Section will be measured and paid for as the units shown below except for Unforeseen Conditions will not be measured for payment.

Item No.	Item	Units
02210.1	Removal of Existing Traffic Pattern Indicator	Each
02210.2	Unforeseen Conditions	Allowance

The allowance is an estimate and the amount shall not exceed the maximum amount shown in the proposal schedule.

END OF SECTION

SECTION 02750 – PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

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 requirements relating to furnishing pavement markings and temporary runway and taxiway closure markings.

1.03 SUBMITTALS

A. Submit in accordance with Section 01300 – SUBMITTAL PROCEDURES.

B. Manufacturer's Catalog Data: Submit the catalog data and material Safety Data Sheet for paints.

C. Certificate of Compliance: Submit for all materials.

1.04 REFERENCES

The following FAA Advisory Circulars or later versions and FAA Regulations specify these requirements:

AC 150/5340-1M	Standards for Airport Markings
AC 150/5345-55A	Specifications for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
AC 150/5370-2G	Operational Safety on Airports During Construction
AC 150/5370-10H	Standard Specifications for Construction of Airports

1.05 DELIVERY AND STORAGE

Deliver paints and paint materials in original sealed containers that plainly show the designated name, specification number, batch number, color, date of manufacture, manufacturer's directions, and name of manufacturer. Provide storage facilities at the jobsite for maintaining materials at temperatures recommended by the manufacturer.

1.06 WEATHER LIMITATIONS

Apply paint to clean, dry surfaces, and unless otherwise accepted by the State, only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Maintain paint temperatures within these same limits.

1.07 TEMPORARY RUNWAY AND TAXIWAY CLOSURE

A. For temporarily closed runways, the Airport Operator has two options to provide a visual indication that a runway is temporarily closed.

1. Raised-Lighted “X” on each runway end, similar to WANCO X-Marker L-893(L) Runway Closure Marker or approved equal and shall conform to the requirements specified in AC 150/5345-55A.

a. Environmental Requirements

i. Operating at a temperature between -40 degrees F to 130 degrees F
ii. 95 percent relative humidity
iii. Withstand a minimum wind speed of at least 40 mph without adversely affecting the aiming or operation.
iv. Exposure to solar radiation.

b. Performance Requirements

i. Be a portable unit that can be quickly towed to and from the runway.
ii. Consist of light sources that transmit an aviation white color per SAE-AS25050. Light sources must be arranged in the shape of a letter “X” with arms crossed at an appropriate angle to make the “X” readily discernible. Arms must be painted yellow on all sides.
iii. Be energized by a portable power supply capable of a minimum of 24 hours continuous operation. Light unit must also accept 120 volts alternating current external power when available on the airfield.
iv. Simultaneously flash all light sources mounted on the X at a rate of 2.5 seconds on (± 20%) and 2.5 seconds off (±20%).
v. Be able to switch between day and night intensities.
vi. Provide a minimum day effective intensity of 70,000 candela (cd) at the beam center, 34,000 cd at 10 degrees radius, 13,000 cd at 15 degrees radius. The minimum night effective intensity must be 2,000 cd at beam center, 970 cd at 10 degrees radius, and 370 cd at 15 degrees radius.
vii. Provide fail-safe protection to ensure that the unit stays on as continuous light if the flasher unit fails.
viii. Include an operations placard placed in a conspicuous location that instructs operators to visually check the operation of the device every two hours.
ix. Provide means of adjusting and leveling to allow tilting to an optimum angle of 5 degrees from vertical.
x. Provide a minimum lighting arrangement with at least 9 light sources equally spaced.
xi. Be set up by one person in less than 5 minutes.

c. Materials and Finish

All components must be suitable for the intended purpose and adequately protected against corrosion. The components must have adequate capacity and must not be operated in excess of the component manufacturer's recommended rating. All surfaces of the assembly must be smooth without burrs or sharp edges.

d. Equipment Qualification Requirements

i. Visual Examination Test
ii. Photometric Test
iii. Operational Test
iv. Wind Load Test
v. High Temperature Test
vi. Low Temperature Test

2. "X" Marker at each end of the runway over the runway designator markings or when required by construction activity, just off the runway end.

a. The marker is yellow in color.
b. The marker shall be made out of easily removable material such as plywood, fabric, or similar materials. The marker shall be properly secured using an anchoring device to prevent movement by prop wash, jet blast, or wind currents and shall have minimal damage to pavement.
c. If there are visibility issues with the marker, a temporary 6" black border can be provided.

B. Methods for temporary runway closure shall be applied for temporary taxiway closure. If 'X' marker is used for temporary taxiway closure, barricades shall be implemented per Section 01533 – BARRICADES.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Paints shall conform to the requirements of AC150/5340-1M, Standards for Airport Markings and AC 150/5370-10H Standard Specifications for Construction of Airports.

1. White paint shall be preformed thermoplastic and Federal Standard 595 Color Number 37925.

2. Yellow paint shall be preformed thermoplastic and Federal Standard 595 Color Number 33538 or 33655.

3. Red paint shall be preformed thermoplastic and Federal Standard 595 Color Number 31136.

4. Black border paint shall be waterborne or solvent base and Federal Standard 595 Color Number 37038.

B. Glass Beads shall be Type I and shall conform to the requirements of AC150/5340-1M, Standards for Airport Markings and AC 150/5370-10H Standard Specifications for Construction of Airports

2.02 EQUIPMENT

A. All equipment, tools and machinery used in the performance of the work covered by this section of the specifications shall be suitable for pavement markings installation and removal, and shall be maintained in satisfactory operating condition at all times.

B. Paint Applicator: Provide hand-operated push-type applicator machine of a type commonly used for application of paint to pavement surfaces. Paint applicator machine shall be acceptable for marking parking areas. Applicator machine shall be equipped with the necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at coverage specified.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

A. New asphalt concrete pavement shall be allowed to cure for a period of not less than seven days before the application of marking materials unless directed otherwise by the State.

B. Dust, clay, silt and sand shall be removed from the pavement to be marked before application of pavement marking by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required. Rubber deposits, surface laitance and other substances adhering to the pavement shall be removed with stiff brooms, scrapers, wire brushes, sandblasting or mechanical abrasion.

3.02 APPLICATION

A. Application shall conform to the requirements of AC150/5340-1M, Standards for Airport Markings and AC 150/5370-10H Standard Specifications for Construction of Airports.

B. Maximum application rate for black solvent base paint is 55 ft^2/gal.

3.03 INSPECTION AND ACCEPTANCE

Pavement marking will not commence in any area until pavement surfaces have been inspected, and the State's acceptance is given to the Contractor to proceed. Such approval will be obtained each day and after periods of precipitation. Areas found to be deficient in accordance with this specification will be rejected and complete replacement will be required. Completed work will meet the State's acceptance in all respects. Final

acceptance will be contingent upon conformance with specification requirements outlined in this specification.

PART 4 - MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

The Engineer will measure pavement marking per linear foot in accordance with the contract documents. Longitudinal pavement markings will be measured per linear foot as a single stripe for the width specified in the contract and in the proposal. The Engineer will not include longitudinal gaps in the measurement.

Work under this Section will be measured and paid for as the units shown below except for Unforeseen Conditions will not be measured for payment.

Item No.	Item	Units
02750.1	Pavement Marking Removal	Each
02750.2	Temporary Runway Closure Marker	Each
02750.3	Temporary Taxiway Closure Marker	Each
02750.4	White Preformed Thermoplastic Paint with Type I Glass Beads	Square Foot
02750.5	Yellow Preformed Thermoplastic Paint with Type I Glass Beads	Square Foot
02750.6	Red Preformed Thermoplastic Paint with Type I Glass Beads	Square Foot
02750.7	Black Border Waterborne or Solvent Base Paint	Square Foot

END OF SECTION

DIVISION 3 – CONCRETE

SECTION 03300 – CONCRETE

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

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

Work includes all labor, materials, testing, and inspection, equipment and incidentals required to complete the work under this section as shown on the Drawings and as herein specified.

1.03 SUBMITTALS

The Contractor shall submit concrete mix design for approval.

1.04 REFERENCES

Refer to the following section of the State Standard Specifications for Road and Bridge Construction, 2005, and subsequent Special Provisions as applicable to the County of Maui.

A. Section 711 – CONCRETE CURING MATERIALS AND MIXTURES.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Portland cement shall conform to the requirements of ASTM C150, Type I, for all concrete work.

B. Concrete Aggregates

1. Fine aggregates shall be calcareous or basalt sands, or a combination thereof. They shall meet the grading requirements of ASTM C33 unless the concrete producer can provide past data that show that a proposed non-conforming gradation will produce concrete with the required strength and suitable workability.

   If manufactured sands are used in the concrete mix, the Contractor may select and use a water-reducing and/or an air-entraining admixture as specified hereinafter to provide satisfactory workability in the concrete. The cement content of a mix shall be as specified hereinafter, and the use of an admixture shall in no way result in the reduction of the cement factor.

2. Coarse aggregates shall be crushed close-grained, blue lava rock meeting the grading requirements of sizes 57 or 67 (ASTM D448) or both. The maximum size of aggregate shall not be larger than 1/5 of the narrowest dimensions between sides of the forms of the member for which the concrete is to be used not larger than 3/4 of the minimum clear spacing between individual reinforcing bars or bundles of bars.

C. Concrete Reinforcement

1. Reinforcing steel shall be deformed bars conforming to AASHTO M31 bars, Grade 60.

2. Welded wire fabric for concrete reinforcement shall conform to AASHTO M55 or AASHTO M 221 and shall be galvanized only flat sheets of welded wire fabric reinforcing will be allowed.

3. Metal accessories such as spaces, chairs, ties, and other devices necessary for properly placing, supporting, and fastening reinforcement in place shall be provided. Chairs shall be galvanized. Annealed steel wire or not less than 16-gauge shall be used to secure reinforcement.

D. Water used in mixing concrete shall be potable.

E. Non-slip grit shall be an abrasive aggregate of silicon carbide or aluminum oxide.

F. Admixture, if used, shall conform to Section 711 – CONCRETE CURING MATERIALS AND MIXTURES.

G. Curing compound shall conform to Section 711 – CONCRETE CURING MATERIALS AND MIXTURES.

PART 3 - EXECUTION

3.01 DESIGN OF CONCRETE MIXES

A. All concrete throughout shall be either job or plant mixture in an approved type of power operated mixer that will ensure uniformity and homogeneity of the concrete produced.

B. Mixing at jobsite shall be done in accordance with ACI 614.

C. Ready-mixed and mixed-in-transit concrete shall be mixed to conform to the provisions of ASTM C94.

D. Concrete shall be mixed only in such quantity as is required for immediate use. No retempering will be permitted and concrete that has started to harden shall be discarded and promptly removed from the job.

E. Admixtures conforming to Paragraph 2.1 may be used in the concrete as recommended by the supplier and approved by the Engineer.

3.02 PLACING CONCRETE

A. No concrete shall be placed in the absence of the Engineer or his representative who shall be given one day advance notice of starting time of concrete pour.

B. Preparation

1. Concrete shall be placed upon clean, damp surfaces with no free water, or upon properly compacted fills but never upon soft mud or dry, porous earth.

2. Provide contraction joints at every 5'± and expansion joints at every 50'± for all concrete walkways, curbs, slabs, and swales.

3. Before depositing new concrete on or against concrete which has set, all accumulation or mortar splashed upon reinforcing steel and the surfaces of forms shall be removed and the forms shall be retightened. The surfaces of previously set concrete shall be thoroughly roughened and cleaned of all foreign matter and laitance, saturated with water, and slushed with a coat of cement grout. New concrete shall be placed before the grout has attained its initial set.

C. Conveying

1. Concrete shall be conveyed from mixer to forms as rapidly as practicable by methods that will prevent segregation.

2. Concrete shall be deposited as nearly as practicable in its final position. Extensive spading as a means of transportation shall be avoided and in no case shall vibrators be used to transport concrete inside forms.

3. Open troughs and chutes shall have a slope not to exceed 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting the slope requirements may be used provided they discharge into a hopper before distribution.

4. The concrete shall not be allowed to drop freely more than six feet except where specifically authorized by the Engineer. When placing operations would involve the dropping of concrete from a height of more than six feet it shall be conveyed through pipes or flexible drop chutes.

5. If any appreciable segregation occurs through the conveying methods employed, their use shall be ordered discontinued by the Engineer and some other satisfactory method of placing concrete shall be used.

6. All chutes, troughs, pipes and other means of conveyance shall be kept clean and free from coatings of hardened cement or concrete by thoroughly cleaning with water and chipping after each pour. Water used for flushing shall be discharged away from the vicinity of the concrete or forms already in place.

D. Depositing

1. Unless adequate protection is provided, concrete shall not be placed during rain. Rainwater shall not be allowed to increase the mixing water nor to damage the surface finish. Fresh concrete that has been deposited but has not attained its initial set shall be protected in the event of rain.

2. Placing of the concrete shall be started at the far end of work so that each batch will be dumped against previously placed concrete, not away from it.

E. Compaction

1. All concrete shall be consolidated by vibration so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honey-combing, pitting, or planes of weakness. All compaction shall be done by use of high frequency internal vibrators. Where the vibrator cannot be inserted into the concrete, compaction shall be done by spading, rodding, or forking.

2. Frequency of vibrator shall be not less than 7,000 impulses per minute. The Contractor shall provide a sufficient number of vibrators to properly consolidate all concrete immediately after placing. At least one standby vibrator shall be on hand at all times during placement of the concrete.

3.03 REINFORCEMENT

A. Reinforcing steel bars, wire and wire fabric shall be provided in the sizes, length and configurations as indicated on plans and shall be thoroughly cleaned, before placing, of loose mill scale, loose flaky rust, oil, and all coatings that will destroy or reduce bond. If necessary, they shall be cleaned again before placing of concrete. All items shall be fabricated, positioned, and secured in place as indicated in the plans and as herein specified. Annealed steel wire of not less than 16-gauge shall be used to secure reinforcement. Unless otherwise noted, cleaning, bending and placing of reinforcement shall be done in accordance with the standard practice of the Concrete Reinforcing Steel Institute.

B. Concrete or metal support and spacers shall be used to secure the proper spacing of reinforcement over formwork. Stirrups shall be accurately and securely wired to the bars at both top and bottom. At slabs, footings and beams in contact with earth, pre-cast concrete blocks (not bricks or hollow tile) shall be used to hold reinforcement at a proper distance above earth.

C. Bars shall be tied at all intersections, and distances from forms shall be maintained by means of pre-cast concrete blocks, ties, hangers or other approved supports.

D. Bars shall be bent cold to the shapes shown on the plans. Bends shall be made around a pin having a diameter not less than 6 times the bar diameter except that

for bars of larger than 1-inch diameter the pin diameter shall be 8 times the bar diameter. If required, bars may be bent in the field using a "hickey" bar.

E. All reinforcing steel bars shall be furnished in the lengths indicated on the plans. Splicing of bars, except where shown, will not be permitted without the approval of the Engineer.

3.04 CONCRETE SLABS ON GRADE

A. Concrete slabs on earth shall be placed over a structural fill as specified in another section.

B. All slabs shall be reinforced with 6 x 6 - W1.4 by W1.4 welded wire fabric unless otherwise shown or called for on the plans.

C. Care shall be taken in handling and placing the reinforcement as follows:

1. Reinforcing fabric shall not be rolled over by trucks, buggles or wheelbarrows, nor trampled to the extent that it is bent out of the plans of the fabric. Material which has been so bent that it cannot be laid out flat shall be rejected.

2. Reinforcing fabric shall be positively set, either prior to or during the placement of concrete, to the levels required within the slabs as indicated on the plans or as otherwise called for herein.

D. A bond-break filler shall be provided where edge of slab abuts any vertical surface and where indicated on plans. Width of filler strips shall equal depth of floor slab.

3.05 FINISHING OF SLABS

Broom Finish for Slabs: The concrete slabs shall be given a corase transverse scored texture by drawing a broom across the surface. The operation shall follow immediately after steel toweling.

3.06 REPAIR OF DEFECTS

A. After forms have been removed, any concrete which is not constructed as shown on the plans or is out of alignment or level beyond required tolerances or which shows a defective surface which in the opinion of the Engineer cannot be properly repaired or patched shall be removed.

B. Where concrete, which is exposed to view requires repairing or patching, the texture of the surface of such repair or patch shall closely match that of the surrounding surface.

3.07 CURING AND PROTECTION

A. All concrete shall be cured for a period of not less than seven (7) days by one of the methods listed below. During this curing period, the concrete shall be maintained with minimal moisture loss at a relatively constant temperature. Fresh concrete shall be protected from heavy rains, flowing water, mechanical injury, and injurious action of the sun. Curing method selected must be compatible with the finish to be applied to the concrete.

Curing shall immediately follow the finishing operation.

B. Water Curing: If cured with water, concrete shall be kept wet by mechanical sprinklers, by ponding, or by any other method which will keep the surfaces continuously wet.

C. Saturated Sand Curing: Surfaces cured with sand shall be covered with a minimum of one inch thickness of sand which shall be kept uniformly distributed and continuously saturated during the entire curing period.

D. Curing Compounds: Curing compounds shall not be used on concrete surfaces that are to receive paint finish, acid stain or resilient flooring, except those that are recommended by the manufacturer to be compatible with the applied finish. The Contractor shall submit to the Engineer a letter certifying that the curing compound is compatible with the applied finish. Application shall be in accordance with the manufacturer's recommendations. If curing, sealing or other compounds are used which are incompatible with applied finish, such compound shall be thoroughly removed by grinding with a terrazo grinder.

E. Waterproof Paper: Waterproof paper or opaque polyethylene film conforming to ASTM C171 may be used. The paper or film shall be anchored securely and all edges sealed or applied in such a manner as to prevent moisture escaping from the concrete.

3.08 SAMPLING AND TESTING

A. Sampling - ASTM C 172: Collect samples of fresh concrete to perform tests specified. ASTM C 31 for making test specimens.

B. Slump Tests - ASTM C 143: Take concrete samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cement ratio is not exceeded. Perform tests at commencement of concrete placement, when test cylinders are made, and for each batch (minimum) or every 10 cubic yards (maximum) of concrete.

C. Compressive Strength Tests - ASTM C 39: Make four test cylinders for each set of tests in accordance with ASTM C 31. Test one cylinder at 7 days, two cylinders at 28 days, and hold one cylinder in reserve. Provide concrete cylinders for compression tests not less than once a day, nor less than once for each 100 cubic yards of concrete, nor less than once for each 5,000 square feet of surface

for slabs or walls. If the average strength of the 28-day test cylinders is less than f'c and a maximum of one single cylinder is less than f'c minus 300 psi, take three ASTM C 42 core samples and test. If the average strength of the 28-day test cylinders is less than f'c and two or more cylinders are less than f'c minus 300 psi, take six core samples and test. Concrete represented by core tests shall be considered structurally adequate if the average of the three cores is equal to at least 85 percent of f'c and if no single core is less than 80 percent of f'c. Locations represented by erratic core strengths shall be retested. Remove concrete not meeting strength criteria and provide new, acceptable concrete at no additional cost to the State. Repair core holes with nonshrink grout. Match color and finish of adjacent concrete.

D. Testing: All sampling and testing shall be performed by an independent testing agency and all test results submitted to the Engineer for approval. All cost of sampling and testing shall be borne by the contractor.

3.10 CURB PAINTING

Paint shall conform to the requirements of HDOT Standard Specification Section 755 “Pavement Marking Materials”.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this Section will be measured and paid for as the units shown below except for Unforeseen Conditions will not be measured for payment.

Item No.	Item	Units
03300.1	4” Thick Concrete Slab	Cubic Yard
03300.2	White Paint on Concrete Slab	Square Foot

END OF SECTION

SECTION 03319 – JOINT SEALANT

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

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

Work includes all labor, materials, testing, and inspection, equipment and incidentals required to provide and install a resilient and adhesive joint sealing material capable of effectively sealing joints and cracks in rigid pavements.

1.03 SUBMITTALS

The Contractor shall submit manufacturer's product data for approval and list of proposed equipment to be used in performance of construction work a minimum of 30 days prior to use on the project.

1.04 REFERENCES

The following FAA Advisory Circulars or later versions and FAA Regulations specify these requirements:

AC 150/5370-10H Standards Specifications for Construction of Airports

PART 2 - PRODUCTS

2.01 MATERIALS

A. Joint sealant materials shall meet the requirements of ASTM D6690.

B. Use primers recommended by the manufacturer of the sealant if required.

C. Backer rod: The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant. The material shall have a water absorption of not more than 5% when tested in accordance with ASTM C509. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the crack.

D. Backup materials: Provide backup material that is a compressible, nonshrinking, nonstaining, nonabsorbing material, nonreactive with the joint sealant. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The material shall have a water absorption of not more than 5% of the sample weight when tested in accordance with ASTM C509. The backup material shall be 25 ±5% larger in diameter than the nominal width of the crack.

E. Bond breaking tapes: Provide a bond breaking tape or separating material that is a flexible, nonshrinkable, nonabsorbing, nonstaining, and nonreacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

PART 3 - EXECUTION

3.01 PREPARATION

Remove all debris, dirt, dust, saw-cuttings, and other foreign material from joint by an approved method. Collect and dispose of all removed material.

3.02 TIME OF APPLICATION

The pavement temperature shall be 50°F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

3.03 EQUIPMENT

A. Use equipment that meets sealant manufacturer's recommendations.

B. Tracker-mounted routing tool: Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

C. Concrete saw: Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified or for refacing joints or cleaning sawed joints where sandblasting does not provide a clean joint.

D. Sandblasting is not allowed.

E. Waterblasting equipment: Include with the waterblasting equipment a trailer-mounted water tank, pumps, high-pressure hose, wand with safety release cutoff control, nozzle, and auxiliary water resupply equipment. Provide water tank and auxiliary resupply equipment of sufficient capacity to permit continuous operations. The nozzle shall have an adjustable guide that will hold the nozzle aligned with the joint approximately one inch (25 mm) above the pavement surface. Adjust the height, angle of inclination and the size of the nozzle as necessary to obtain satisfactory results. A pressure gauge mounted at the pump shall show at all times the pressure in psi (kPa) at which the equipment is operating.

F. Hand tools: Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces.

3.04 INSPECTION

The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the State.

3.05 CLEAN-UP

Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

PART 4 – MEASUREMENT AND PAYMENT

4.01 BASIS OF MEASUREMENT AND PAYMENT

Work under this Section will be measured and paid for as the units shown below except for Unforeseen Conditions will not be measured for payment.

Item No.	Item	Units
03319.1	Joint Sealant Repairs	Allowance

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:	RESTRIPING OF THE RUNWAY AND TAXIWAY KALAUPAPA AIRPORT KALAUPAPA, MOLOKAI, HAWAII
PROJECT NO.:	CM5540-33
COMPLETION TIME:	ONE HUNDRED EIGHTY (180) Calendar days from the date indicated in the Notice to Proceed from the Department.
LIQUIDATED DAMAGES:	ONE HUNDRED FIFTY DOLLARS ($150.00) for each and every calendar day which the Contractor has delayed the completion of this project.
PROJECT MANAGER:	Mr. Jake Shiraki Department of Transportation Airports Division Daniel K Inouye Internation al Airport 400 Rodgers Boulevard, Suite 700 Honolulu, HI 96819-1880 Phone: (808) 838-8805 FAX: (808) 838-8017 Email: jake.l.shiraki@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 HRS §103D-405(d), 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 acknowledge that while preferences are considered in the evaluation of bids, the award of the contract will be in the amount of the bid offered exclusive of any preferences.

A. HAWAII BIDDER PREFERENCE

In accordance with HRS §103D-302, the Hawaii bidder preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a completed *Hawaii Bidder/Offeror Preference Certification Form* (Form SPO-081) at or before the time set for receipt of bids. Certifications submitted for previous or other solicitations will not be accepted.

( ) Yes, the Bidder elects to receive the Hawaii Bidder Preference and has included the Form SPO-081 with the bid.

B. APPRENTICESHIP AGREEMENT PREFERENCE

In accordance with HRS §103-55.6, the estimated value of this public works contract is $250,000 or more and the apprenticeship agreement preference is applicable to this solicitation for evaluation purposes only. Bidders desiring to qualify for the five per cent (5%) preference shall submit with their bid a complete, valid CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) ***for each apprenticeable trade*** the Bidder will employ on the project.

( ) Yes, the Bidder elects to receive the Apprenticeship Agreement Preference and has attached Certification Form(s) 1 for each apprenticeable trade the Bidder will employ for this project (excluding subcontractors).

By submission of this offer, the Bidder certifies that it has indicated **all apprenticeable trades that Bidder will employ** for this project (excluding subcontractors) by listing the applicable trades below:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

(Attach additional sheet if necessary.)

Form 1 Required. Failure to submit a valid Form 1 with the bid for every apprenticeable trade that Bidder will employ on the project will result in the preference being denied, regardless of whether the trade is listed above. If a Form 1 is submitted for a trade that is not listed above, the Form 1 will take

precedence over the listing and may be used to qualify Bidder for the preference.

Form 2 Required. If awarded the contract with the Apprenticeship Agreement Preference applied, then for the duration of the contract, the Bidder **shall** certify each month that work is being conducted on the project that the Contractor continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on the Certification Form 2 and submitted to the HDOT.

Failure to comply with the requirements of the Apprenticeship Agreement Preference program will subject the Contractor to sanctions pursuant to HRS §103-55.6.

C. HAWAII PRODUCTS PREFERENCE

Hawaii Products Preference shall not apply to this solicitation.

D. RECYCLED PRODUCT PREFERENCE

Recycled Product Preference shall not apply to this solicitation.

STATE OF HAWAII
Hawaii Bidder/Offeror
Preference Certification Form
(As Defined in HRS103D-1001)

I, _____, _____ of
(Authorized Officer's Name) (Office or Position Held)

_____, certify the following:
(Name of Bidder/Offeror)

(1) That the Bidder/Offeror holds a valid commercial place of business located in the State of Hawaii at the following address:

_____

_____,

and that the above-named office was opened on the following date: _____,

and has been staffed by the Bidder/Offeror or an employee of the Bidder/Offeror for not less than two (2) consecutive years immediately preceding the time and date set for the opening of bids or receipt of proposals;

(2) That the bid or proposal in response to IFB/RFP No. _____, is submitted under the name under which the Bidder/Offeror is authorized to do business in the State;

(3) That not less than fifty-one percent (51%) of the total direct labor hours required for performance of the contract will be performed within the State; and

(4) If the Bidder/Offeror is a joint venture, the Bidder/Offeror is composed entirely of parties meeting the requirements of paragraphs (1), (2), and (3).

I certify under penalty of perjury that the above statements are true. I agree to maintain the above qualifications throughout contract performance; any changes in eligibility shall be reported to the Contract Administrator or purchasing agency's contact person identified in the RFP/IFB. I acknowledge that failure to maintain the above qualifications triggers a price adjustment equal to the value of the preference applied and may constitute cause for debarment under HRS §103D-702.

_____
Signature of Authorized Officer

_____
Print Name and Title

_____
Date

RESTRIPING OF THE RUNWAY AND TAXIWAY
KALAUPAPA AIRPORT
KALAUPAPA, MOLOKAI, HAWAII
STATE PROJECT NO. CM5540-33

PROPOSAL SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total
DIVISION 1 – GENERAL REQUIREMENTS					
01500.1	Installation, Maintenance, Monitoring, and Removal of BMP	L.S.	L.S.	L.S.	$_____
01500.2	Additional Water Pollution, Dust, and Erosion Control	Allow	Allow	Allow	$50,000.00
01561.1	Construction Site Pollution Controls	L.S.	L.S.	L.S.	$_____
01562.1	Management of Contaminated Media, Soil Disposal, and Soil Reuse	L.S.	L.S.	L.S.	$_____
01562.2	Additional Management of Contaminated Media, Soil Disposal, and Soil Reuse	Allow	Allow	Allow	$50,000.00
01565.1	Security Measures	Allow	Allow	Allow	$50,000.00
01700.1	Mobilization, assuming use of the 2026 barge at no cost to the Contractor (Not to Exceed 6% of sum of all items, excluding this item and all allowances)	L.S.	L.S.	L.S.	$_____
01700.2	Demobilization, using Contractor-supplied transport	L.S.	L.S.	L.S.	$_____
01700.3	Cost Variability for Shipping	Allow	Allow	Allow	$70,000.00

DIVISION 2 – SITE CONSTRUCTION

02210.1	Removal of Existing Traffic Pattern Indicator	1	EA	$_____	$_____
02210.2	Unforeseen Conditions	Allow	Allow	Allow	$50,000.00
02750.1	Pavement Marking Removal	26	EA.	$_____	$_____
02750.2	Temporary Runway Closure Marker	2	EA.	$_____	$_____
02750.3	Temporary Taxiway Closure Marker	1	EA.	$_____	$_____
02750.4	White Preformed Thermoplastic Paint with Type I Glass Beads	5,100	S.F.	$_____	$_____
02750.5	Yellow Preformed Thermoplastic Paint with Type I Glass Beads	4,850	S.F.	$_____	$_____
02750.6	Red Preformed Thermoplastic Paint with Type I Glass Beads	70	S.F.	$_____	$_____
02750.7	Black Border Waterborne or Solvent Base Paint	2,250	S.F.	$_____	$_____

DIVISION 3 – CONCRETE

03300.1	4” Thick Concrete Slab	1	C.Y.	$_____	$_____
03300.2	White Paint on Concrete Slab	150	S.F.	$_____	$_____
03319.1	Joint Sealant Repairs	Allow	Allow	Allow	$50,000.00

TOTAL AMOUNT FOR COMPARISON OF BIDS $_____

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

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

Note 5: The bidders' attention is directed to Section 2.11 – BID SECURITY of the "General Provisions", as amended by the Special Provisions.

Note 6: Bidders will be paid for actual work performed as directed by the Engineer, for allowance items. Bidders will not be paid overhead and profit for unused allowance funds.

Note 7: If the lowest TOTAL AMOUNT FOR COMPARISON OF BIDS is less than, or approximately equal to the funds available for this project, an award will be made to the lowest responsible bidder.

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

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

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

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

SURETY BID BOND

Bond No. _____

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full name or legal title of offeror)
as Offeror, hereinafter called the Principal, and

_____
(name of bonding company)
as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of Hawaii, are held and firmly bound unto

_____
(State/county entity)
as Owner, hereinafter called Owner, in the penal sum of

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

WHEREAS:

The Principal has submitted an offer for

_____
(project by number and brief description)

NOW, THEREFORE:

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

Signed this _____ day of _____, _____

_____
Name of Principal (Offeror) (Seal)

_____
Signature

_____
Print Name and Title

_____
Name of Surety (Seal)

_____
Signature

_____
Print Name and 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:

SAMPLE

TOTAL AMOUNT FOR COMPARISON OF BIDS……$«BASIC_NUMERIC»

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

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

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

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

SAMPLE

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

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

STATE OF HAWAII

_____
Director of Transportation

«CONTRACTOR» (Seal)

_____
Signature

_____
Print name

_____
Print Title

_____
Date

SAMPLE

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

_____
(Name and Street Address of Bonding Company)

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

PERFORMANCE BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

_____
(State/County entity)

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

_____DOLLARS $_____),
(Dollar amount of Contract)

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

☐ **Legal Tender;**

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

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

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

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

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

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

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

WHEREAS:

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

_____

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

NOW THEREFORE,

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

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

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

Signed and sealed this _____ day of _____, _____.

(Seal)_____
Name of Contractor

_____
Signature*

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

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

as Contractor, hereinafter called Principal, and _____

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

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

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

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

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

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

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

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

Signed this _____ day of _____, _____.

(Seal) _____
Name of Principal (Contractor)

* _____
Signature

_____
Title

(Seal) _____
Name of Surety

* _____
Signature

_____
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND

KNOW TO ALL BY THESE PRESENTS:

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

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

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

_____DOLLARS ($_____)
(Dollar amount of Contract)

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

☐ **Legal Tender;**

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

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

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

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

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

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

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

WHEREAS:

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

_____

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

NOW THEREFORE,

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

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

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

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

Signed this _____ day of _____, _____.

(Seal)_____
Name of Contractor

_____
Signature*

_____
Title

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CHAPTER 104, HRS COMPLIANCE CERTIFICATE

The undersigned bidder does hereby certify to the following:

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

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

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

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

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

«CONTRACTOR»
Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Notary Seal
NOTARY ACKNOWLEDGEMENT

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

Notary Seal
NOTARY CERTIFICATION

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

_____
Notary signature_____
Date _____

PROVISIONS TO BE INCLUDED IN CONSTRUCTION PROCUREMENT SOLICITATIONS

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

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

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

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

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

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

f. "Resident" means a person who is physically present in the State of 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.

CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STA'T'E 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 _____, 2011.

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